

File No. CV-23-00707394-00CL

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

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

AND IN THE MATTER OF A PLAN OF A COMPROMISE OR ARRANGEMENT OF  
TACORA RESOURCES INC.

**MOTION RECORD  
(FIRST INSURANCE FUNDING OF CANADA INC.)**

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Lawyers for First Insurance  
Funding of Canada Inc.

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TACORA RESOURCES INC.

**NOTICE OF MOTION**

First Insurance Funding of Canada Inc. ("**FIRST**") will make a motion to a judge presiding over the Commercial List on a date to be fixed by the court at the courthouse located at 330 University Avenue, Toronto.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR**

1. an order, if necessary, validating and abridging the time for service of this notice of motion and the motion record in the manner effected by FIRST and an order dispensing with service thereof on any party other than the parties served;
2. an order retroactively approving two pre-authorized instalment payments taken by FIRST from a bank account held by Tacora Resources Inc. ("**Tacora**") despite the stay of proceedings imposed in these proceedings;
3. in the alternative, an order declaring that FIRST is entitled to enforce its security by: (i) cancelling the policies of insurance financed under a Commercial Premium Finance Agreement dated December 30, 2019 as renewed (the "**2019 PFA**") between FIRST and Tacora; and (ii) cancelling the policies of insurance financed under a Commercial Premium Finance Agreement dated March 14, 2022 as renewed (the "**2022 PFA**")

4. an order, if necessary, lifting the stay of proceedings, or alternatively, a declaration that such a stay does not prevent such action by FIRST;
5. an order that the enforcement of FIRST's security is without prejudice to any claims or rights FIRST may have against Tacora;
6. its costs of this motion on a substantial indemnity basis; and
7. such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THIS MOTION ARE

**THE 2019 PFA**

1. pursuant to the terms of the 2019 PFA, FIRST loaned the sum of \$1,979,365.14 to Tacora to finance the purchase of eleven policies of property insurance from a variety of insurers each with a 12 month term commencing on December 21, 2019. Tacora was obligated to pay that loan back to FIRST in nine consecutive monthly instalments each of \$219,929.46 starting on January 21, 2020 and ending on September 21, 2020;
2. Tacora remitted each of the 9 payments under the first term of the 2019 PFA and those instalment obligations are not in issue in this motion;
3. the 2019 PFA was renewed on four occasions to finance renewal terms of each of the financed policies;
4. the current renewal of the 2019 PFA occurred on January 11, 2023 pursuant to which FIRST loaned the sum of \$2,952,144.64 to Tacora to finance the purchase of the current renewal term for each of the eleven policies of property insurance. The terms of each of the financed policies are 12 months commencing on December 21, 2022;
5. Tacora is obligated to pay the loan pursuant to the current renewal of the 2019 PFA back to FIRST in ten consecutive monthly instalments each of \$295,214.46 starting on January 21, 2023 and ending on October 21, 2023;



6. Tacora arranged for the monthly instalments due under the 2019 PFA to be made by preauthorized payments from its bank account;

#### **THE 2022 PFA**

7. pursuant to the terms of the 2022 PFA, FIRST loaned the sum of \$481,886.05 to Tacora to finance the purchase of four policies of insurance of various types and from a variety of insurers. Each of those financed policies had a 12 month term commencing on March 1, 2022. Tacora was obligated to pay that loan back to FIRST in nine consecutive monthly instalments each of \$53,542.89 starting on April 1, 2022 and ending on December 1, 2022;

8. Tacora remitted each of the 9 payments under the first term of the 2022 PFA and those instalment obligations are not in issue in this motion;

9. the 2022 PFA was renewed on March 9, 2023 pursuant to which FIRST loaned the sum of \$488,234.69 to Tacora to finance the purchase of the renewal term for each of four policies financed under the 2022 PFA. The renewal terms of each of those financed policies is 12 months commencing on March 1, 2023;

10. Tacora is obligated to pay the loan pursuant to the current renewal of the 2022 PFA back to FIRST in eight consecutive monthly instalments each of \$61,029.34 starting on April 1, 2023 and ending on November 1, 2023;

11. Tacora arranged for the monthly instalments due under the 2022 PFA to be made by preauthorized payments from its bank account;

#### **SECURITY**

12. Pursuant to each of the PFAs, Tacora granted the following to FIRST by way of security for Tacora's payment obligations:

- (1) Tacora irrevocable appointed FIRST as its attorney-in-fact and agent with full authority to cancel the financed policies in the event of a payment default under the PFA; and

(2) Tacora assigned to FIRST all unearned premiums that may accrue by termination of the financed policies.

13. FIRST does not exert a security interest in any other property except for the unearned premiums.

14. by their nature, the unearned premiums decrease with each passing day that the financed policies are in force.

### **THE CCAA PROCEEDINGS**

15. by Initial Order dated October 10, 2022, Tacora was granted protection under the *Companies' Creditors Arrangement Act*;

16. paragraph 26 of the Initial Order appointed FTI Consulting Canada Inc. (the "Monitor") as the Monitor;

17. paragraphs 10 and 11 of the Initial Order imposed a stay of proceedings against Tacora and its property until October 20, 2023. That stay period was extended from time to time and is currently in place until February 9, 2024;

18. as at the date of the Initial Order, there were two instalments payments due to be paid to FIRST under each PFA as follows:

<b>PFA</b>	<b>DUE DATE</b>	<b>AMOUNT</b>
2019 PFA	October 21, 2023	\$488,234.69
2022 PFA	November 1, 2023	\$61,029.34

19. on October 10, 2023, FIRST received correspondence from the Tacora advising of the Initial Order and requesting that FIRST halt, until further notice, "all automatically processed recurring payments associated" with the PFAs;

20. upon receiving Tacora's notice letter, FIRST's counsel immediately opened a dialogue with counsel for Tacora and the Monitor to discuss the issue;

21. during those discussions, and through an administrative error, both the October 21, 2023 instalment due pursuant to the 2019 PFA and the November 1, 2023 instalment due pursuant to the 2022 PFA were processed by FIRST;

22. FIRST has made it clear to the Monitor that those funds would be returned to Tacora in the event that it is ordered by this Honourable Court;

### **FIRST's WASTING SECURITY**

23. in the event that FIRST is ordered to pay back the two instalment payments indicated above, it would then ask for the order lifting the stay to permit it to cancel the policies financed under the two PFAs;

24. the unearned premiums under the financed policies are decreasing on a daily basis which, if (i) the instalment payments are not made; and (ii) the policies are not cancelled, is converting FIRST from a secured creditor into an unsecured creditor. The decreasing value of the unearned premiums are approximately \$37,000 every 5 days;

25. such further and other grounds as counsel may advise and this Honourable Court may permit

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

- (1) the affidavit of Stephen Karpiuk; and
- (2) such further and other material as counsel may advise and this Honourable Court may permit.

Date: November 8, 2023

**CAMELINO GALESSIERE LLP**

Barristers & Solicitors

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Lawyers for First Insurance Funding  
of Canada Inc.

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36,  
AS AMENDED; AND IN THE MATTER OF THE PLAN OF ARRANGEMENT OF  
TACORA RESOURCES INC.

Court File No. CV-23-00707394-00CL

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

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**NOTICE OF MOTION**

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Inc.

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
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TACORA RESOURCES INC.

**AFFIDAVIT OF STEPHEN KARPIUK  
(SWORN ON NOVEMBER 8, 2023)**

I, STEPHEN KARPIUK, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Vice President, Credit & Portfolio Management employed by First Insurance Funding of Canada Inc. ("**FIRST**"), a creditor of Tacora Resources Inc ("**Tacora**"). As such, I have knowledge of the matters hereinafter deposed to except where I indicate that such knowledge is based on the information of others. Where such information is obtained from others, I believe it to be true.

2. I am familiar with FIRST's policies, practices and procedures in connection with the daily receiving, recording, filing and retrieving of business information, including the maintenance of records relating to the financing of insurance premiums for commercial insurance policies. For the purposes of this affidavit, I have reviewed FIRST's records in connection with Tacora, which records have been kept in accordance with such business practices.

**A. THE PREMIUM FINANCING INDUSTRY**

3. FIRST's business involves the financing of insurance premiums for commercial enterprises pursuant to the terms set out in a standard form of contract called a Commercial Premium Finance Agreement. Pursuant to a Commercial Premium

Finance Agreement, FIRST advances funds to one or more insurers on behalf of the borrower to pay for premiums owing under insurance policies issued to the borrower.

4. By the terms of the Commercial Premium Finance Agreement, the borrower agrees to repay the financed amount back to FIRST in monthly instalments. In exchange for financing the remaining premiums, FIRST earns a service charge provided for by the Commercial Premium Finance Agreement.

5. In the event that a financed policy or policies are cancelled before their full term, and sufficient down payments and/or premiums have been paid, the insurers will issue a credit in favour of the Insured for unearned premiums.

6. Under the terms of Commercial Premium Finance Agreements, the borrower assigns to FIRST as collateral for the total balance due any and all unearned premiums and dividends which may become payable under the financed policies. The borrower also irrevocably and specifically appoints FIRST as its attorney, with full authority upon a payment default by the borrower to cancel the financed policies and to receive all sums assigned thereunder.

## **B. THE COMMERCIAL PREMIUM FINANCE AGREEMENTS**

7. Relevant to this motion, Tacora entered into two Commercial Premium Finance Agreements with FIRST as follows:

- (1) an agreement dated December 30, 2019 in which Tacora borrowed funds to finance eleven policies of property insurance issued by a variety of insurers (the “[2019 PFA](#)”);<sup>1</sup> and
- (2) an agreement dated March 14, 2022 in which Tacora borrowed funds to finance four policies of insurance of various types from various insurers (the “[2022 PFA](#)”).<sup>2</sup>

<sup>1</sup> Attached to this affidavit as **Exhibit 1** is a copy of the 2019 PFA.

<sup>2</sup> Attached to this affidavit as **Exhibit 2** is a copy of the 2022 PFA

8. As is set out in more detail below, each of the 2019 PFA and the 2022 PFA were renewed by Tacora as required to finance renewals of the financed policies.

**C. THE 2019 PFA**

9. Pursuant to the terms of the 2019 PFA, FIRST loaned the sum of \$1,979,365.14 to Tacora to finance the purchase of eleven policies of property insurance from a variety of insurers each with a 12 month term commencing on December 21, 2019. Tacora was obligated to pay that loan back to FIRST in nine consecutive monthly instalments each of \$219,929.46 starting on January 21, 2020 and ending on September 21, 2020. Tacora remitted each of the 9 payments under the first term of the 2019 PFA and those instalment obligations are not in issue in this motion.

