

No. S-224444
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF
CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE) THE HONOURABLE JUSTICE WALKER) July 28, 2025
)
)
)
)

ON THE APPLICATION of the Petitioner coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on July 28, 2025, and on hearing Jeffrey D. Bradshaw, counsel and Katelynn D'Albertanson, summer student for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed herein, including the Amended Application of the Petitioner dated May 5, 2025, Affidavit #5 of Naishun Liu, made on April 7, 2025, Application Response of China Shougang International Trade & Engineering Corporation dated April 16, 2025, Application Response of Canada Zhonghe Investment Ltd. dated April 17, 2025, Affidavit #1 of Channie Yoon, made on April 17, 2025, Application Response of Qu Bo Liu (the "**Interim Lender**") dated May 20, 2025, Affidavit #1 of Qu Bo Liu, made on May 20, 2025, Application Response of Huiyong Holdings Group Co. Ltd. dated June 2, 2025, Affidavit #1 of Tracy Yang, made on June 2, 2025, the Amended Application

Response of China Shougang International Trade & Engineering Corporation dated June 2, 2025, the Twenty Sixth Report of FTI Consulting Canada Inc., in its capacity as monitor of the Petitioner (the "**Monitor**") filed April 10, 2025, the Supplement to the Twenty-Sixth Report of the Monitor, filed April 23, 2025 and Second Supplement to the Twenty Sixth-Report of the Monitor, filed July 28, 2025; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court; and further to the Initial Order pronounced by this Court on June 3, 2022 (the "**Initial Order**") as revised, amended and restated from time to time including pursuant to the Amended and Restated Initial Order pronounced by this Court on June 9, 2022 (the "**ARIO**"), as amended from time to time; including the Seventh Amended and Restated Initial Order pronounced by this Court on October 9, 2024 (the "**Seventh ARIO**");

THIS COURT ORDERS that:

1. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Seventh ARIO or the Claims Process Order (as hereinafter defined).

Extension of Stay of Proceedings

2. The stay of proceedings set out in paragraph 15 of the Seventh ARIO is hereby extended up to and including ~~December 15, 2025~~ *January 15, 2026*.

Sale and Investment Solicitation Process

3. The sale and investment solicitation process ("**SISP**") in respect of the remaining property, assets and undertaking of the Petitioner (except the shares and interests of the Petitioner in Canadian Kailuan Dehua Mines Co. Ltd. ("**CKD**")), substantially in the form attached hereto as **Schedule "B"** is hereby approved.
4. The Monitor is hereby authorized and directed to proceed with the procedures set out in the SISP and to do all such things as are reasonably necessary to carry out

its obligations thereunder, which shall be exclusive as to the conduct of the SISP, and give full effect to the SISP.

Stalking Horse Asset Purchase Agreements

5. The Petitioner is hereby authorized to enter into and execute the stalking horse agreement in respect of the Petitioner's shares in Canadian Dehua Lvliang International Mines Corp. (the "**Murray River Stalking Horse APA**"), attached hereto as **Schedule "C"**, provided that nothing herein approves the sale of the Assets (as defined in the Murray River Stalking Horse APA) on the terms set out in the Murray River Stalking Horse APA, and that the approval of any sale of the Assets by the Court will be subject to a vesting order anticipated to be granted in accordance with the SISP.
6. The Petitioner is hereby authorized to enter into and execute the stalking horse agreement in respect of the mining project known as the Iron Ross project and the Petitioner's shares in Canada Dehua Drilling Ltd. and Vancouver Island Iron Ore Corporation (the "**Remaining Assets Stalking Horse APA**"), attached hereto as **Schedule "D"**, provided that nothing herein approves the sale of the Assets (as defined in the Remaining Assets Stalking Horse APA) on the terms set out in the Remaining Assets Stalking Horse APA, and that the approval of any sale of the Assets by the Court will be subject to a vesting order anticipated to be granted in accordance with the SISP.
7. The Break Fee (as defined in each of the Murray River Stalking Horse APA and the Remaining Assets Stalking Horse APA) and the expense reimbursement (as referenced in the Murray River Stalking Horse APA) are hereby approved.

Amendment to Claims Process Order

8. The Claims Process Order granted by this Court on June 28, 2022 (the "**Claims Process Order**"), shall be amended such that the Monitor will adjudicate all Proofs of Claim submitted in accordance with the Claims Process Order without the requirement to consult with CDI, and if the Monitor wishes to revise or disallow any

such claim the Monitor (without consultation with CDI) shall deliver a Notice of Revision or Disallowance of any such claim on or before September 5, 2025.

Resolution of Claim of CKD

9. The Monitor's powers under the Claims Process Order shall be expanded to include the power to resolve the Claim of CKD on behalf of CDI, with costs not to exceed a budget to be approved by the Court (but for certainty the Monitor shall not adjudicate the Claim of CKD).
10. Upon resolution of the Claim of CKD as between the Monitor and CKD or by order of the Court, the Monitor shall seek court approval for a process to monetize CDI's shares in CKD and shall have sole conduct of the process in respect of the CDI's shares in CKD.

Amended and Restated DIP Commitment Letter

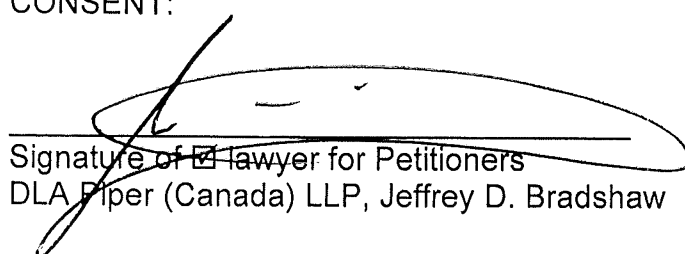
11. The Petitioner is hereby authorized to enter into the amended and restated debtor-in-possession commitment letter with the Interim Lender dated as of May 5, 2025, substantially in the form attached hereto as **Schedule "E"** (the "**Amended and Restated Credit Facility**").
12. The borrowings by the Petitioner under the Amended and Restated Credit Facility shall include one advance of \$400,000, unless otherwise permitted by further Order of this Court.
13. Notwithstanding any provisions to the contrary in the Amended and Restated Credit Facility, there shall be no further advances or readvances thereunder, unless otherwise permitted by further Order of this Court.
14. The maximum amount of the Interim Lender's Charge, as set out in paragraphs 35 and 41 of the Seventh ARIO is hereby amended to \$400,000.
15. Upon receipt of the proceeds from the Transactions with the Successful Bidder(s) with respect to all of the Property, as those terms are defined and set out in the SISP, and following payment of any outstanding professional fees secured by the

Administration Charge, the Monitor shall repay the Amended and Restated Credit Facility, to the extent such funds are available.