10. The 2019 PFA was renewed on four occasions to finance renewal terms of each of the financed policies.

11. The current **renewal of the 2019 PFA** occurred on January 11, 2023 pursuant to which FIRST loaned the sum of \$2,952,144.64 to Tacora to finance the purchase of the current renewal term for each of the eleven policies of property insurance.<sup>3</sup>

12. Tacora is obligated to pay the loan arising from the 2019 PFA back to FIRST in ten consecutive monthly instalments each of \$295,214.46 starting on January 21, 2023 and ending on October 21, 2023. Tacora arranged for those monthly instalments to be made by preauthorized payments from its bank account.

<sup>3</sup> Attached to this affidavit as **Exhibit 3** is a copy of the 2019 PFA as renewed on January 11, 2023.



13. Pursuant to sections 4 and 5 of the 2019 PFA:
- (1) Tacora has appointed FIRST as its attorney-in-fact with the full authority to cancel the financed policies in the event of a payment default by Tacora; and
  - (2) Tacora has also irrevocably assigned to FIRST its right to receive any and all unearned premiums that may become payable in the event the financed policies are cancelled for any reason.
14. On January 11, 2023, FIRST delivered **written notice**<sup>4</sup> to each of the insurers who issued the policies financed under the 2019 PFA that:
- (1) Tacora had appointed FIRST as its attorney-in-fact with the full authority to cancel the financed policy(ies) in the event of any payment default under the 2019 PFA; and
  - (2) Tacora had assigned to FIRST any and all unearned premiums which may become payable under the financed policy(ies).
15. The terms of each of policies financed under the 2019 PFA are 12 months commencing on December 21, 2022 and ending on December 31, 2023.
16. Tacora made the first nine payments due under the 2019 PFA prior to the current CCAA proceedings. Those payments are not in issue in this motion.
17. On October 10, 2023, Tacora sought and received protection under the *Companies' Creditors Arrangement Act* pursuant to an Initial Order issued on that day.
18. At the time that the Initial Order was issued, there was only one payment left to be paid under the 2019 PFA being the \$295,214.46 due due on October 21, 2023.

<sup>4</sup> Attached to this affidavit as **Exhibit 4** is a copy of each Notice of Assignment and Acceptance dated January 11, 2023 sent to each of the insurers which issued the financed policies.

19. On or about October 10, 2023, FIRST received a **letter from the Tacora** advising FIRST of the Initial Order and requesting that FIRST not take any payments from Tacora that were set up as pre-authorized payments.<sup>5</sup>

20. Upon receipt of that letter, FIRST's legal counsel opened a dialogue with counsel for the Monitor regarding the payment.

21. Through administrative error, FIRST took the final payment due under the 2019 PFA through authorized payment.

#### **D. THE 2022 PFA**

22. Pursuant to the terms of the 2022 PFA, FIRST loaned the sum of \$481,886.05 to Tacora to finance the purchase of four policies of insurance of various types and from a variety of insurers. Each of those financed policies had a 12 month term commencing on March 1, 2022. Tacora was obligated to pay that loan back to FIRST in nine consecutive monthly instalments each of \$53,542.89 starting on April 1, 2022 and ending on December 1, 2022. Tacora remitted each of the 9 payments under the first term of the 2022 PFA and those instalment obligations are not in issue in this motion.

23. The **2022 PFA was renewed** on March 9, 2023 pursuant to which FIRST loaned the sum of \$488,234.69 to Tacora to finance the purchase of the renewal term for each of four policies financed under the 2022 PFA.<sup>6</sup> The renewal terms of each of those financed policies is 12 months commencing on March 1, 2023.

24. Tacora is obligated to pay the loan pursuant to the current renewal of the 2022 PFA back to FIRST in eight consecutive monthly instalments each of \$61,029.34 starting on April 1, 2023 and ending on November 1, 2023. Tacora arranged for the monthly instalments due under the 2022 PFA to be made by preauthorized payments from its bank account.

<sup>5</sup> Attached to this affidavit as **Exhibit 5** is a copy of Tacora's letter of October 10, 2023.

<sup>6</sup> Attached to this affidavit as **Exhibit 6** is a copy of the 2019 PFA as renewed on January 11, 2023

25. Pursuant to sections 4 and 5 of the 2022 PFA:
- (1) Tacora has appointed FIRST as its attorney-in-fact with the full authority to cancel the financed policies in the event of a payment default by Tacora; and
  - (2) Tacora has also irrevocably assigned to FIRST its right to receive any and all unearned premiums that may become payable in the event the financed policies are cancelled for any reason.
26. On March 9, 2023, FIRST delivered **written notice**<sup>7</sup> to each of the insurers who issued the policies financed under the 2022 PFA that:
- (1) Tacora had appointed FIRST as its attorney-in-fact with the full authority to cancel the financed policy(ies) in the event of any payment default under the 2022 PFA; and
  - (2) Tacora had assigned to FIRST any and all unearned premiums which may become payable under the financed policy(ies).
27. Tacora made the first eight payments due under the 2020 PFA prior to the current CCAA proceedings. Those payments are not in issue in this motion.
28. At the time that the Initial Order was issued, there was only one payment left to be paid under the 2022 PFA being the \$53,542.89 due on November 1, 2023.
29. Through administrative error, FIRST took the final payment due under the 2019 PFA through authorized payment.

<sup>7</sup> Attached to this affidavit as **Exhibit 7** is a copy of each Notice of Assignment and Acceptance dated January 11, 2023 sent to each of the insurers which issued the financed policies.

- 7 -

**E. WASTING NATURE OF FIRST'S SECURITY**

30. As indicated above, FIRST's security is the unearned premiums that would arise upon the cancellation of the financed policies.

31. For each passing day that the financed policies are not cancelled, the unearned value becomes earned and the value of FIRST's security decreases. As such, the passing of time is converting FIRST from a secured to an unsecured creditor.

32. This becomes an issue only if this court orders that FIRST is to pay back the two instalment payments paid after the commencement of these proceedings.

33. The unearned premiums under the financed policies are decreasing at the rate of approximately \$37,000 every 5 days as set out in the attached statement.<sup>8</sup>

34. I make this affidavit in support of FIRST's motion for an order authorizing the two payments made after the commencement of these proceedings and for no other nor improper purpose.

SWORN before me by video )  
 conference in accordance with )  
 O.Reg 431 – *Administering Oaths or* )  
*Declarations Remotely* – from the )  
 City of Toronto in the Province of )  
 Ontario (Location of Deponent) to )  
 the City of Toronto in the Province of )  
 Ontario (Location of Commissioner), )  
 this 8<sup>th</sup> day of November, 2023 )

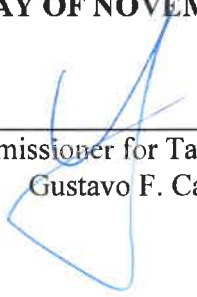
  
 \_\_\_\_\_  
 STEPHEN KARPIUK

\_\_\_\_\_  
 Commissioner for Taking Affidavits

  
 O.K. Commission

<sup>8</sup> Attached to this affidavit as **Exhibit 8** is a schedule of values for the unearned premiums.

**THIS IS EXHIBIT 1 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits  
Gustavo F. Camelino

**Commercial Premium Finance Agreement**

Policy Payment ID: 190067223	All figures expressed are in: CDN
Name and address of Insured (exactly as shown on policies) ("Insured") Tacora Resources Inc. 666 Burrard Street Vancouver, BC, V6C 2X8	Name and address of Insured's broker ("Broker") Marsh Canada Limited - Toronto 120 Bremner Boulevard Suite 800 Toronto, ON, M5J 0A8
Insured telephone:	Broker telephone: Tel: (416) 868-2600

**Payment Schedule**

Down payment percentage	Number of payments	Day of month on which payments are due	First payment due date
30.00 %	9	21	21 January, 2020

Subsequent payments are due on the same day of each succeeding period.

Total premiums	Total down payment	Amount financed	Finance charge	Total of payments and amount of the charge	Amount of each payment	Flat rate*
\$2,763,368.44	\$829,010.54	\$1,934,357.90	\$45,007.24	\$1,979,365.14	\$219,929.46	1.63%

\* The flat rate represents an annual percentage of [5.55%] and is calculated by dividing the finance charge by the total premium. This amount is booked on a declining balance and accrues interest from the effective dates of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

**Schedule of policies covered by this Agreement ("Schedule")**

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
See Attached Schedule of policies							

**Broker's representations and warranties**

In connection with the Policies, the Broker also represents and warrants that: 1) the Insured received a copy of this Agreement and authorized the transaction; 2) if the Broker has agreed to collect the cash down payment, and/or any installments due from the Insured, Broker has collected such payment; 3) the listed Policies are in full force and effect, and the information contained in the Schedule is correct; 4) the Broker is the authorized policy issuing broker of the insurers or the Broker placing the coverage directly with the insurer on all Policies except as indicated in the Schedule; 5) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as indicated in the Schedule or specifically disclosed to FIRST Insurance Funding of Canada (FIRST), and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full Policies' term; 6) the Policies can be cancelled by the Insured or FIRST (or its successors or assignees) with proper notice, and the unearned premiums will be computed by standard short rate or pro-rata tables; 7) to the best of Broker's knowledge, there are no bankruptcy, receivership or other insolvency proceedings affecting the Insured or Broker; 8) Broker shall hold FIRST harmless from, and be liable to FIRST for, any costs, damages or other expenses (including attorney's fees) incurred by FIRST or its assignee as a result of or in connection with violation of these representations and warranties, Broker breach of the Agreement, or from errors, omissions, and inaccuracies of Broker in preparing this Agreement; 9) Broker recognizes the Insured's assignment of the unearned premium to FIRST; 10) to hold in trust for FIRST any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively, by the insurers or FIRST and pay the monies and any unearned commission to FIRST promptly upon demand to satisfy the indebtedness of Insured without any deduction of amounts owed by Insured to Broker; 11) to the best of Broker's knowledge, the Policies do not require advance notice of cancellation to any party (other than notice required to be given by FIRST), are not for a term of less than one year or subject to any other liens, and have not been paid for other than as described herein; 12) Broker will promptly remit all funds received from FIRST and the Insured for the Policies due to the insurers issuing such Policies; and 13) Broker is not an agent of FIRST and is not authorized to bind FIRST and has not made any representation to the contrary.