Bankruptcy of CDI

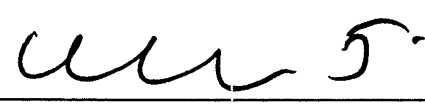
16. After the Monitor's application for approval for a process to monetize CDI's shares in CKD has been heard and decided, the Monitor shall, provided it is exercised in accordance with such order, have the exclusive power to assign CDI into bankruptcy and will ensure there are sufficient funds left in the estate to administer the bankruptcy.
17. Nothing in this order shall derivate, vary or impair the right of CDI to make proposal pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
18. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of ~~the~~ lawyer for Petitioners
DLA Piper (Canada) LLP, Jeffrey D. Bradshaw

BY THE COURT



REGISTRAR

Scanned
CHECKED


SCHEDULE "A"

NAME OF COUNSEL	PARTY REPRESENTED
R. Barry Fraser Helen Liu	Qu Bo Liu
Erin Hatch	Zhong Investment Ltd.
Eamonn Watson Chloe Ducluzeau	China Shougang International Trade & Engineer Corporation
Ryan Laity	Huiyong Holdings (BC) Ltd.
David Gruber	FTI Consulting Canada Inc., the Monitor

SCHEDULE "B"

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.
SALE AND INVESTMENT SOLICITATION PROCESS

1. On June 1, 2022, Canadian Dehua International Mines Group Inc. ("**CDI**") filed a petition for an initial order under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**"), appointing FTI Consulting Inc. as the monitor (the "**Monitor**") of the CDI.
2. On June 3, 2022, the Supreme Court of British Columbia (the "**Court**") issued the initial CCAA order (the "**Initial Order**"). The Initial Order was amended and restated on May 9, 2022, August 18, 2022, November 30, 2022, March 9, 2023, June 15, 2023, September 11, 2023 and October 9, 2024.
3. On July 28, 2025, the Court granted an order (the "**July 28 Order**"), *inter alia*, approving a stalking horse sale and investment solicitation process ("**SISP**") in respect of the remaining property, assets and undertakings of CDI (with the exception of CDI's interest in Canadian Kailuan Dehua Mines Co. Ltd.) (collectively, the "**Property**").
4. The SISP shall be conducted by the Monitor with the assistance of CDI.
5. CDI and Qubo Liu (the "**Stalking Horse Bidder**") have entered into:
 - (i) a stalking horse asset purchase agreement dated as of April 22, 2025 in respect of CDI's interest in the Murray River Project; and,
 - (ii) a stalking horse asset purchase agreement dated as of April 22, 2025 in respect of the remaining Property of CDI,

(each a "**Stalking Horse APA**" and together, the "**Stalking Horse APAs**").

Copies of the Stalking Horse APAs are attached as Schedules "C" and "D" to the July 28 Order.

6. The Monitor will solicit bids in accordance with the SISP described herein. All qualified interested parties will be provided with an opportunity to participate in the SISP (the "**Opportunity**"). The SISP is intended to solicit interest in the Property, as further described in the Stalking Horse APAs pursuant to the transactions (the "**Transactions**").
7. The purpose of the SISP is to determine whether better Transactions than the Transactions contemplated in the Stalking Horse APAs may be obtained for the Property. For the purposes of this SISP, a "**Superior Offer**" shall mean:

a credible, reasonably certain and financially viable offer made by a Qualified Bidder (as defined herein) to be a counterparty to a Transaction, the terms of which offer are more favourable and no more burdensome or conditional than the terms contained in either Stalking Horse APA and which includes at a minimum: (i) a purchase price which exceeds the purchase price in either Stalking Horse APA by an amount of not less than 5%, and (ii) payment in cash of the Break Fee (as defined in the Stalking Horse APAs), the Expense Reimbursement (as defined in the Stalking Horse APAs).

8. The order of the Court approving the SISP, and any other orders of the Court in these CCAA proceedings, shall exclusively govern the process for soliciting and selecting bids for the sale of the Property free and clear of any and all liabilities and encumbrances (except for those permitted liabilities and encumbrances as agreed by the parties).
9. Unless otherwise indicated herein, any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day (a "**Business Day**" is any day, other than a Saturday or Sunday, on which banks are ordinarily open for business in Vancouver, British Columbia).

Property Subject to the SISP

10. The Property of CDI has been divided into the following parcels (the "**Offering Parcels**"):
 - (a) Parcel 1:
 - Shares in Canadian Dehua Lvliang International Mines Corp.
 - (b) Parcel 2:
 - Shares in Canada Dehua Drilling Ltd.
 - Shares in Vancouver Island Iron Ore Corporation
 - Iron Ross Project
11. Bids may be submitted either (i) *en bloc*; or (ii) for one of the Offering Parcels.

Timeline

12. The following table sets out the key milestones under the SISP which are as follows:

Milestone	Deadline
CDI and Monitor to create list of Known Potential Bidders	August 29, 2025
Monitor to prepare and have the Data Room available	August 29, 2025
Bid Deadline	November 14, 2025
Transaction Approval Application Hearing	On or before December 1, 2025
Closing Date Deadline	On or before December 31, 2025

The dates set out in the SISP may be extended by the Monitor in accordance with the terms hereof.

Solicitation of Interest: Notice of the SISP

13. As soon as reasonably practicable, but in any event by no later than August 29, 2025:
 - (a) the Monitor, in consultation with CDI will prepare a list of Potential Bidders (as defined herein), including:

- (i) parties that have approached CDI or the Monitor indicating an interest in the Opportunity; and
- (ii) local and international strategic and financial parties who the Monitor, in consultation with CDI believe may be interested in purchasing all or part of the Property,

(collectively, "**Known Potential Bidders**");

- (b) the Monitor will arrange for a notice of the SISP (and such other relevant information which the Monitor, in consultation with CDI, considers appropriate) (the "**Notice**") to be published in the National Post, Insolvency Insider and any other industry publication, website, newspaper or journal as the Monitor, in consultation with CDI, considers appropriate, if any;
- (c) the Monitor, in consultation with CDI, will prepare a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP and a non-disclosure agreement in form and substance satisfactory to the Monitor and CDI (an "**NDA**").

"As Is, Where Is"

- 13. Any purchase of the Property will be on an "as is, where is" basis without representations or warranties of any kind, nature or description by CDI or the Monitor or any of their respective directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Binding APA (as defined herein) and approved by the Court.
- 14. By submitting a bid, each Potential Bidder (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Property prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and the Property in making its bid, and that it did not rely upon any written or oral statements, representations, warranties or guarantees, express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, except as expressly stated in this SISP or as set forth in a Binding APA and approved by the Court.

Participation Requirements

- 15. Each person who wishes to participate in the SISP (each, a "**Potential Bidder**"), must deliver the following documents to the Monitor by email to Hailey Liu at hailey.liu@fticonsulting.com, prior to the distribution of any confidential information as follows:
 - (a) an executed NDA; and
 - (b) a letter setting forth the Potential Bidder's (i) identity, (ii) contact information and (iii) full disclosure of its direct and indirect principals;

- (c) a form of financial disclosure and credit quality support or enhancement that allows the Monitor to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a transaction; and
- (d) any other information that the Monitor may reasonably request.

Due Diligence

- 16. The Monitor, with the assistance of CDI, shall prepare a data room (the "**Data Room**") with additional information considered relevant to the Opportunity, which will provide, among other things, information considered relevant to the SISP, including copies of the Stalking Horse APAs and a template agreement of purchase and sale (an "**APA**"). Neither CDI nor the Monitor or their respective advisors make any representation or warranty whatsoever as to the information (including as to the accuracy or completeness of such information) made available pursuant to the SISP, including in the Data Room, except to the extent expressly contemplated in any definitive agreement with a successful bidder ultimately executed and delivered by CDI.
- 17. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property in connection with their participation in the SISP and any transaction they enter into with CDI.
- 18. The Monitor, in consultation with CDI, shall, in its reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder such access to due diligence material and information relating to the Property as it deems appropriate. Due diligence access may include management presentations, access to electronic data rooms, on-site inspections, and other matters which a Potential Bidder may reasonably request and as to which the Monitor, in its reasonable business judgment and after consulting with CDI, may agree.
- 19. The Monitor shall designate a representative to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither CDI nor the Monitor shall be obligated to furnish any information relating to the Property to any person other than to the Potential Bidders. Furthermore, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if CDI, in consultation with and with the approval of the Monitor, determine such information to represent proprietary or sensitive competitive information.

Bid Deadline

- 20. A Potential Bidder that desires to make a bid (a "**Qualified Bidder**") shall deliver written copies of its Binding APA (defined herein), substantially in the form of the template APA located in the Data Room, together with a blackline outlining all changes made to the APA and the Deposit (defined herein) in the form of a certified cheque, bank draft or wire transfer (a "**Qualified Bid**"), to the Monitor as follows:

FTI Consulting Inc.
 701 West Georgia Street
 Suite 1450, PO Box 10089
 Vancouver, BC V7Y 1B6

Attn: Hailey Liu
 Email: hailey.liu@fticonsulting.com

With a copy to:

McEwan Cooper Kirkpatrick LLP
 900 – 980 Howe Street
 Vancouver, BC V6Z 0C8

Attn: David Gruber
 Email: dgruber@mcewanpartners.com

so as to be received by no later than November 14, 2025, 2025 at 5:00 p.m. (Pacific time) (or as set by the Monitor or as may be extended as set out below, the "**Bid Deadline**"). The Monitor may extend the Bid Deadline, once or successively, but is not obligated to do so. If the Bid Deadline is extended, the Monitor will promptly notify all Qualified Bidders.

Binding APA

21. In addition to the foregoing, a Binding APA must comply with all of the following:

- (a) the bid is an offer to purchase the Property, or any portion thereof, on terms and conditions acceptable to the Monitor and delivered to the Monitor prior to the Bid Deadline;
- (b) it is duly authorized and executed, and includes a purchase price for the Property expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits, schedules and all applicable ancillary agreements thereto;
- (c) includes a letter of acknowledgment stating that the Qualified Bidder's offer is irrevocable and open for acceptance until a Transaction closes;
- (d) it is accompanied by written evidence of a firm, irrevocable commitment for financing or other evidence satisfactory to the Monitor, in its sole discretion, of the ability of the Qualified Bidder to consummate the proposed Transaction;
- (e) the bid is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder, apart from, to the extent applicable, the disclosure of due diligence materials that represent proprietary or sensitive competitive information which was withheld from the Qualified Bidder, or (ii) obtaining financing;
- (f) the bid does not include a request for or entitlement to any break fee, expense reimbursement or other similar type payment if the bid is not selected as the Successful Bid (as defined herein);
- (g) the bid fully discloses the identity of each entity that will be entering into the transaction or the financing, or that is participating or benefiting from such bid;

- (h) it includes an acknowledgement and representation of the Qualified Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Property provides a deposit in the amount of not less than 10% of the Purchase Price offered by the Qualified Bidder (the "**Deposit**"); and,
 - (i) the bid contemplates closing the transaction set out therein within ten (10) Business Days of the satisfaction or waiver of the conditions in the Binding APA (the "**Closing Date**");
- (a "**Binding APA**").
- 22. The Monitor may determine in its sole discretion whether to accept bids for the Property that do not conform to one or more of the requirements specified herein but is not obligated to do so.
 - 23. For greater certainty, each of the Stalking Horse APAs shall be deemed to be a Binding APA.

Evaluation of Binding APA

- 24. If at the Bid Deadline, at least one Qualified Bid other than the relevant Stalking Horse APAs has been received, each submitted Binding APA will be considered by the Monitor based upon several factors including, without limitation, items such as the Purchase Price and the net value provided by such bid, the counterparties to such transactions, the proposed transaction documents, other factors affecting the speed and certainty of the closing of the transaction, the value of the transaction, any related transaction costs, the likelihood and timing of consummating such transactions, whether the transaction results in a Superior Offer, and such other matters as the Monitor determines in its sole discretion.
- 25. The Monitor may also, in its sole discretion, invite one or more Qualified Bidders together with the Stalking Horse Bidder to submit a further and higher bid (the "**Final Binding APA**"). Any Qualified Bidder so invited may elect to increase its bid by way of a Final Binding APA or to reaffirm its Binding APA.
- 26. Each Qualified Bidder shall comply with all reasonable requests for additional information by the Monitor regarding the Qualified Bidder, the Binding APA or the Final Binding APA. Failure of a Qualified Bidder to comply with such requests for additional information will be a basis for the Monitor to reject a Binding APA or Final Binding APA.

Selection of Successful Binding APA

- 27. The Monitor will review and evaluate each Binding APA and Final Binding APA if any, and: (a) may identify the highest or otherwise best offer for the Property (the "**Successful Bid**" or "**Successful Bidder**"), or (b) if no Binding APA, other than the Stalking Horse APAs, has been received by the Bid Deadline, then the Monitor shall declare the Stalking Horse APAs as the Successful Bid.
- 28. Neither a Binding APA nor a Final Binding APA may be withdrawn, modified or amended without the written consent of the Monitor prior to the Successful Bid being determined.

Sale Application Hearing

29. The application for an approval and vesting order of the Court approving any Successful Bid (the "**Sale Application**") shall be brought promptly by the Monitor. The Sale Application shall be heard on a date determined by Monitor and subject to the Court's availability.
30. All of the Binding APAs, and/or the Final Binding APAs, other than the Successful Bid shall be deemed rejected on and as of the date of closing of the Transaction contemplated by the Successful Bid.

Deposits

31. All Deposits shall be retained by the Monitor in a non-interest-bearing trust account located at a financial institution in Canada selected by the Monitor. The Monitor may waive the requirement of a Deposit if it believes sufficient security or certainty has been provided by a Qualified Bidder.
32. If there is a Qualified Bid that constitutes a Successful Bid, the Deposit paid by the Successful Bidder shall be applied to the consideration to be paid upon closing of the transaction constituting the Successful Bid.
33. The Deposit(s) from all Qualified Bidders submitting Qualified Bids that do not constitute a Successful Bid shall be returned to such Qualified Bidder within five (5) Business Days of the date that the transaction contemplated by the Successful Bid closes.
34. If the Qualified Bidder making a Qualified Bid is selected as the Successful Bid and breaches or defaults on its obligation to close the transaction in respect of its Successful Bid, it shall forfeit its Deposit to the Monitor for and on behalf of CDI provided however that the forfeit of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that CDI may have in respect of such breach or default, to be exercised by the Monitor in its sole discretion. Further, any Qualified Bidder that submits a Binding APA or a Final Binding APA and seeks to revoke its offer prior to designation of a Successful bid by the Monitor, shall forfeit its Deposit.
35. If CDI is unable to complete the Successful Bid as a result of their own actions and not as a result of steps or conditions contained in the Successful Bid (or the actions of the Successful Bidder) then the Deposit shall be returned to the Successful Bidder.

Miscellaneous

36. The Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this SISP. At any time during the SISP, the Monitor may apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder, if any.
37. The Monitor may waive compliance with any one or more of the requirements of this SISP, including, for greater certainty, waiving strict compliance with any one or more of the requirements specified above and deem a non-compliant bid to be a Qualified Bid.

38. This SISP does not, and shall not be interpreted to, create any contractual or other legal relationship between CDI or the Monitor and any Potential Bidder, any Qualified Bidder or any other party, other than as specifically set forth in a definitive agreement that may be entered into with the Monitor, on behalf of CDI.
39. Without limiting the preceding section, the Monitor shall not have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Qualified Bidder, or any other creditor or other stakeholder of CDI, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result from gross negligence or willful misconduct of the Monitor. By submitting a bid, each Potential Bidder, and Qualified Bidder shall be deemed to have agreed that it has no claim against the Monitor for any reason whatsoever, except to the extent that such claim is the result of gross negligence or willful misconduct of the Monitor.
40. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.
41. Subject to the terms of any order of the Court, the Monitor shall have the right to modify the SISP, if, in its reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the service list in the CCAA Proceedings shall be advised of any substantive modification to the procedures set forth herein.
42. In order to discharge its duties in connection with the SISP, the Monitor may engage professional or business advisors or agents as the Monitor deems fit in its sole discretion.