BY SIGNATURE NOT REQUIRED IF SUBMITTED ONLINE

(Signature of Broker)

(Name and Title)

Date

**Acceptance by Insured**

The Insured has received a copy of the Agreement and read it in its entirety. Upon execution of this Agreement, Insured(s), jointly and severally if more than one, acknowledges and agrees to all terms and provisions herein. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of all named insureds. The Insured is not required to enter into this financing arrangement as a condition for obtaining insurance.

BY

  
 (Signature of Insured)

  
 (Name and Title)

  
 Date

**Schedule of policies covered by this Agreement ("Schedule")**

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
	MMEP-ONT-11 9-19	QBE Services Inc. - Toronto, Lloyds of London (UK)	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	Royal & Sun Alliance - Toronto	PROP	25.00 %	12	21-Dec-2019	\$321,416.50
	MMEP-ONT-11 9-19	AIG Canada - Toronto	PROP	25.00 %	12	21-Dec-2019	\$226,937.97
	MMEP-ONT-11 9-19	Temple Insurance Company - Toronto	PROP	25.00 %	12	21-Dec-2019	\$347,250.26
	MMEP-ONT-11 9-19	Swiss Reinsurance Company Canada	PROP	25.00 %	12	21-Dec-2019	\$221,420.26
	MMEP-ONT-11 9-19	Starr Insurance & Reinsurance Limited	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	Zurich Canada - Toronto	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	CNA Canada - Toronto	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	Allied World Specialty Insurance Company	PROP	25.00 %	12	21-Dec-2019	\$142,851.78
	MMEP-ONT-11 9-19	Sovereign General Insurance - Toronto	PROP	25.00 %	12	21-Dec-2019	\$300,226.82
	MMEP-ONT-11 9-19	Berkshire Hathaway Specialty Ins - Toronto	PROP	25.00 %	12	21-Dec-2019	\$390,461.53

Subtotal \$2,402,929.08 + Taxes \$360,439.36 + Broker fees \$0.00 + Other Policy Fees \$0.00 = Total Premium \$2,763,368.44



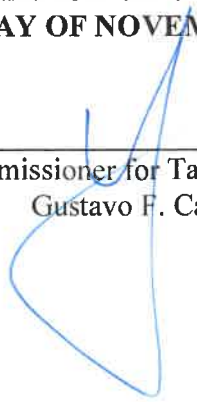
1. **AGREEMENT TO PAYMENT.** In consideration of the payment by FIRST of the Amount Financed and subject to the terms and conditions set out in this Agreement, the Insured agrees to pay FIRST the Total of Payments in accordance with the terms of this Agreement. The Insured shall have the option of utilizing on-line banking or authorizing a pre-authorized withdrawal to the credit of FIRST. If so notified by the Insured or Broker, FIRST is authorized to debit the Insured's account transacting as FIRST INSURANCE with all amounts specified in debit slips or other media that, in either case, purport to represent monthly payments due under the terms of this Agreement. This authorization shall extend to include any revised payment amounts which may become due from revisions to this Agreement, rejected payments, or other amounts due to FIRST. This authorization may be revoked on thirty days prior written notice by the Insured to FIRST. To obtain more information on your right to cancel/recourse, you may contact your financial institution or visit [www.cdnipay.ca](http://www.cdnipay.ca).
2. **WARRANTY OF ACCURACY.** Insured warrant that all Policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies. FIRST is authorized by Insured to insert the names of insurers, policy numbers and first installment due date in this Agreement if omitted or if any financed policy has not been issued at the time of signing. Insured represents that none of the Policies are for personal, household or family purposes, including without limitation for the business of farming in the Provinces of Alberta or Prince Edward Island or for the business of fishing in Prince Edward Island. Insured further warrants that no insolvency proceedings is instituted by or against Insured, it has paid in full to Broker or FIRST the down payment and any past due installments, and FIRST need not notify or obtain consent from another party to effect cancellation of the Policies.
3. **ACCEPTANCE.** This Agreement will not become effective until accepted in writing by FIRST, and upon acceptance, is a valid and enforceable contract. FIRST reserves the right to charge the Insured \$50.00 as a fee for the establishment of this loan facility.
4. **SECURITY INTEREST.** The Insured assigns and grants to FIRST a security interest in the Policies, including all gross unearned premiums plus applicable taxes that may accrue by reason of the cancellation or termination of the Policies under the terms thereof for any reason whatsoever, dividend payments or other income arising under the Policies, and loss payments which reduce unearned premium, subject to any mortgagee or loss payee interest. If any premiums related to any financed policy could be fully earned in the event of loss, FIRST shall be named a loss-payee with respect to the policy.
5. **POWER OF ATTORNEY.** The Insured hereby irrevocably appoints FIRST (and any of FIRST's employees or agents) as attorney-in-fact and agent with full power of substitution and full authority, to (i) cancel the Policies in accordance with the provisions herein, (ii) receive all sums assigned to FIRST, and (iii) execute and deliver on behalf of the Insured all documents, forms and notices relating to the Policies in furtherance of this Agreement. The Insured agrees that this right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. This appointment is by onerous title and is coupled with an interest, and the Insured hereby represents and warrants that it has the authority to appoint FIRST as such attorney-in-fact and agent on behalf of each of the Insured's affiliates.
6. **PREPAYMENT.** The Insured may prepay its loan in full at any time and receive a refund of the unearned finance charge as calculated by the Rule of 78s. If there is an outstanding credit balance owing to the Insured of \$10.00 or less, FIRST shall not be required to refund it.
7. **LATE & RETURNED PAYMENTS.** The Insured agrees upon default in payment of any installment to pay a delinquency charge of 5.00% of the delinquent payment amount. Missed payments jeopardize insurance coverage; Insured shall ensure pre-authorized debits are honoured on the due date to keep insurance in force. Insured agrees that, in the event any of its payment is returned by FIRST by the depository bank or is otherwise not honoured, then Insured shall pay FIRST a returned payment charge not to exceed \$50.00 per occurrence or otherwise as stated in writing during any subsequent renewal term.
8. **ASSIGNMENT.** All rights given to FIRST shall benefit its successors and assignees, and FIRST may transfer its rights under this Agreement without Insured's consent. Insured shall not assign this Agreement or Policies without FIRST's written consent, except for adding mortgagees or loss payees.
9. **DEFAULT/CANCELLATION.** Insured is in default under this Agreement if a) a payment is not received by FIRST when due, b) a proceeding in bankruptcy, receivership, insolvency or other proceeding is instituted by or against Insured, c) any representation or warranty of Insured or Broker contained herein is not true and accurate or misleading in any respect, or d) Insured fails to comply with any of the terms of this or any other Agreement with FIRST. At the time of default, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein, and interest shall accrue thereon at the interest rate of 18.00% per annum, calculated monthly, on the unpaid balance as of the scheduled due date of the first delinquent payment leading to termination of the Policies until the date of payment in full of such outstanding balance. Upon default, FIRST has no further obligation under this Agreement or by applicable law. If a default by the Insured results in cancellation of any of the Policies, the Insured agrees to pay to FIRST a Cancellation Charge in each case not to exceed \$100.00. If cancellation occurs, the Insured agrees to pay FIRST interest on the balance due at the contract rate, or at the maximum lawful rate, until the balance is paid in full.
10. **RIGHTS AFTER POLICIES CANCELLED.** After any of the Policies are cancelled, whether by FIRST, Insured, or the insurance companies listed in the Schedule, FIRST has the right to receive all unearned premiums and other funds assigned to FIRST as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between the Insured and FIRST. Receipt of unearned premiums does not constitute payment of instalments to FIRST, in full or in part. If the amount received is more than the amount owed by Insured, any excess amount will be refunded to Insured; the minimum refund is \$10.00. If the amount received is less than the amount owed by Insured, Insured shall be responsible for the discrepancy. Insured agrees that the insurance companies may rely exclusively on FIRST's representations regarding the Policies.
11. **REINSTATEMENT.** Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to insurers shall not constitute reinstatement or obligate FIRST to request reinstatement of such Policies, and Insured acknowledges that FIRST has no authority to reinstate coverage, and such payments may be applied to Insured's indebtedness hereunder. FIRST may request insurers to reinstate the Policies if all outstanding payments are brought up to date.
12. **COLLECTION COSTS.** FIRST may take all necessary actions to enforce payment of any deficiency and debt generally of Insured. Receipt and acceptance by FIRST of any refund of unearned premium or any other amount shall be without prejudice to the right of FIRST to proceed with legal action against Insured to recover payment of any amount not satisfied. Insured agrees to pay attorney fees, court costs and other collection costs to FIRST if a balance is referred to an attorney or collection agent who is not a salaried employee of FIRST to collect money Insured owes.
13. **AUTHORITY.** Broker is not an agent of FIRST and Broker cannot bind FIRST. FIRST is not an agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that: a) it has chosen to do business with Broker and the insurers, and that the insolvency, fraud, defalcation or other action or failure by any of them shall not relieve or diminish Insured's obligations to FIRST; b) FIRST is not the assignee of the obligations of the insurers, and FIRST has no liability whatsoever in respect of the Policies; and c) Broker has the authority to bind Insured in the event of changes or amendments to this Agreement, including the addition of positive endorsements and renewals, and FIRST is under no obligation to obtain the signature of Insured.
14. **ADDITIONAL PREMIUMS.** The funds paid by FIRST shall be applied only for the premiums due at the time the Policies are issued. Insured shall pay to the insurer(s) any additional premiums or any other sums that become due. Insured or Broker may request that FIRST finance additional policies and/or additional premium during the term of this Agreement, and if FIRST agrees and issues a revised Notice of Acceptance, this Agreement shall be deemed amended accordingly. Should FIRST assign the same account number to any further extensions of credit, then a) this Agreement and other loan documents identified by the account number shall be deemed to comprise a single and indivisible loan transaction, b) any default under any component of the transaction shall constitute a default under the entire transaction, and c) any unearned premium relating to any component of the transaction may be collected and applied by FIRST to the entire loan transaction balance. FIRST may charge \$35.00 for each endorsement or other change request resulting in the terms of this Agreement being modified.
15. **CONTINUOUS PAY.** Where Insured chooses the Continuous Premium Finance option, the following provisions shall apply: a) this Agreement shall provide continuous financing for insurance premiums and is an ongoing contract which may be, at FIRST's option, renewed or extended at the request of Insured or Broker; b) this Agreement may be renewed annually for the policy terms and premium amounts identified in a Renewal Notice executed by Insured and/or Broker and received by FIRST; c) each term and condition of this Agreement shall remain in full force and effect during any renewal term notwithstanding any change of insurer, coverage, premium or payment schedule; d) a down payment as stated herein shall be paid to FIRST by Insured and shall be maintained by Insured annually in an amount equal in proportion to that in the original term, and Insured authorizes FIRST to (i) continue pre-authorized withdrawals until written notice of cancellation or Renewal Notice is received by FIRST and (ii) credit any excess or collect any downfall of down payment from the Insured; e) FIRST may decline any extension of credit or renewal of this Agreement in its sole and absolute discretion; and f) financing by FIRST for any renewal term will be calculated at current rates.
16. **GOVERNING LAW.** To the maximum extent permitted by law, this Agreement shall be deemed made in and governed by the laws applicable in the Province of Ontario, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of such Province in respect of matters arising from this Agreement. For insureds in the Province of Quebec, this Agreement shall be governed by the laws of the Province of Quebec and the federal legislation applicable therein.
17. **LIABILITY.** Broker and Insured hereby release, remise and forever discharge FIRST of and from any and all actions, causes of action, suits, claims, demands and liabilities whatsoever which either of them hereinafter can, shall or may have for or by reason of or in any way arising out of any cancellation or termination of any Policies by FIRST or any insurer.
18. **AGREEMENT.** This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which when taken together constitute one and the same instrument. This Agreement may be delivered by fax, email or mail. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between FIRST and Insured with respect to the matters set out herein and may not be modified, except as agreed upon in writing by FIRST and Insured. FIRST's acceptance of late or partial payments shall not be deemed a waiver by FIRST of any other provisions of this Agreement.



**THIS IS EXHIBIT 2 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**

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Commissioner for Taking Affidavits  
Gustavo F. Camelino



FIRST Insurance Funding of Canada  
 20 Toronto St., Suite 700  
 Toronto, ON, M5C 2B8  
 clientservices@firstinsurancefunding.ca  
 Tel: 888-232-2238 Fax: 888-232-2209

BACK

## Commercial Premium Finance Agreement

Policy Payment ID: 220010334	All figures expressed are in: CDN
Name and address of Insured (exactly as shown on policies) ("Insured") Tacora Resources Inc. Suite 1700, Park Place, 666 Burrard Street Vancouver, BC, V6C 2X8	Name and address of Insured's broker ("Broker") Marsh Canada Limited - Toronto 120 Bremner Boulevard Suite 800 Toronto, ON, M5J 0A8
Insured telephone: Tel: (218) 398-0079	Broker telephone: Tel: (416) 868-2600

### Payment Schedule

Down payment percentage	Number of payments	Day of month on which payments are due	First payment due date
25.00 %	9	1	1 April, 2022

Subsequent payments are due on the same day of each succeeding period.

Total premiums	Total down payment	Amount financed	Finance charge	Total of payments and amount of the charge	Amount of each payment	Flat rate*
\$628,682.25	\$157,170.56	\$471,511.69	\$10,374.36	\$481,886.05	\$53,542.89	1.65%

\* The flat rate represents an annual percentage of [5.25%] and is calculated by dividing the finance charge by the total premium. This amount is booked on a declining balance and accrues interest from the effective dates of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

### Schedule of policies covered by this Agreement ("Schedule")

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
See Attached Schedule of policies							

### Broker's representations and warranties

In connection with the Policies, the Broker also represents and warrants that: 1) the Insured received a copy of this Agreement and authorized the transaction; 2) if the Broker has agreed to collect the cash down payment, and/or any installments due from the Insured, Broker has collected such payment; 3) the listed Policies are in full force and effect, and the information contained in the Schedule is correct; 4) the Broker is the authorized policy issuing broker of the insurers or the Broker placing the coverage directly with the insurer on all Policies except as indicated in the Schedule; 5) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as indicated in the Schedule or specifically disclosed to FIRST Insurance Funding of Canada (FIRST), and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full Policies' term; 6) the Policies can be cancelled by the Insured or FIRST (or its successors or assignees) with proper notice, and the unearned premiums will be computed by standard short rate or pro-rata tables; 7) to the best of Broker's knowledge, there are no bankruptcy, receivership or other insolvency proceedings affecting the Insured or Broker; 8) Broker shall hold FIRST harmless from, and be liable to FIRST for, any costs, damages or other expenses (including attorney's fees) incurred by FIRST or its assignee as a result of or in connection with violation of these representations and warranties, Broker breach of the Agreement, or from errors, omissions, and inaccuracies of Broker in preparing this Agreement; 9) Broker recognizes the Insured's assignment of the unearned premium to FIRST; 10) to hold in trust for FIRST any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively, by the insurers or FIRST and pay the monies and any unearned commission to FIRST promptly upon demand to satisfy the indebtedness of Insured without any deduction of amounts owed by Insured to Broker; 11) to the best of Broker's knowledge, the Policies do not require advance notice of cancellation to any party (other than notice required to be given by FIRST), are not for a term of less than one year or subject to any other liens, and have not been paid for other than as described herein; 12) Broker will promptly remit all funds received from FIRST and the Insured for the Policies due to the insurers issuing such Policies; and 13) Broker is not an agent of FIRST and is not authorized to bind FIRST and has not made any representation to the contrary.

### BY SIGNATURE NOT REQUIRED IF SUBMITTED ONLINE

\_\_\_\_\_  
 (Signature of Broker) (Name and Title) Date

### Acceptance by Insured

The Insured has received a copy of the Agreement and read it in its entirety. Upon execution of this Agreement, Insured(s), jointly and severally if more than one, acknowledges and agrees to all terms and provisions herein. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of all named insureds. The Insured is not required to enter into this financing arrangement as a condition for obtaining insurance.

BY Hope Wilson Hope Wilson Chief Acctg Officer 3/14/22  
 (Signature of Insured) (Name and Title) Date

**Schedule of policies covered by this Agreement ("Schedule")**

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

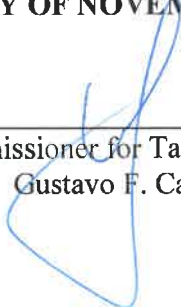
Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
	43-CAO-150292-03	National Liability and Fire Insurance Company	AUTO	0.00 %	12	01-Mar-2022	\$72,680.00
	43-GLO-303996-05	National Liability and Fire Insurance Company	GL	25.00 %	12	01-Mar-2022	\$175,000.00
	1000399279-03	Liberty Mutual Insurance - Toronto	XSUMB	25.00 %	12	01-Mar-2022	\$154,915.00
	43-UMO-31036-1-03	National Liability and Fire Insurance Company	UMB	25.00 %	12	01-Mar-2022	\$147,000.00

Subtotal \$549,595.00 + Taxes \$71,537.25 + Broker fees \$7,550.00 + Other Policy Fees \$0.00 = Total Premium \$628,682.25

## Terms and conditions

1. **AGREEMENT TO PAYMENT.** In consideration of the payment by FIRST of the Amount Financed and subject to the terms and conditions set out in this Agreement, the Insured agrees to pay FIRST the Total of Payments in accordance with the terms of this Agreement. The Insured shall have the option of utilizing on-line banking or authorizing a pre-authorized withdrawal to the credit of FIRST. If so notified by the Insured or Broker, FIRST is authorized to debit the Insured's account transacting as FIRST INSURANCE with all amounts specified in debit slips or other media that, in either case, purport to represent monthly payments due under the terms of this Agreement. This authorization shall extend to include any revised payment amounts which may become due from revisions to this Agreement, rejected payments, or other amounts due to FIRST. This authorization may be revoked on thirty days prior written notice by the Insured to FIRST. To obtain more information on your right to cancel/recourse, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
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13. **AUTHORITY.** Broker is not an agent of FIRST and Broker cannot bind FIRST. FIRST is not an agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that: a) it has chosen to do business with Broker and the insurers, and that the insolvency, fraud, defalcation or other action or failure by any of them shall not relieve or diminish Insured's obligations to FIRST; b) FIRST is not the assignee of the obligations of the insurers, and FIRST has no liability whatsoever in respect of the Policies; and c) Broker has the authority to bind Insured in the event of changes or amendments to this Agreement, including the addition of positive endorsements and renewals, and FIRST is under no obligation to obtain the signature of Insured.
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15. **CONTINUOUS PAY.** Where Insured chooses the Continuous Premium Finance option, the following provisions shall apply: a) this Agreement shall provide continuous financing for insurance premiums and is an ongoing contract which may be, at FIRST's option, renewed or extended at the request of Insured or Broker; b) this Agreement may be renewed annually for the policy terms and premium amounts identified in a Renewal Notice executed by Insured and/or Broker and received by FIRST; c) each term and condition of this Agreement shall remain in full force and effect during any renewal term notwithstanding any change of insurer, coverage, premium or payment schedule; d) a down payment as stated herein shall be paid to FIRST by Insured and shall be maintained by Insured annually in an amount equal in proportion to that in the original term, and Insured authorizes FIRST to (i) continue pre-authorized withdrawals until written notice of cancellation or Renewal Notice is received by FIRST and (ii) credit any excess or collect any downfall of down payment from the Insured; e) FIRST may decline any extension of credit or renewal of this Agreement in its sole and absolute discretion; and f) financing by FIRST for any renewal term will be calculated at current rates.
16. **GOVERNING LAW.** To the maximum extent permitted by law, this Agreement shall be deemed made in and governed by the laws applicable in the Province of Ontario, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of such Province in respect of matters arising from this Agreement. For insureds in the Province of Quebec, this Agreement shall be governed by the laws of the Province of Quebec and the federal legislation applicable therein.
17. **LIABILITY.** Broker and Insured hereby release, remise and forever discharge FIRST of and from any and all actions, causes of action, suits, claims, demands and liabilities whatsoever which either of them hereinafter can, shall or may have for or by reason of or in any way arising out of any cancellation or termination of any Policies by FIRST or any insurer.
18. **AGREEMENT.** This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which when taken together constitute one and the same instrument. This Agreement may be delivered by fax, email or mail. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between FIRST and Insured with respect to the matters set out herein and may not be modified, except as agreed upon in writing by FIRST and Insured. FIRST's acceptance of late or partial payments shall not be deemed a waiver by FIRST of any other provisions of this Agreement.