- 8 -

SCHEDULE "C"

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made effective as of April 22, 2025,

BETWEEN:

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.
(Incorporation Number BC0712504), a company incorporated pursuant to the laws of British Columbia and having an office at Suite 202 – 2232 West 41st Avenue, Vancouver, BC V6M 1Z8

(the “**Vendor**”)

AND:

QU BO LIU, a business person having an address at 3577 West 34th Avenue, Vancouver BC V6N 2K7

(the “**Purchaser**”)

BACKGROUND

- A. The Vendor carries on the business of investing in, exploring, developing, and operating under-ground coal mining projects and supporting infrastructure in British Columbia and elsewhere, including interests in the mining project described as the Murray River Project (the “**Project**”).
- B. The Vendor is the legal and beneficial owner of 4,335,051 common shares without par value in the capital of Canadian Dehua Lvliang International Mines Corp. (“**CDLV**”). CDLV is the legal and beneficial owner of 40% of the issued and outstanding shares in the capital of HD Mining International Ltd. (“**HD Mining**”), and HD Mining is the owner of or in possession or control of the Project, including all permits, mineral interests and coal licences, geological and exploration data, and intellectual property used in connection with the Project, and without limitation the Murray River Project Mineral Titles and Coal Licences as herein defined.
- C. The Vendor and the Assets as herein defined are the subject of certain proceedings brought pursuant to the *Companies’ Creditors Arrangement Act* (Canada) in the Supreme Court of British Columbia, Vancouver Registry No. S-224444 (the “**CCAA Proceedings**”).
- D. Pursuant to the Orders of the Supreme Court of British Columbia (the “**Court**”) in the CCAA Proceedings:

- a. the Vendor is authorized to pursue all avenues of sale of its assets, including its interests in the Project, in whole or in part, subject to prior approval of the Court before any material sale is concluded; and
 - b. the sale of the Vendor's interests in the Project are to be implemented in compliance with the Sale and Investment Solicitation Process approved by the Court (the "**SISP**").
- E. Pursuant to Debtor in Possession financing provided by the Purchaser to the Vendors, the Vendors are indebted to the Purchaser for an amount greater than \$400,000.00 (the "**DIP Loan**")
- F. Pursuant to and in accordance with the SISP, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Assets, on the terms and subject to the conditions set-out herein.

TERMS OF AGREEMENT

In consideration of the premises and the covenants and agreements contained in this Agreement, the parties agree with each other as follows:

1. Interpretation

1.1 In this Agreement:

- (a) "**Agreement**" means this agreement and all amendments made hereto by written agreement between the Vendor and the Purchaser;
- (b) "**Assets**" means the Shares;
- (c) "**Closing Date**" means as soon as possible upon the granting of an approval and vesting order by the CCAA Court in form and substance acceptable to the Purchaser, but in any event, no later than 21 days thereafter, or such other date as may be mutually agreed upon in writing by the parties;
- (d) "**Murray River Project Mineral Titles and Coal Licences**" means the Mineral Titles relating to the Project in respect of which HD Mining is the registered owner;
- (e) "**Shares**" means the 4,335,051 common shares without par value in the capital of CDLV held by CDI;
- (f) "**Time of Closing**" means 12:00 Noon Pacific Time on the Closing Date;

and any terms used herein denoted with initial capital letters shall have the meanings assigned to them by the provisions of this Agreement.

1.2 The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement and not to any particular article, section, or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles and sections are to articles and sections of this Agreement.

1.3 In this Agreement words importing the singular number only shall include the plural and vice versa, wordings importing the masculine gender shall include the feminine, and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, and companies. The term "including" means "including without limiting the generality of the foregoing".

1.4 All references to currency herein are to lawful money of Canada.

2. Purchase and Sale of Assets

2.1 Subject to the terms and conditions of this Agreement, on the Closing Date the Vendor will sell, assign, and transfer to the Purchaser and the Purchaser will purchase from the Vendor, as applicable, all (but not less than all) right, title, and interest in and to the Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon for a total purchase price of **\$1,400,000.00** (the "**Purchase Price**").

2.2 The Purchase Price will be paid and satisfied as provided in section 8.3 and delivered by the Purchaser to the Vendor on the Closing Date against delivery to the Purchaser of the documents described in section 8.2.

3. SISP.

3.1 The Vendor shall apply to the Court in the CCAA Proceeding on or about April 22, 2025, for an order approving the SISP (the "**SISP Order**").

3.2 The SISP Order shall, *inter alia*, recognize the within offer by the Purchaser and the Purchase Price:

(a) as a baseline or "stalking horse bid" in respect of the Assets (the "**Stalking Horse Bid**"); and

(b) as a deemed "Qualified Bid", with an attendant right on the part of the Purchaser to participate as a bidder in any auction of the Assets.

3.3 In order to meet the definition of a "Superior Bid" for the purpose of the SISP Order, any competing offer to purchase the Assets must have a purchase price that exceeds the Purchase Price by an amount of not less than 10% of the Purchase Price.

- 3.4 The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether an offer to purchase the Assets for an amount greater than the Purchase Price (a "**Superior Bid**") can be obtained for the Assets, and that the Stalking Horse Bid may be the successful bid for the Assets.
- 3.5 In consideration for the Purchaser's expenditure of time, money, and agreement to act as the initial bidder through the Stalking Horse Bid, in the event that the Stalking Horse Bid is not the Successful Bid the Purchaser shall be entitled to receive from the Vendor upon completion of the sale of the Assets to the successful bidder:
- (a) a break fee equal to 5% of the amount of the ~~Successful Bid~~ ^{Purchase Price} (inclusive of taxes, if any) (the "**Break Fee**"), and
 - (b) expense reimbursement in the fixed amount of \$50,000.
- 3.6 Notwithstanding any other term or condition of this Agreement, the obligation of the parties to complete the transactions contemplated by this Agreement shall be subject to the mutual condition, which is for the benefit of both the Vendor and the Purchaser, that on or before the Closing Date, the Vendor shall have obtained (at the sole cost of the Vendor) an Order or Orders of the Court (collectively, the "**Approval and Vesting Order**"):
 - (a) approving the sale of the Assets to the Purchaser on the terms and conditions of this Agreement; and
 - (b) upon the completion of the transactions contemplated by this Agreement, vesting absolutely in the Purchaser all right, title, and interest in and to the Shares, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, options, trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, 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 including, without limiting the generality of the foregoing, any encumbrance or charge created by order of the Court in the CCAA Proceeding.
4. **Deposit**
- 4.1 4.1 Concurrent with the execution of this Agreement, the deposit of \$140,000 (the "**Deposit**") which the Purchaser has previously paid to DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC V6E 4E5 ("**DLA Piper**") shall be transferred by DLA Piper to FTI Consulting Canada Inc., 701 West Georgia Street #1450, Vancouver, BC V7Y 1B6 (the "**Monitor**"), to be held by the Monitor in accordance with the terms of this Agreement.
- 4.2 At the Closing, the Deposit shall be paid to the Vendor on account of the Purchase Price as provided in this Agreement.

4.3 If the transactions contemplated by this Agreement are not completed on the Closing Date:

- (a) by reason of the failure to obtain the Approval and Vesting Order;
- (b) by reason of the default of the Vendor in the performance or satisfaction of its obligations under this Agreement, or
- (c) otherwise through no fault of any party,

the Deposit shall be forthwith returned to Fraser Litigation Group, 570 Granville Street #1100, Vancouver, BC V6C 1W6, in trust for the Purchaser.

4.4 If the transactions contemplated by this Agreement are not completed on the Closing Date by reason of the default of the Purchaser in the performance or satisfaction of any of its obligations under this Agreement, the Deposit shall be paid to the Vendor as liquidated damages and not as a penalty, and upon payment of the Deposit the Vendor will have no further claim against the Purchaser for any additional damages or loss whatsoever.