**THIS IS EXHIBIT 3 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits  
Gustavo F. Camelino

# Invoice Payment Options

Insured: Tacora Resources Inc.  
 666 Burrard Street  
 Vancouver, BC, V6C 2X8

Policy Payments ID	190067223
Account No.	TBD
Invoice Date	December 23, 2019
Balance Due	\$2,763,368.44
Currency	CDN

Please return payment or signed form so as not to affect your coverage. Please mail to:

Marsh Canada Limited - Toronto  
 120 Bremner Boulevard Suite 800  
 Toronto, ON, M5J 0A8  
 Tel: (416) 868-2600

**BACK**

### A. Payment in Full

Send cheque or money order for \$2,763,368.44. Make all cheques payable to Marsh Canada Limited - Toronto. Payment is due the effective date of the insurance coverage.

### B. Monthly Instalments – PLEASE READ THE ATTACHED AGREEMENT AND SIGN WHERE INDICATED

TOTAL PREMIUMS INCL.TAX	DOWN PAYMENT	9 MONTHLY INSTALLMENTS OF	FINANCE CHARGE	FLAT RATE
\$2,763,368.44	\$829,010.54	\$219,929.46	\$45,007.24	1.63%

To pay monthly please sign the attached agreement and attach a VOID cheque. Transactions related to this payment plan will appear on your bank statement as FIRST INSURANCE.

Please ensure any cheque issued for a down payment and/or past due instalment is made payable to Marsh Canada Limited - Toronto.

Please provide your email and cell phone number. This information is only used to communicate with you regarding this payment plan.

Insured Email: joe.baking@tacoraresources.com

Insured cell phone #: 218-398-0079

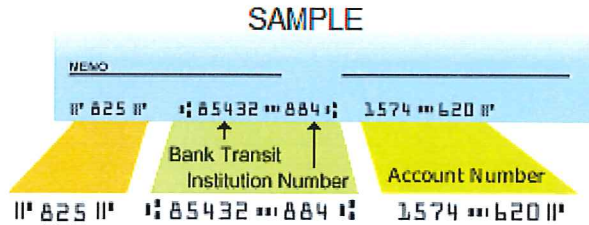
Attach VOID Cheque or complete below banking information :

Account Holder Name: Tacora Resources Inc.

Financial Institution (Bank) Number (3 digits): 001

Branch (Transit) Number (5 digits): 00022

Bank Account Number: 1803574





**FIRST Insurance Funding of Canada**  
 20 Toronto St., Suite 700  
 Toronto, ON, M5C 2B8  
 clientservices@firstinsurancefunding.ca  
 Tel: 888-232-2238 Fax:

## Commercial Premium Finance Agreement

Policy Payment ID: 190067223	All figures expressed are in: CDN
Name and address of Insured (exactly as shown on policies) ("Insured") Tacora Resources Inc. 666 Burrard Street Vancouver, BC, V6C 2X8	Name and address of Insured's broker ("Broker") Marsh Canada Limited - Toronto 120 Bremner Boulevard Suite 800 Toronto, ON, M5J 0A8
Insured telephone:	Broker telephone: Tel: (416) 868-2600

### Payment Schedule

Down payment percentage	Number of payments	Day of month on which payments are due	First payment due date
30.00 %	9	21	21 January, 2020

Subsequent payments are due on the same day of each succeeding period.

Total premiums	Total down payment	Amount financed	Finance charge	Total of payments and amount of the charge	Amount of each payment	Flat rate*
\$2,763,368.44	\$829,010.54	\$1,934,357.90	\$45,007.24	\$1,979,365.14	\$219,929.46	1.63%

\* The flat rate represents an annual percentage of [5.55%] and is calculated by dividing the finance charge by the total premium. This amount is booked on a declining balance and accrues interest from the effective dates of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

### Schedule of policies covered by this Agreement ("Schedule")

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
See Attached Schedule of policies							

### Broker's representations and warranties

In connection with the Policies, the Broker also represents and warrants that: 1) the Insured received a copy of this Agreement and authorized the transaction; 2) if the Broker has agreed to collect the cash down payment, and/or any installments due from the Insured, Broker has collected such payment; 3) the listed Policies are in full force and effect, and the information contained in the Schedule is correct; 4) the Broker is the authorized policy issuing broker of the insurers or the Broker placing the coverage directly with the insurer on all Policies except as indicated in the Schedule; 5) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as indicated in the Schedule or specifically disclosed to FIRST Insurance Funding of Canada (FIRST), and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full Policies' term; 6) the Policies can be cancelled by the Insured or FIRST (or its successors or assignees) with proper notice, and the unearned premiums will be computed by standard short rate or pro-rata tables; 7) to the best of Broker's knowledge, there are no bankruptcy, receivership or other insolvency proceedings affecting the Insured or Broker; 8) Broker shall hold FIRST harmless from, and be liable to FIRST for, any costs, damages or other expenses (including attorney's fees) incurred by FIRST or its assignee as a result of or in connection with violation of these representations and warranties, Broker breach of the Agreement, or from errors, omissions, and inaccuracies of Broker in preparing this Agreement; 9) Broker recognizes the Insured's assignment of the unearned premium to FIRST; 10) to hold in trust for FIRST any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively, by the insurers or FIRST and pay the monies and any unearned commission to FIRST promptly upon demand to satisfy the indebtedness of Insured without any deduction of amounts owed by Insured to Broker; 11) to the best of Broker's knowledge, the Policies do not require advance notice of cancellation to any party (other than notice required to be given by FIRST), are not for a term of less than one year or subject to any other liens, and have not been paid for other than as described herein; 12) Broker will promptly remit all funds received from FIRST and the Insured for the Policies due to the insurers issuing such Policies; and 13) Broker is not an agent of FIRST and is not authorized to bind FIRST and has not made any representation to the contrary.

BY SIGNATURE NOT REQUIRED IF SUBMITTED ONLINE

(Signature of Broker)

(Name and Title)

Date

### Acceptance by Insured

The Insured has received a copy of the Agreement and read it in its entirety. Upon execution of this Agreement, Insured(s), jointly and severally if more than one, acknowledges and agrees to all terms and provisions herein. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of all named insureds. The Insured is not required to enter into this financing arrangement as a condition for obtaining insurance.

BY

(Signature of Insured)

(Name and Title)

Date

**Schedule of policies covered by this Agreement ("Schedule")**

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

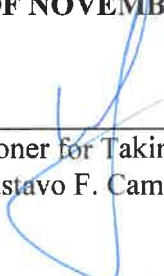
Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
	MMEP-ONT-11 9-19	QBE Services Inc. - Toronto, Lloyds of London (UK)	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	Royal & Sun Alliance - Toronto	PROP	25.00 %	12	21-Dec-2019	\$321,416.50
	MMEP-ONT-11 9-19	AIG Canada - Toronto	PROP	25.00 %	12	21-Dec-2019	\$226,937.97
	MMEP-ONT-11 9-19	Temple Insurance Company - Toronto	PROP	25.00 %	12	21-Dec-2019	\$347,250.26
	MMEP-ONT-11 9-19	Swiss Reinsurance Company Canada	PROP	25.00 %	12	21-Dec-2019	\$221,420.26
	MMEP-ONT-11 9-19	Starr Insurance & Reinsurance Limited	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	Zurich Canada - Toronto	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	CNA Canada - Toronto	PROP	25.00 %	12	21-Dec-2019	\$113,090.99
	MMEP-ONT-11 9-19	Allied World Specialty Insurance Company	PROP	25.00 %	12	21-Dec-2019	\$142,851.78
	MMEP-ONT-11 9-19	Sovereign General Insurance - Toronto	PROP	25.00 %	12	21-Dec-2019	\$300,226.82
	MMEP-ONT-11 9-19	Berkshire Hathaway Specialty Ins - Toronto	PROP	25.00 %	12	21-Dec-2019	\$390,461.53

Subtotal \$2,402,929.08 + Taxes \$360,439.36 + Broker fees \$0.00 + Other Policy Fees \$0.00 = Total Premium \$2,763,368.44