5. Representations and Warranties

The parties acknowledge and represent that:

- (a) the sale of the Assets is on an "as is, where is" basis;
- (b) the Vendor does not make or give any representations or warranties that survive the completion of the transactions contemplated by this Agreement;
- (c) the Purchaser has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer;
- (d) the Purchaser has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in entering into this Agreement and completing the transactions contemplated by this Agreement; and
- (e) the Purchaser did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, the Vendor or the completeness of any information provided in connection therewith, except as expressly stated herein.

6. Purchaser's Conditions of Closing

6.1 The obligations of the Purchaser under this Agreement are subject to the following conditions for the exclusive benefit of the Purchaser being fulfilled at the Time of Closing or waived by the Purchaser at or before the Time of Closing:

- (a) the Vendor will have complied with all terms and covenants in this Agreement agreed to be performed or caused to be performed by them at or before the Time of Closing;
- (b) no action or proceeding against the Assets or the Vendor, or any of them, will be pending or threatened by any person, company, firm, governmental authority, regulatory body, or agency to enjoin or prohibit the purchase and sale of the Assets or any of them as contemplated by this Agreement, or the right of the Purchaser to directly or indirectly own the Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon, as contemplated by this Agreement;
- (c) all necessary steps and proceedings will have been taken to permit the Assets to be duly and regularly transferred to and registered in the name of the Purchaser, as applicable, free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon.

6.2 If on the Closing Date any of the conditions in section 6.1 are not fulfilled or waived as contemplated in section 6.3, the Purchaser may rescind this Agreement by notice in writing to the Vendor. In such event, the Purchaser shall be released from all obligations under this Agreement, and the Vendor will also be released unless the Vendor was reasonably capable of causing such condition or conditions to be fulfilled, or the Vendor has breached any of its covenants or agreements in this Agreement.

6.3 The conditions in section 6.1 may be waived in whole or in part by the Purchaser without prejudice to any right of rescission or any other right in the event of the non-fulfillment of any other condition or conditions. A waiver will be binding only if it is in writing.

7. Vendor's Conditions of Closing

7.1 The obligations of the Vendor under this Agreement are subject to the following conditions for the exclusive benefit of the Vendor being fulfilled at the Time of Closing or waived by the Vendor at or before the Time of Closing:

- (a) the Purchaser will have complied with all terms, covenants, and agreements in this Agreement agreed to be performed or caused to be performed by it on or before the Time of Closing;

- (b) no action or proceeding against the Purchaser will be pending or threatened by any person, company, firm, governmental authority, regulatory body, or agency to enjoin or prohibit the purchase and sale of the Assets or any of them as contemplated by this Agreement or the right of the Purchaser to directly and indirectly own the Assets; and
- (c) all director and shareholder resolutions and director and officer resignations, elections and/or appointments required in order for the Vendor to be able to make the Vendor's Closing deliveries at sections 8.2(c) and 8.2(f) shall have been obtained.

7.2 If on the Closing Date any of the conditions in section 7.1 are not fulfilled or waived as contemplated in section 7.3, the Vendor may rescind this Agreement by notice in writing to the Purchaser. In such event, the Vendor and the Purchaser shall be released from all obligations under this Agreement.

7.3 The conditions in section 7.1 may be waived in whole or in part by the Vendor without prejudice to any right of rescission or any other right in the event of non-fulfillment of any other condition or conditions. A waiver will be binding only if it is in writing.

8. Closing

8.1 Closing Location

Unless otherwise agreed to by the parties in writing, the closing of the transactions contemplated by this Agreement (the "**Closing**") will take place at the offices of DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC V6E 4E5 or by way of exchange of documents, at 12:00 noon Pacific Time on the Closing Date, or such earlier or later date as the parties may agree to in writing. All documents may be delivered electronically, other than payments, share certificates, powers of attorney, and other similar documentation, and, all documents deliverable at closing in accordance with this Agreement shall be tabled and held in escrow until all deliveries are completed, and until all parties have agreed to release the documents and terminate the escrow.

8.2 Vendor's Closing Documents

At the Closing, the Vendor will tender to the Purchaser:

- (a) a Court certified copy of the Approval and Vesting Order and any other orders of the Court as are necessary or advisable to effect the transfer of the Assets in accordance with the terms and conditions of this Agreement;
- (b) certified copies of the resolutions of the directors of the Vendor, as applicable, in form satisfactory to the Purchaser acting reasonably, authorizing the sale of the Assets, including the transfers of the Shares to the Purchaser;

- (c) certified copies of resolutions of the directors of CDLV, in form satisfactory to the Purchaser acting reasonably, authorizing the transfers of the Shares to and registration of the Shares in the name of the Purchaser and the issue of new share certificates representing the Shares in the name of the Purchaser;
- (d) share certificates in the name of the Vendor representing the Shares duly endorsed for transfer and duly executed share certificates representing the Shares in the name of the Purchaser;
- (e) certified copy of the central securities register of CDLV recording that the Purchaser is the holder of the Shares;
- (f) duly signed resignations of Naishun Liu as a director and officer of CDLV, or certified copies of shareholder and/or director resolutions of CDLV removing Naishun Liu as a director and officer of CDLV, and certified copies of shareholder and/or director resolutions of CDLV electing or appointing directors and officers specified by the Purchaser; and
- (g) such transfers, assignments, and other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

8.3 Purchaser's Closing Documents

At the Closing, the Deposit shall be paid to the Vendor, and the Purchaser will tender to the Vendor:

- (a) a certificate authorizing the Vendor to set off and apply \$400,000 of the DIP Loan against the Purchase Price payable under this Agreement, in form satisfactory to the Vendor acting reasonably; and
- (b) a certified cheque or bank draft payable to the Vendor in the amount of \$860,000.00.

9. General

9.1 Reliance

The Vendor acknowledges and agrees that the Purchaser has entered into this Agreement relying on the representations, warranties, covenants, and agreements, and other terms and conditions of this Agreement.

9.2 Commissions, Legal Fees

Subject to any other term or condition herein, each of the parties will bear the fees and disbursements of the respective lawyers, accountants, and consultants engaged by them

respectively in connection with this Agreement and will not cause or permit any such fees or disbursements to be charged to the Vendor before the Closing Date.

9.3 Notices

Any demand, notice, or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, (by registered mail) or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC
V6E 4E5

Attention: Jeffrey Bradshaw jeffrey.bradshaw@ca.dlapiper.com

To the Purchaser:

Fraser Litigation Group, 1100 – 570 Granville Street, Vancouver, BC V6C
3P1

Attention: R. Barry Fraser BFraser@FraserLitigation.com

or to such other street address, individual or electronic communication number, or address as may be designated by notice given by either party to the other. Any demand, notice, or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, (if given by registered mail, on the third business day following the deposit thereof in the mail and), if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. (If the party giving any demand, notice, or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice, or other communication may not be mailed but must be given by personal delivery or by electronic communication.)

9.4 Time of Essence

Time is of the essence of this Agreement.

9.5 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof, and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

9.6 Further Assurances

Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Closing Date, be reasonably required by the other party to carry out the intent and meaning of this Agreement.

9.7 Proper Law

This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of British Columbia.

9.8 Entire Agreement

This Agreement contains the whole agreement between the Vendor and Purchaser pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties and there are no representations, warranties, covenants, conditions, or other terms other than expressly contained in this Agreement.

9.9 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may be arbitrarily withheld.

9.10 Benefit and Binding Nature of the Agreement

This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

9.11 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

9.12 Counterparts and Delivery


This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), whether containing signatures by hand of the signatory or computer or machine-generated signatures, shall be equally effective as delivery of a manually executed counterpart hereof, and will constitute delivery of an original document.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date and year first above written.