1. **AGREEMENT TO PAYMENT.** In consideration of the payment by FIRST of the Amount Financed and subject to the terms and conditions set out in this Agreement, the Insured agrees to pay FIRST the Total of Payments in accordance with the terms of this Agreement. The Insured shall have the option of utilizing on-line banking or authorizing a pre-authorized withdrawal to the credit of FIRST. If so notified by the Insured or Broker, FIRST is authorized to debit the Insured's account transacting as FIRST INSURANCE with all amounts specified in debit slips or other media that, in either case, purport to represent monthly payments due under the terms of this Agreement. This authorization shall extend to include any revised payment amounts which may become due from revisions to this Agreement, rejected payments, or other amounts due to FIRST. This authorization may be revoked on thirty days prior written notice by the Insured to FIRST. To obtain more information on your right to cancel/recourse, you may contact your financial institution or visit [www.cdnppay.ca](http://www.cdnppay.ca).
2. **WARRANTY OF ACCURACY.** Insured warrant that all Policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies. FIRST is authorized by Insured to insert the names of insurers, policy numbers and first installment due date in this Agreement if omitted or if any financed policy has not been issued at the time of signing. Insured represents that none of the Policies are for personal, household or family purposes, including without limitation for the business of farming in the Provinces of Alberta or Prince Edward Island or for the business of fishing in Prince Edward Island. Insured further warrants that no insolvency proceedings is instituted by or against Insured, it has paid in full to Broker or FIRST the down payment and any past due installments, and FIRST need not notify or obtain consent from another party to effect cancellation of the Policies.
3. **ACCEPTANCE.** This Agreement will not become effective until accepted in writing by FIRST, and upon acceptance, is a valid and enforceable contract. FIRST reserves the right to charge the Insured \$50.00 as a fee for the establishment of this loan facility.
4. **SECURITY INTEREST.** The Insured assigns and grants to FIRST a security interest in the Policies, including all gross unearned premiums plus applicable taxes that may accrue by reason of the cancellation or termination of the Policies under the terms thereof for any reason whatsoever, dividend payments or other income arising under the Policies, and loss payments which reduce unearned premium, subject to any mortgagee or loss payee interest. If any premiums related to any financed policy could be fully earned in the event of loss, FIRST shall be named a loss-payee with respect to the policy.
5. **POWER OF ATTORNEY.** The Insured hereby irrevocably appoints FIRST (and any of FIRST's employees or agents) as attorney-in-fact and agent with full power of substitution and full authority, to (i) cancel the Policies in accordance with the provisions herein, (ii) receive all sums assigned to FIRST, and (iii) execute and deliver on behalf of the Insured all documents, forms and notices relating to the Policies in furtherance of this Agreement. The Insured agrees that this right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. This appointment is by onerous title and is coupled with an interest, and the Insured hereby represents and warrants that it has the authority to appoint FIRST as such attorney-in-fact and agent on behalf of each of the Insured's affiliates.
6. **PREPAYMENT.** The Insured may prepay its loan in full at any time and receive a refund of the unearned finance charge as calculated by the Rule of 78s. If there is an outstanding credit balance owing to the Insured of \$10.00 or less, FIRST shall not be required to refund it.
7. **LATE & RETURNED PAYMENTS.** The Insured agrees upon default in payment of any installment to pay a delinquency charge of 5.00% of the delinquent payment amount. Missed payments jeopardize insurance coverage; Insured shall ensure pre-authorized debits are honoured on the due date to keep insurance in force. Insured agrees that, in the event any of its payment is returned by FIRST by the depository bank or is otherwise not honoured, then Insured shall pay FIRST a returned payment charge not to exceed \$50.00 per occurrence or otherwise as stated in writing during any subsequent renewal term.
8. **ASSIGNMENT.** All rights given to FIRST shall benefit its successors and assignees, and FIRST may transfer its rights under this Agreement without Insured's consent. Insured shall not assign this Agreement or Policies without FIRST's written consent, except for adding mortgagees or loss payees.
9. **DEFAULT/CANCELLATION.** Insured is in default under this Agreement if a) a payment is not received by FIRST when due, b) a proceeding in bankruptcy, receivership, insolvency or other proceeding is instituted by or against Insured, c) any representation or warranty of Insured or Broker contained herein is not true and accurate or misleading in any respect, or d) Insured fails to comply with any of the terms of this or any other Agreement with FIRST. At the time of default, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein, and interest shall accrue thereon at the interest rate of 18.00% per annum, calculated monthly, on the unpaid balance as of the scheduled due date of the first delinquent payment leading to termination of the Policies until the date of payment in full of such outstanding balance. Upon default, FIRST has no further obligation under this Agreement or by applicable law. If a default by the Insured results in cancellation of any of the Policies, the Insured agrees to pay to FIRST a Cancellation Charge in each case not to exceed \$100.00. If cancellation occurs, the Insured agrees to pay FIRST interest on the balance due at the contract rate, or at the maximum lawful rate, until the balance is paid in full.
10. **RIGHTS AFTER POLICIES CANCELLED.** After any of the Policies are cancelled, whether by FIRST, Insured, or the insurance companies listed in the Schedule, FIRST has the right to receive all unearned premiums and other funds assigned to FIRST as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between the Insured and FIRST. Receipt of unearned premiums does not constitute payment of instalments to FIRST, in full or in part. If the amount received is more than the amount owed by Insured, any excess amount will be refunded to Insured; the minimum refund is \$10.00. If the amount received is less than the amount owed by Insured, Insured shall be responsible for the discrepancy. Insured agrees that the insurance companies may rely exclusively on FIRST's representations regarding the Policies.
11. **REINSTATEMENT.** Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to insurers shall not constitute reinstatement or obligate FIRST to request reinstatement of such Policies, and Insured acknowledges that FIRST has no authority to reinstate coverage, and such payments may be applied to Insured's indebtedness hereunder. FIRST may request insurers to reinstate the Policies if all outstanding payments are brought up to date.
12. **COLLECTION COSTS.** FIRST may take all necessary actions to enforce payment of any deficiency and debt generally of Insured. Receipt and acceptance by FIRST of any refund of unearned premium or any other amount shall be without prejudice to the right of FIRST to proceed with legal action against Insured to recover payment of any amount not satisfied. Insured agrees to pay attorney fees, court costs and other collection costs to FIRST if a balance is referred to an attorney or collection agent who is not a salaried employee of FIRST to collect money Insured owes.
13. **AUTHORITY.** Broker is not an agent of FIRST and Broker cannot bind FIRST. FIRST is not an agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that: a) it has chosen to do business with Broker and the insurers, and that the insolvency, fraud, defalcation or other action or failure by any of them shall not relieve or diminish Insured's obligations to FIRST; b) FIRST is not the assignee of the obligations of the insurers, and FIRST has no liability whatsoever in respect of the Policies; and c) Broker has the authority to bind Insured in the event of changes or amendments to this Agreement, including the addition of positive endorsements and renewals, and FIRST is under no obligation to obtain the signature of Insured.
14. **ADDITIONAL PREMIUMS.** The funds paid by FIRST shall be applied only for the premiums due at the time the Policies are issued. Insured shall pay to the insurer(s) any additional premiums or any other sums that become due. Insured or Broker may request that FIRST finance additional policies and/or additional premium during the term of this Agreement, and if FIRST agrees and issues a revised Notice of Acceptance, this Agreement shall be deemed amended accordingly. Should FIRST assign the same account number to any further extensions of credit, then a) this Agreement and other loan documents identified by the account number shall be deemed to comprise a single and indivisible loan transaction, b) any default under any component of the transaction shall constitute a default under the entire transaction, and c) any unearned premium relating to any component of the transaction may be collected and applied by FIRST to the entire loan transaction balance. FIRST may charge \$35.00 for each endorsement or other change request resulting in the terms of this Agreement being modified.
15. **CONTINUOUS PAY.** Where Insured chooses the Continuous Premium Finance option, the following provisions shall apply: a) this Agreement shall provide continuous financing for insurance premiums and is an ongoing contract which may be, at FIRST's option, renewed or extended at the request of Insured or Broker; b) this Agreement may be renewed annually for the policy terms and premium amounts identified in a Renewal Notice executed by Insured and/or Broker and received by FIRST; c) each term and condition of this Agreement shall remain in full force and effect during any renewal term notwithstanding any change of insurer, coverage, premium or payment schedule; d) a down payment as stated herein shall be paid to FIRST by Insured and shall be maintained by Insured annually in an amount equal in proportion to that in the original term, and Insured authorizes FIRST to (i) continue pre-authorized withdrawals until written notice of cancellation or Renewal Notice is received by FIRST and (ii) credit any excess or collect any downfall of down payment from the Insured; e) FIRST may decline any extension of credit or renewal of this Agreement in its sole and absolute discretion; and f) financing by FIRST for any renewal term will be calculated at current rates.
16. **GOVERNING LAW.** To the maximum extent permitted by law, this Agreement shall be deemed made in and governed by the laws applicable in the Province of Ontario, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of such Province in respect of matters arising from this Agreement. For insureds in the Province of Quebec, this Agreement shall be governed by the laws of the Province of Quebec and the federal legislation applicable therein.
17. **LIABILITY.** Broker and Insured hereby release, remise and forever discharge FIRST of and from any and all actions, causes of action, suits, claims, demands and liabilities whatsoever which either of them hereinafter can, shall or may have for or by reason of or in any way arising out of any cancellation or termination of any Policies by FIRST or any insurer.
18. **AGREEMENT.** This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which when taken together constitute one and the same instrument. This Agreement may be delivered by fax, email or mail. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between FIRST and Insured with respect to the matters set out herein and may not be modified, except as agreed upon in writing by FIRST and Insured. FIRST's acceptance of late or partial payments shall not be deemed a waiver by FIRST of any other provisions of this Agreement.

**THIS IS EXHIBIT 4 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits  
Gustavo F. Camelino

**FIRST Insurance Funding of Canada**

20 Toronto St., Suite 700

Toronto, ON, M5C 2B8

clientservices@firstinsurancefunding.ca

Tel: 888-232-2238 Fax: 888-232-2209

Refer to this agreement  
number in all correspondence  
**0223270****Notice of assignment and acceptance (Insured)****BACK**

Agent or Broker submitting Agreement (Name and Address) Marsh Canada Limited - Toronto 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8	Insured (Name and Address) Tacora Resources Inc. Suite 1700, Park Place, 666 Burrard Street Vancouver, BC, V6C 2X8
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**Payment Schedule**

Date of notice and acceptance	Final Payment Due	Day of month payments are due	Number and frequency of Installments			
11-Jan-2023	21-Oct-2023	21	10 Months			
Total premiums	Down payment	Principal balance	Finance Charge	Balance Due	Amount of Installment	Flat rate*
\$3,551,998.10	\$710,399.62	\$2,841,598.48	\$110,546.16	\$2,952,144.64	\$295,214.46	3.11%

\* The flat rate represents an annual percentage of [8.40%]. This amount is booked on a declining balance and accrues interest from the effective dates of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

**Description of policy(ies)**

Policy prefix and number	Inception Date	Name and address of each insurance company Name and address of each general agent or policy issuing agent (if applicable)	Type of Coverage	Policy term in months	Premium
<b>See Attached Schedule of policies</b>					

**To the Buyer (Insured):**

We are pleased to notify you of the acceptance of the Premium Finance Agreement which you recently executed in connection with the purchase of your insurance. The Agreement has been assigned to (or entered into directly with us, accepted by) FIRST Insurance Funding of Canada (FIRST).

Please be advised that any down payment or installments which are past due will be withdrawn from your back account within the next 48 hours.

Under the terms of the Agreement you have appointed **FIRST** as your Attorney-In-Fact or Mandatory to cancel the policies in certain circumstances, including in the event you fail to pay the installments as agreed in the prescribed dates as follow:

Date	Payment Schedule	
	Amount	Payment Type
21-Jan-2023	\$295,214.46	Installment
21-Feb-2023	\$295,214.46	Installment
21-Mar-2023	\$295,214.46	Installment
21-Apr-2023	\$295,214.46	Installment
21-May-2023	\$295,214.46	Installment
21-Jun-2023	\$295,214.46	Installment
21-Jul-2023	\$295,214.46	Installment
21-Aug-2023	\$295,214.46	Installment
21-Sep-2023	\$295,214.46	Installment
21-Oct-2023	\$295,214.50	Installment

If you have any questions, please contact your insurance broker or contact FIRST at 888-232-2238.