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory



QU BO LIU

SCHEDULE "D"

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made effective as of April 22, 2025,

BETWEEN:

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.
(Incorporation Number BC0712504), a company incorporated pursuant to the laws of British Columbia and having an office at Suite 202 – 2232 West 41st Avenue, Vancouver, BC V6M 1Z8

(the “Vendor”)

AND:

QU BO LIU, a business person having an address at 3577 West 34th Avenue, Vancouver BC V6N 2K7

(the “Purchaser”)

BACKGROUND

- A. The Vendor carries on the business of investing in, exploring, developing, and operating mineral mining projects and supporting infrastructure in British Columbia and elsewhere, including interests in CANADA DEHUA DRILLING LTD. (Incorporation Number BC0880295) (“**CDD**”), VANCOUVER ISLAND IRON ORE CORPORATION (Incorporation Number BC1070400) (“**VIIOC**”), and the mining project described as the IRON ROSS PROJECT (the “**Iron Ross Project**”).
- B. The Vendor is the legal and beneficial owner of:
- a. 100 Class “A” Voting common shares without par value in the capital of CDD (the “**CDD Shares**”), and CDD is the legal and beneficial owner of, or in possession and control of the properties described in Schedule “A” hereto (the “**CDD Properties**”) including all permits, mineral interests and licences, geological and exploration data, and intellectual property used or held in connection with the CDD Properties;
 - b. 80 Voting common shares without par value in the capital of VIIOC (the “**VIIOC Shares**”), and VIIOC is the owner of or in possession and control of the mining project described as the PACIFIC PROJECT (the “**Pacific Project**”), including the certain mineral interests comprising the Pacific Project (the “**Pacific Project Mineral Interests**”), and all permits, mineral interests and licences, geological and exploration data, and intellectual

property used or held in connection with the Pacific Project and the Pacific Project Mineral Interests; and

- c. the Iron Ross Project, including the mineral interests described in Schedule "B" hereto (the "**Iron Ross Mineral Interests**"), together with all permits, licences, geological and exploration data, and intellectual property owned directly or indirectly by the Vendor in connection with the Iron Ross Project and the Iron Ross Mineral Interests.
- C. The Vendor and the Assets as herein defined are the subject of certain proceedings brought pursuant to the *Companies' Creditors Arrangement Act* (Canada) in the Supreme Court of British Columbia, Vancouver Registry No. S-224444 (the "**CCAA Proceedings**").
- D. Pursuant to the Orders of the Supreme Court of British Columbia (the "**Court**") in the CCAA Proceedings:
 - a. the Vendor is authorized to pursue all avenues of sale of its assets, including its interests in the Assets as herein defined, in whole or in part, subject to prior approval of the Court before any material sale is concluded; and
 - b. the sale of the Vendor's interests in the Assets is to be implemented in compliance with the Sale and Investment Solicitation Process approved by the Court (the "**SISP**").
- E. Pursuant to debtor in possession financing provided by the Purchaser to the Vendor, the Vendor is indebted to the Purchaser (the "**DIP Loan**").
- F. Pursuant to and in accordance with the SISP, the Vendor has agreed to sell and the Purchaser has agreed to purchase all of the Vendor's right, title, and interest in and to the CDD Shares, the VIIOC Shares, and the Iron Ross Mineral Interests, free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon, on the terms and subject to the conditions set-out herein.

TERMS OF AGREEMENT

In consideration of the premises and the covenants and agreements contained in this Agreement, the parties agree with each other as follows:

1. Interpretation

1.1 In this Agreement:

- (a) "**Agreement**" means this agreement and all amendments made hereto by written agreement between the Vendor and the Purchaser;

- (b) **"Assets"** means the CDD Shares, the VIIOC Shares and the Iron Ross Mineral Interests, free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon, on the terms and subject to the conditions set-out herein;
- (c) **"Closing Date"** means as soon as possible upon the granting of an approval and vesting order by the CCAA Court in form and substance acceptable to the Purchaser, but in any event, no later than 21 days thereafter, or such other date as may be mutually agreed upon in writing by the parties;
- (d) **"Time of Closing"** means 12:00 Noon Pacific Time on the Closing Date;

and any terms used herein denoted with initial capital letters shall have the meanings assigned to them by the provisions of this Agreement.

- 1.2 The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement and not to any particular article, section, or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles and sections are to articles and sections of this Agreement.
- 1.3 In this Agreement words importing the singular number only shall include the plural and vice versa, wordings importing the masculine gender shall include the feminine, and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, and companies. The term "including" means "including without limiting the generality of the foregoing".
- 1.4 All references to currency herein are to lawful money of Canada.
- 2. **Purchase and Sale of Assets**
 - 2.1 Subject to the terms and conditions of this Agreement, on the Closing Date the Vendor will sell, assign, and transfer to the Purchaser and the Purchaser will purchase from the Vendor, as applicable, all (but not less than all) right, title, and interest in and to the Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon for a total purchase price of **\$400,000.00** (the "**Purchase Price**").
 - 2.2 The Purchase Price will be paid and satisfied as provided in section 8.3 and delivered by the Purchaser to the Vendor on the Closing Date against delivery to the Purchaser of the documents described in section 8.2.
 - 2.3 The parties agree to use reasonable efforts to agree prior to the Closing Date on an allocation of the Purchase Price among the components of the Assets in accordance

with the fair market value of such components on the Closing Date. However, the parties further agree that failure to agree on such an allocation prior to the Closing Date will not render this Agreement unenforceable or result in a termination of this Agreement, and in such case the Vendor and the Purchaser will make its own determination of allocation.

3. **SISP.**

3.1 The Vendor shall apply to the Court in the CCAA Proceeding on or about April 22, 2025, for an order approving the SISP (the "**SISP Approval Order**").

3.2 The SISP Approval Order shall, *inter alia*, recognize the within offer by the Purchaser and the Purchase Price:

- (a) as a baseline or "stalking horse bid" in respect of the Assets (the "**Stalking Horse Bid**"); and
- (b) as a deemed "Qualified Bid", with an attendant right on the part of the Purchaser to participate as a bidder in any auction of the Assets.

3.3 In order to meet the definition of a "Superior Bid" for the purpose the SISP, any competing offer to purchase the Assets must have a purchase price that exceeds the Purchase Price by an amount of not less than 10% of the Purchase Price.

3.4 The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether an offer to purchase the Assets for an amount greater than the Purchase Price (a "**Superior Bid**") can be obtained for the Assets, and that the Stalking Horse Bid may be the successful bid for the Assets.

3.5 In consideration for the Purchaser's expenditure of time, money, and agreement to act as the initial bidder through the Stalking Horse Bid, in the event that the Stalking Horse Bid is not the Successful Bid the Purchaser shall be entitled to receive from the Vendor, upon completion of the sale of the Assets to the successful bidder, a break fee equal to 5% of the amount of the ~~Successful Bid~~ ^{PURCHASE PRICE} (inclusive of taxes, if any) (the "**Break Fee**").

3.6 Notwithstanding any other term or condition of this Agreement, the obligation of the parties to complete the transactions contemplated by this Agreement shall be subject to the mutual condition, which is for the benefit of both the Vendor and the Purchaser, that on or before the Closing Date, the Vendor shall have obtained an Order or Orders of the Court (collectively, the "**Approval and Vesting Order**"):

- (a) approving the sale of the Assets to the Purchaser on the terms and conditions of this Agreement; and
- (b) upon the completion of the transactions contemplated by this Agreement, vesting absolutely in the Purchaser all right, title, and interest in and to the CDD Shares, the VIIOC Shares and the Iron Ross Mineral Interests, free

and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, options, trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, 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 including, without limiting the generality of the foregoing, any encumbrance or charge created by order of the Court in the CCAA Proceeding.

4. **Deposit**

- 4.1 Concurrent with the execution of this Agreement, the deposit of \$40,000 (the "**Deposit**") which the Purchaser has previously paid to DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC V6E 4E5 ("**DLA Piper**") shall be transferred by DLA Piper to FTI Consulting Canada Inc., 701 West Georgia Street #1450, Vancouver, BC V7Y 1B6 (the "**Monitor**"), to be held by the Monitor in accordance with the terms of this Agreement.
- 4.2 At the Closing, the Deposit shall be paid to the Vendor on account of the Purchase Price as provided in this Agreement.
- 4.3 If the transactions contemplated by this Agreement are not completed on the Closing Date:
- (a) by reason of the failure to obtain the Approval and Vesting Order;
 - (b) by reason of the default of the Vendor in the performance or satisfaction of its obligations under this Agreement, or
 - (c) otherwise through no fault of any party,
- the Deposit shall be forthwith returned to Fraser Litigation Group, 570 Granville Street #1100, Vancouver, BC V6C 1W6, in trust for the Purchaser.
- 4.4 If the transactions contemplated by this Agreement are not completed on the Closing Date by reason of the default of the Purchaser in the performance or satisfaction of any of its obligations under this Agreement, the Deposit shall be paid to the Vendor as liquidated damages and not as a penalty, and upon payment of the Deposit the Vendor will have no further claim against the Purchaser for any additional damages or loss whatsoever.

5. **Representations and Warranties**

The parties acknowledge and represent that:

- (a) the sale of the Assets is on an "as is, where is" basis;

- (b) the Vendor does not make or give any representations or warranties that survive the completion of the transactions contemplated by this Agreement;
- (c) the Purchaser has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer;
- (d) the Purchaser has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in entering into this Agreement and completing the transactions contemplated by this Agreement; and
- (e) the Purchaser did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, the Vendor or the completeness of any information provided in connection therewith, except as expressly stated herein.

6. Purchaser's Conditions of Closing

6.1 The obligations of the Purchaser under this Agreement are subject to the following conditions for the exclusive benefit of the Purchaser being fulfilled at the Time of Closing or waived by the Purchaser at or before the Time of Closing:

- (a) the Vendor will have complied with all terms and covenants in this Agreement agreed to be performed or caused to be performed by them at or before the Time of Closing;
- (b) no action or proceeding against the Assets or the Vendor, or any of them, will be pending or threatened by any person, company, firm, governmental authority, regulatory body, or agency to enjoin or prohibit the purchase and sale of the Assets or any of them as contemplated by this Agreement, or the right of the Purchaser to directly and indirectly own the Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon, as contemplated by this Agreement;
- (c) all necessary steps and proceedings will have been taken to permit the Assets to be duly and regularly transferred to and registered in the name of the Purchaser, as applicable, free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein or thereon.

6.2 If on the Closing Date any of the conditions in section 6.1 are not fulfilled or waived as contemplated in section 6.3, the Purchaser may rescind this Agreement by notice in writing to the Vendor. In such event, the Purchaser shall be released from all obligations under this Agreement, and the Vendor will also be released unless the Vendor was reasonably capable of causing such condition or conditions to be

fulfilled, or the Vendor has breached any of its covenants or agreements in this Agreement.

- 6.3 The conditions in section 6.1 may be waived in whole or in part by the Purchaser without prejudice to any right of rescission or any other right in the event of the non-fulfillment of any other condition or conditions. A waiver will be binding only if it is in writing.

7. Vendor's Conditions of Closing

- 7.1 The obligations of the Vendor under this Agreement are subject to the following conditions for the exclusive benefit of the Vendor being fulfilled at the Time of Closing or waived by the Vendor at or before the Time of Closing:

- (a) the Purchaser will have complied with all terms, covenants, and agreements in this Agreement agreed to be performed or caused to be performed by it on or before the Time of Closing;
- (b) no action or proceeding against the Purchaser will be pending or threatened by any person, company, firm, governmental authority, regulatory body, or agency to enjoin or prohibit the purchase and sale of the Assets or any of them as contemplated by this Agreement or the right of the Purchaser to directly and indirectly own the Assets; and
- (c) all director and shareholder resolutions and director and officer resignations, elections and/or appointments required in order for the Vendor to be able to make the Vendor's Closing deliveries at sections 8.2(h) and 8.2(k) shall have been obtained.

- 7.2 If on the Closing Date any of the conditions in section 7.1 are not fulfilled or waived as contemplated in section 7.3, the Vendor may rescind this Agreement by notice in writing to the Purchaser. In such event, the Vendor and the Purchaser shall be released from all obligations under this Agreement.

- 7.3 The conditions in section 7.1 may be waived in whole or in part by the Vendor without prejudice to any right of rescission or any other right in the event of non-fulfillment of any other condition or conditions. A waiver will be binding only if it is in writing.

8. Closing

8.1 Closing Location

Unless otherwise agreed to by the parties in writing, the closing of the transactions contemplated by this Agreement (the "**Closing**") will take place at the offices of DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC V6E 4E5 or by way of exchange of documents, at 12:00 noon Pacific Time on the Closing Date, or such earlier or later date as the parties may agree to in writing. All documents may be delivered

electronically, other than payments, share certificates, powers of attorney, and other similar documentation, and, all documents deliverable at closing in accordance with this Agreement shall be tabled and held in escrow until all deliveries are completed, and until all parties have agreed to release the documents and terminate the escrow.

8.2 Vendor's Closing Documents

At the Closing, the Vendor will tender to the Purchaser:

- (a) a Court certified copy of the Approval and Vesting Order and any other orders of the Court as are necessary or advisable to effect the transfer of the Assets in accordance with the terms and conditions of this Agreement;
- (b) certified copies of the resolutions of the directors of the Vendor, as applicable, in form satisfactory to the Purchaser acting reasonably, authorizing the sale of the Assets, including the transfers of the CDD Shares and the VIIOC Shares to the Purchaser;
- (c) certified copies of resolutions of the directors of CDD, in form satisfactory to the Purchaser acting reasonably, authorizing the transfers of the CDD Shares to and registration of the CDD Shares in the name of the Purchaser and the issue of new share certificates representing the CDD Shares in the name of the Purchaser;
- (d) share certificates in the name of the Vendor representing the CDD Shares duly endorsed for transfer and duly executed share certificates representing the CDD Shares in the name of the Purchaser;
- (e) certified copy of the central securities register of CDD recording that the Purchaser is the holder of the CDD Shares;
- (f) duly signed resignations of the directors and officers of CDD specified by the Purchaser, or certified copies of shareholder resolutions of CDD removing the directors and officers of CDD specified by the Purchaser, and certified copies of shareholder and/or director resolutions of CDD electing or appointing directors and officers specified by the Purchaser;
- (g) certified copies of the resolutions of the directors of the Vendor, as applicable, in form satisfactory to the Purchaser acting reasonably, authorizing the sale of the Assets, including the transfers of the VIIOC Shares and the VIIOC Shares to the Purchaser;
- (h) certified copies of resolutions of the directors of VIIOC, in form satisfactory to the Purchaser acting reasonably, authorizing the transfers of the VIIOC Shares to and registration of the VIIOC Shares in the name of the Purchaser and the issue of new share certificates representing the VIIOC Shares in the name of the Purchaser;