**LATE PAYMENTS JEOPARDIZE YOUR INSURANCE PROTECTION. KEEP YOUR INSURANCE IN FORCE BY ENSURING THAT YOUR PAYMENTS CLEAR YOUR BANK ACCOUNT ON PRESENTATION.**

**FIRST Insurance Funding of Canada**  
 20 Toronto St., Suite 700  
 Toronto, ON, M5C 2B8  
 clientservices@firstinsurancefunding.ca  
 Tel: 888-232-2238 Fax: 888-232-2209

## Commercial Premium Finance Agreement

<b>Quote number:</b> 0223270	<b>All figures expressed are in: CDN</b>
<b>Name and address of Insured (exactly as shown on policies) ("Insured")</b> Tacora Resources Inc. Suite 1700, Park Place, 666 Burrard Street Vancouver BC V6C 2X8	<b>Name and address of Insured's broker ("Broker")</b> Marsh Canada Limited - Toronto 120 Bremner Boulevard Suite 800 Toronto ON M5J 0A8
<b>Insured telephone:</b> 218-398-0079	<b>Broker telephone:</b> 416-868-2600

### Payment Schedule

Down payment percentage	Number of payments	Day of month on which payments are due	First payment due date
20.00 %	10	21	21-Jan-2023

Subsequent payments are due on the same day of each succeeding period.

Total premiums	Total down payment	Amount financed	Finance charge	Total of payments and amount of the charge	Amount of each payment	Flat rate*
\$3,551,998.10	\$710,399.62	\$2,841,598.48	\$110,546.16	\$2,952,144.64	\$295,214.46	3.11%

\* The flat rate represents an annual percentage of [8.40%] and is calculated by dividing the finance charge by the total premium. This amount is booked on a declining balance and accrues interest from the effective dates of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

### Schedule of policies covered by this Agreement ("Schedule")

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
<b>See Attached Schedule of policies</b>							

### Broker's representations and warranties

In connection with the Policies, the Broker also represents and warrants that: 1) the Insured received a copy of this Agreement and authorized the transaction; 2) if the Broker has agreed to collect the cash down payment, and/or any installments due from the Insured, Broker has collected such payment; 3) the listed Policies are in full force and effect, and the information contained in the Schedule is correct; 4) the Broker is the authorized policy issuing broker of the insurers or the Broker placing the coverage directly with the insurer on all Policies except as indicated in the Schedule; 5) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as indicated in the Schedule or specifically disclosed to FIRST Insurance Funding of Canada (FIRST), and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full Policies' term; 6) the Policies can be cancelled by the Insured or FIRST (or its successors or assignees) with proper notice, and the unearned premiums will be computed by standard short rate or pro-rata tables; 7) to the best of Broker's knowledge, there are no bankruptcy, receivership or other insolvency proceedings affecting the Insured or Broker; 8) Broker shall hold FIRST harmless from, and be liable to FIRST for, any costs, damages or other expenses (including attorney's fees) incurred by FIRST or its assignee as a result of or in connection with violation of these representations and warranties, Broker breach of the Agreement, or from errors, omissions, and inaccuracies of Broker in preparing this Agreement; 9) Broker recognizes the Insured's assignment of the unearned premium to FIRST; 10) to hold in trust for FIRST any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively, by the insurers or FIRST and pay the monies and any unearned commission to FIRST promptly upon demand to satisfy the indebtedness of Insured without any deduction of amounts owed by Insured to Broker; 11) to the best of Broker's knowledge, the Policies do not require advance notice of cancellation to any party (other than notice required to be given by FIRST), are not for a term of less than one year or subject to any other liens, and have not been paid for other than as described herein; 12) Broker will promptly remit all funds received from FIRST and the Insured for the Policies due to the insurers issuing such Policies; and 13) Broker is not an agent of FIRST and is not authorized to bind FIRST and has not made any representation to the contrary.

BY

*For Reference Purpose Only*

(Signature of Broker)

(Name and Title)

Date

### Acceptance by Insured

The Insured has received a copy of the Agreement and read it in its entirety. Upon execution of this Agreement, Insured(s), jointly and severally if more than one, acknowledges and agrees to all terms and provisions herein. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of all named insureds. The Insured is not required to enter into this financing arrangement as a condition for obtaining insurance.

BY

*For Reference Purpose Only*

(Signature of Insured)

(Name and Title)

Date

**Schedule of policies covered by this Agreement (“Schedule”)**

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the “Policies”).

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
	PROP13223	QBE Services Inc. - Toronto, Lloyds of London (UK)	PROP	25.00 %	12	21-Dec-2022	\$123,378.00
	PNP00070	Stewart Specialty Risk Underwriting Ltd., Lloyds of London (UK)	PROP	25.00 %	12	21-Dec-2022	\$92,533.00
	43-PRP-001345-04	Berkshire Hathaway Specialty Ins - Toronto	PROP	25.00 %	12	21-Dec-2022	\$570,622.00
	067338312	AIG Canada - Toronto	PROP	25.00 %	12	21-Dec-2022	\$431,822.00
	PR110266B	Temple Insurance Company - Toronto	PROP	25.00 %	12	21-Dec-2022	\$354,711.00
	MNG 0000135-04	Swiss Reinsurance Company Canada	PROP	25.00 %	12	21-Dec-2022	\$158,473.00
	ST0010266	Starr Insurance & Reinsurance Limited	PROP	25.00 %	12	21-Dec-2022	\$154,222.00
	8616000	Zurich Canada - Toronto	PROP	25.00 %	12	21-Dec-2022	\$215,911.00
	MMEP-ONT-13 3-21	CNA Canada - Toronto	PROP	25.00 %	12	21-Dec-2022	\$215,911.00
	NRP0057	Sovereign General Insurance - Toronto	PROP	25.00 %	12	21-Dec-2022	\$370,133.00
	MMEP-ONT-13 3-21	Royal & Sun Alliance - Toronto	PROP	25.00 %	12	21-Dec-2022	\$400,978.00
Subtotal \$3,088,694.00 + Taxes \$463,304.10 + Broker fees \$0.00 + Fees \$0.00 = Cash Price \$3,551,998.10 (total premiums including taxes)							