- (i) share certificates in the name of the Vendor representing the VIIOC Shares duly endorsed for transfer and duly executed share certificates representing the VIIOC Shares in the name of the Purchaser;
- (j) certified copy of the central securities register of VIIOC recording that the Purchaser is the holder of the VIIOC Shares;
- (k) duly signed resignations of the directors and officers of VIIOC specified by the Purchaser, or certified copies of shareholder resolutions of VIIOC removing the directors and officers of VIIOC specified by the Purchaser, and certified copies of shareholder and/or director resolutions of VIIOC electing or appointing directors and officers specified by the Purchaser;
- (l) if required by the Purchaser, transfers of the Iron Ross Mineral Interests in the form required by the applicable governmental authority (and for greater certainty, to the extent that any Iron Ross Mineral Interests which are pending claim applications at Closing cannot be conveyed until they are registered, the Vendor covenants to transfer any such claims to the Purchaser once such claims are registered);
- (m) possession of all books, records, book accounts, and all other documents, files, records, and other data, financial or otherwise, owned by CDD in connection with the CDD Properties, including all mineral licences, geological and exploration data and intellectual property owned by CDD in connection with the CDD Properties;
- (n) possession of all books, records, book accounts, and all other documents, files, records, and other data, financial or otherwise, owned by VIIOC in connection with the Pacific Project Mineral Interests, including all mineral licences, geological and exploration data and intellectual property owned by VIIOC in connection with the Pacific Project Mineral Interests (for greater certainty, only to the extent that the Vendor is in possession or control of the foregoing and is authorized and permitted to deliver same);
- (o) possession of all books, records, book accounts, and all other documents, files, records, and other data, financial or otherwise, owned by the Vendor in connection with the Iron Ross Project and the Iron Ross Project Mineral Interests, including all mineral licences, geological and exploration data and intellectual property owned by the Vendor in connection with the Iron Ross Project (for greater certainty, only to the extent that the Vendor is in possession or control of the foregoing and is authorized and permitted to deliver same); and
- (p) such transfers, assignments, and other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

8.3 Purchaser's Closing Documents

At the Closing, the Deposit shall be paid to the Vendor, and the Purchaser will tender to the Vendor:

- (a) a certificate authorizing the Vendor to set-off and apply all or a portion of the DIP Loan, up to an amount equal to but not exceeding \$360,000.00, against the Purchase Price payable under this Agreement, in form satisfactory to the Vendor acting reasonably (to the extent that any such funds are available for such set-off after setting off and applying the amounts against the Purchase Price pursuant to section 8.3(a) of the Purchase Agreement between the Vendor and the Purchaser relating to the Murray River Project); and
- (b) a certified cheque or bank draft payable to the Vendor in the amount of the balance of the Purchase Price remaining payable after the set-off of the DIP Loan, if any.

9. General

9.1 Reliance

The Vendor acknowledges and agrees that the Purchaser has entered into this Agreement relying on the representations, warranties, covenants, and agreements, and other terms and conditions of this Agreement.

9.2 Commissions, Legal Fees

Subject to any other term or condition herein, each of the parties will bear the fees and disbursements of the respective lawyers, accountants, and consultants engaged by them respectively in connection with this Agreement and will not cause or permit any such fees or disbursements to be charged to the Vendor before the Closing Date.

9.3 Notices

Any demand, notice, or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, (by registered mail) or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

DLA Piper (Canada) LLP, 2700 – 1133 Melville Street, Vancouver, BC
V6E 4E5

Attention: Jeffrey Bradshaw jeffrey.bradshaw@ca.dlapiper.com

To the Purchaser:

Fraser Litigation Group, 1100 – 570 Granville Street, Vancouver, BC V6C 3P1

Attention: R. Barry Fraser BFraser@FraserLitigation.com

or to such other street address, individual or electronic communication number, or address as may be designated by notice given by either party to the other. Any demand, notice, or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, (if given by registered mail, on the third business day following the deposit thereof in the mail and), if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. (If the party giving any demand, notice, or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice, or other communication may not be mailed but must be given by personal delivery or by electronic communication.)

9.4 Time of Essence

Time is of the essence of this Agreement.

9.5 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof, and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

9.6 Further Assurances

Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Closing Date, be reasonably required by the other party to carry out the intent and meaning of this Agreement.

9.7 Proper Law

This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of British Columbia.

9.8 Entire Agreement

This Agreement contains the whole agreement between the Vendor and Purchaser pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties and there are no representations,

warranties, covenants, conditions, or other terms other than expressly contained in this Agreement.

9.9 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may be arbitrarily withheld.

9.10 Benefit and Binding Nature of the Agreement

This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

9.11 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

9.12 Counterparts and Delivery

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), whether containing signatures by hand of the signatory or computer or machine-generated signatures, shall be equally effective as delivery of a manually executed counterpart hereof, and will constitute delivery of an original document.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date and year first above written.

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

2.11.15
QU BO LIU

CAN: 56689080.4

Schedule A**CDD Properties**

1. LOT 6, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-285
2. LOT 7, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-293
3. LOT 8, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-307
4. LOT 9, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-315
5. LOT 10, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-323
6. LOT 11, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-331
7. LOT 12, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-340
8. LOT 13, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-358
9. LOT 14, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-366
10. LOT 15, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-374
11. LOT 16, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-382
12. LOT 17, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-391
13. LOT 18, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-404
14. LOT 19, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-412
15. LOT 20, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-421
16. LOT 21, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-439

17. LOT 22, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-447
18. LOT 23, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-455
19. LOT 24, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-463
20. LOT 25, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-471
21. LOT 26, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-480
22. LOT 27, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-498
23. LOT 28, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-501
24. LOT 29, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-510
25. LOT 30, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-528
26. LOT 31, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-536
27. LOT 32, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-544
28. LOT 33, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-552
29. LOT 34, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PJD: 027-317-561
30. LOT 35, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-579
31. LOT 36, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-587
32. LOT 37, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-595
33. LOT 38, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-609
34. LOT 39, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-617

35. LOT 40, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-625
36. LOT 42, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-641
37. LOT 43, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-650
38. LOT 44, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-668
39. LOT 45, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-676
40. LOT 46, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-684
41. LOT 47, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-692
42. LOT 48, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-706
43. LOT 49, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-714
44. LOT 50, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-722
45. LOT 51, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-731
46. LOT 52, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-749
47. LOT 53, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-757
48. LOT 54, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-765
49. LOT 55, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-773
50. LOT 56, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-781
51. LOT 57, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-790
52. LOT 58, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-803

- 53. LOT 59, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-811
- 54. LOT 60, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-820
- 55. LOT 61, PLAN BCP33463, DISTRICT LOT 4134, PEACE RIVER LAND DISTRICT PID: 027-317-838
- 56. 301 - 216 SPIEKER AVENUE, TUMBLER RIDGE, B.C.
- 57. 302 - 216 SPIEKER AVENUE, TUMBLER RIDGE, B.C.
- 58. 304 - 216 SPIEKER AVENUE, TUMBLER RIDGE, B.C.
- 59. 216 - 212 SPIEKER AVENUE, TUMBLER RIDGE, B.C.
- 60. 317 - 212 SPIEKER AVENUE, TUMBLER RIDGE, B.C.
- 61. LOT 1, PLAN BCP31007, DISTRICT LOT 3164, PEACE RIVER LAND DISTRICT PID: 027-141-144

Schedule B

Iron Ross Mineral Interests

<u>Title Number</u>	<u>Title Type</u>	<u>Map Number</u>	<u>Area (ha)</u>
1119948	Mineral Claim	092K	103.24
1119949	Mineral Claim	092K	61.92
1123153	Mineral Claim Application *	092K	288.94
1123156	Mineral Claim Application *	092K	41.29

* Claims are pending registration per the BC Mineral Claim Consultation Process. Mineral Claim Applications may not be transferred until the claim has been registered.

- 10 -

SCHEDULE "E"

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>
---------------------	---

	<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; or6. 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;

	<ol style="list-style-type: none">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; and4. exercise all such other rights and remedies available to it at law or equity.
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 denominations 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
--	--

[The remainder of this page is intentionally left blank.]

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

No. S-224444
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE
AND ARRANGEMENT OF CANADIAN DEHUA
INTERNATIONAL MINES GROUP INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 080762-00014

JDB