## Terms and conditions

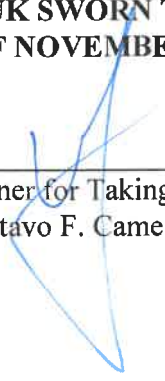
1. **AGREEMENT TO PAYMENT.** In consideration of the payment by FIRST of the Amount Financed and subject to the terms and conditions set out in this Agreement, the Insured agrees to pay FIRST the Total of Payments in accordance with the terms of this Agreement. The Insured shall have the option of utilizing on-line banking or authorizing a pre-authorized withdrawal to the credit of FIRST. If so notified by the Insured or Broker, FIRST is authorized to debit the Insured's account transacting as FIRST INSURANCE with all amounts specified in debit slips or other media that, in either case, purport to represent monthly payments due under the terms of this Agreement. This authorization shall extend to include any revised payment amounts which may become due from revisions to this Agreement, rejected payments, or other amounts due to FIRST. This authorization may be revoked on thirty days prior written notice by the Insured to FIRST. To obtain more information on your right to cancel/recourse, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
2. **WARRANTY OF ACCURACY.** Insured warrant that all Policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies. FIRST is authorized by Insured to insert the names of insurers, policy numbers and first installment due date in this Agreement if omitted or if any financed policy has not been issued at the time of signing. Insured represents that none of the Policies are for personal, household or family purposes, including without limitation for the business of farming in the Provinces of Alberta or Prince Edward Island or for the business of fishing in Prince Edward Island. Insured further warrants that no insolvency proceedings is instituted by or against Insured, it has paid in full to Broker or FIRST the down payment and any past due installments, and FIRST need not notify or obtain consent from another party to effect cancellation of the Policies.
3. **ACCEPTANCE.** This Agreement will not become effective until accepted in writing by FIRST, and upon acceptance, is a valid and enforceable contract. FIRST reserves the right to charge the Insured \$50.00 as a fee for the establishment of this loan facility.
4. **SECURITY INTEREST.** The Insured assigns and grants to FIRST a security interest in the Policies, including all gross unearned premiums plus applicable taxes that may accrue by reason of the cancellation or termination of the Policies under the terms thereof for any reason whatsoever, dividend payments or other income arising under the Policies, and loss payments which reduce unearned premium, subject to any mortgagee or loss payee interest. If any premiums related to any financed policy could be fully earned in the event of loss, FIRST shall be named a loss-payee with respect to the policy.
5. **POWER OF ATTORNEY.** The Insured hereby irrevocably appoints FIRST (and any of FIRST's employees or agents) as attorney-in-fact and agent with full power of substitution and full authority, to (i) cancel the Policies in accordance with the provisions herein, (ii) receive all sums assigned to FIRST, and (iii) execute and deliver on behalf of the Insured all documents, forms and notices relating to the Policies in furtherance of this Agreement. The Insured agrees that this right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. This appointment is by onerous title and is coupled with an interest, and the Insured hereby represents and warrants that it has the authority to appoint FIRST as such attorney-in-fact and agent on behalf of each of the Insured's affiliates.
6. **PREPAYMENT.** The Insured may prepay its loan in full at any time and receive a refund of the unearned finance charge as calculated by the Rule of 78s. If there is an outstanding credit balance owing to the Insured of \$10.00 or less, FIRST shall not be required to refund it.
7. **LATE & RETURNED PAYMENTS.** The Insured agrees upon default in payment of any installment to pay a delinquency charge of 5.00% of the delinquent payment amount. Missed payments jeopardize insurance coverage; Insured shall ensure pre-authorized debits are honoured on the due date to keep insurance in force. Insured agrees that, in the event any of its payment is returned by FIRST by the depository bank or is otherwise not honoured, then Insured shall pay FIRST a returned payment charge not to exceed \$50.00 per occurrence or otherwise as stated in writing during any subsequent renewal term.
8. **ASSIGNMENT.** All rights given to FIRST shall benefit its successors and assignees, and FIRST may transfer its rights under this Agreement without Insured's consent. Insured shall not assign this Agreement or Policies without FIRST's written consent, except for adding mortgagees or loss payees.
9. **DEFAULT/CANCELLATION.** Insured is in default under this Agreement if a) a payment is not received by FIRST when due, b) a proceeding in bankruptcy, receivership, insolvency or other proceeding is instituted by or against Insured, c) any representation or warranty of Insured or Broker contained herein is not true and accurate or misleading in any respect, or d) Insured fails to comply with any of the terms of this or any other Agreement with FIRST. At the time of default, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein, and interest shall accrue thereon at the interest rate of 18.00% per annum, calculated monthly, on the unpaid balance as of the scheduled due date of the first delinquent payment leading to termination of the Policies until the date of payment in full of such outstanding balance. Upon default, FIRST has no further obligation under this Agreement or by applicable law. If a default by the Insured results in cancellation of any of the Policies, the Insured agrees to pay to FIRST a Cancellation Charge in each case not to exceed \$100.00. If cancellation occurs, the Insured agrees to pay FIRST interest on the balance due at the contract rate, or at the maximum lawful rate, until the balance is paid in full.
10. **RIGHTS AFTER POLICIES CANCELLED.** After any of the Policies are cancelled, whether by FIRST, Insured, or the insurance companies listed in the Schedule, FIRST has the right to receive all unearned premiums and other funds assigned to FIRST as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between the Insured and FIRST. Receipt of unearned premiums does not constitute payment of installments to FIRST, in full or in part. If the amount received is more than the amount owed by Insured, any excess amount will be refunded to Insured; the minimum refund is \$10.00. If the amount received is less than the amount owed by Insured, Insured shall be responsible for the discrepancy. Insured agrees that the insurance companies may rely exclusively on FIRST's representations regarding the Policies.
11. **REINSTATEMENT.** Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to insurers shall not constitute reinstatement or obligate FIRST to request reinstatement of such Policies, and Insured acknowledges that FIRST has no authority to reinstate coverage, and such payments may be applied to Insured's indebtedness hereunder. FIRST may request insurers to reinstate the Policies if all outstanding payments are brought up to date.
12. **COLLECTION COSTS.** FIRST may take all necessary actions to enforce payment of any deficiency and debt generally of Insured. Receipt and acceptance by FIRST of any refund of unearned premium or any other amount shall be without prejudice to the right of FIRST to proceed with legal action against Insured to recover payment of any amount not satisfied. Insured agrees to pay attorney fees, court costs and other collection costs to FIRST if a balance is referred to an attorney or collection agent who is not a salaried employee of FIRST to collect money Insured owes.
13. **AUTHORITY.** Broker is not an agent of FIRST and Broker cannot bind FIRST. FIRST is not an agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that: a) it has chosen to do business with Broker and the insurers, and that the insolvency, fraud, defalcation or other action or failure by any of them shall not relieve or diminish Insured's obligations to FIRST; b) FIRST is not the assignee of the obligations of the insurers, and FIRST has no liability whatsoever in respect of the Policies; and c) Broker has the authority to bind Insured in the event of changes or amendments to this Agreement, including the addition of positive endorsements and renewals, and FIRST is under no obligation to obtain the signature of Insured.
14. **ADDITIONAL PREMIUMS.** The funds paid by FIRST shall be applied only for the premiums due at the time the Policies are issued. Insured shall pay to the insurer(s) any additional premiums or any other sums that become due. Insured or Broker may request that FIRST finance additional policies and/or additional premium during the term of this Agreement, and if FIRST agrees and issues a revised Notice of Acceptance, this Agreement shall be deemed amended accordingly. Should FIRST assign the same account number to any further extensions of credit, then a) this Agreement and other loan documents identified by the account number shall be deemed to comprise a single and indivisible loan transaction, b) any default under any component of the transaction shall constitute a default under the entire transaction, and c) any unearned premium relating to any component of the transaction may be collected and applied by FIRST to the entire loan transaction balance. FIRST may charge \$35.00 for each endorsement or other change request resulting in the terms of this Agreement being modified.
15. **CONTINUOUS PAY.** Where Insured chooses the Continuous Premium Finance option, the following provisions shall apply: a) this Agreement shall provide continuous financing for insurance premiums and is an ongoing contract which may be, at FIRST's option, renewed or extended at the request of Insured or Broker; b) this Agreement may be renewed annually for the policy terms and premium amounts identified in a Renewal Notice executed by Insured and/or Broker and received by FIRST; c) each term and condition of this Agreement shall remain in full force and effect during any renewal term notwithstanding any change of insurer, coverage, premium or payment schedule; d) a down payment as stated herein shall be paid to FIRST by Insured and shall be maintained by Insured annually in an amount equal in proportion to that in the original term, and Insured authorizes FIRST to (i) continue pre-authorized withdrawals until written notice of cancellation or Renewal Notice is received by FIRST and (ii) credit any excess or collect any downfall of down payment from the Insured; e) FIRST may decline any extension of credit or renewal of this Agreement in its sole and absolute discretion; and f) financing by FIRST for any renewal term will be calculated at current rates.
16. **GOVERNING LAW.** To the maximum extent permitted by law, this Agreement shall be deemed made in and governed by the laws applicable in the Province of Ontario, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of such Province in respect of matters arising from this Agreement. For insureds in the Province of Quebec, this Agreement shall be governed by the laws of the Province of Quebec and the federal legislation applicable therein.
17. **LIABILITY.** Broker and Insured hereby release, remise and forever discharge FIRST of and from any and all actions, causes of action, suits, claims, demands and liabilities whatsoever which either of them hereinafter can, shall or may have for or by reason of or in any way arising out of any cancellation or termination of any Policies by FIRST or any insurer.
18. **AGREEMENT.** This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which when taken together constitute one and the same instrument. This Agreement may be delivered by fax, email or mail. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between FIRST and Insured with respect to the matters set out herein and may not be modified, except as agreed upon in writing by FIRST and Insured. FIRST's acceptance of late or partial payments shall not be deemed a waiver by FIRST of any other provisions of this Agreement.

Tacora Resources Inc.  
Suite 1700, Park Place, 666 Burrard Street  
Vancouver, BC, V6C 2X8

**THIS IS EXHIBIT 5 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**

---

Commissioner for Taking Affidavits  
Gustavo F. Camelino





October 10, 2023

[BACK](#)

Attention: First Insurance Funding Canada

20 Toronto St Suite 700  
Toronto, ON  
M5C 2B8

**Re: Notice of Initial Order under the *Companies' Creditors Arrangement Act* and halt on automatically processed recurring payments**

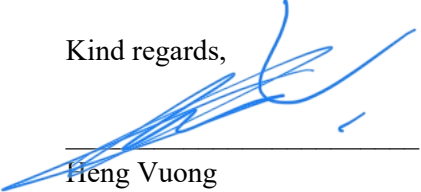
To Whom It May Concern,

On October 10, 2023 (the "**Filing Date**"), Tacora Resources Inc. (the "**Company**" or "**Tacora**") sought and obtained from the Ontario Superior Court of Justice (Commercial List) in Toronto, an initial order (the "**Initial Order**") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") under court file number CV-23-00707394-00CL. A copy of the Initial Order is attached herein as Appendix A.

Pursuant to paragraph 9 of the Initial Order, Tacora is to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Company to any of its creditors as of the Filing Date.

In compliance with the Initial Order, we request that **First Insurance Funding Canada** halt, until further notice, all automatically processed recurring payments associated with the account numbers listed in Appendix B herein. Please confirm in writing that all automatically processed payments have been stopped.

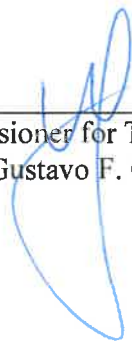
Kind regards,



---

Heng Vuong  
Executive Vice President & CFO  
Tacora Resources Inc.

**THIS IS EXHIBIT 6 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**



---

Commissioner for Taking Affidavits  
Gustavo F. Camelino

**Invoice Payment Options**

**Insured:** Tacora Resources Inc.  
 Suite 1700, Park Place, 666 Burrard Street  
 Vancouver, BC, V6C 2X8  
 Tel: (218) 398-0079

Policy Payments ID	220010334
Account No.	003565003770903
Invoice Date	March 11, 2022
Balance Due	\$628,682.25
Currency	CDN

**Please return payment or signed form so as not to affect your coverage. Please mail to:**

Marsh Canada Limited - Toronto  
 120 Bremner Boulevard Suite 800  
 Toronto, ON, M5J 0A8  
 Tel: (416) 868-2600

**BACK**

**A. Payment in Full**

Send cheque or money order for \$628,682.25. Make all cheques payable to Marsh Canada Limited - Toronto. Payment is due the effective date of the insurance coverage.

**B. Credit Card**

To complete your payment by credit card go to [www.policypayments.com/Marsh](http://www.policypayments.com/Marsh) and enter ID: 220010334 and follow directions on screen. An administration fee may apply.

**C. Monthly Instalments – PLEASE READ THE ATTACHED AGREEMENT AND SIGN WHERE INDICATED**

TOTAL PREMIUMS INCL.TAX	DOWN PAYMENT	9 MONTHLY INSTALLMENTS OF	FINANCE CHARGE	FLAT RATE
\$628,682.25	\$157,170.56	\$53,542.89	\$10,374.36	1.65%

To pay monthly please sign the attached agreement and attach a VOID cheque. Transactions related to this payment plan will appear on your bank statement as **FIRST INSURANCE**. Please ensure any cheque issued for a down payment and/or past due instalment is made payable to Marsh Canada Limited - Toronto.

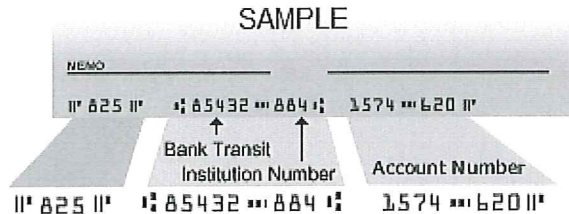
Please provide your email and cell phone number. This information is only used to communicate with you regarding this payment plan.

Insured Email: hope.wilson@tacoraresources.com  
 Insured cell phone #: 218-966-6770

Attach VOID Cheque or complete below banking information :

*See attached*

Account Holder Name: \_\_\_\_\_  
 Financial Institution (Bank) Number (3 digits): \_\_\_\_\_  
 Branch (Transit) Number (5 digits): \_\_\_\_\_  
 Bank Account Number: \_\_\_\_\_





102 NE 3rd STREET, SUITE 120  
GRAND RAPIDS, MN 55744

BMO BANK OF MONTREAL  
100 KING ST. W.  
TORONTO, ON M5X 1A3  
00022-001



000002005

DATE 0 2 0 6 2 0 1 9  
M M D D Y Y Y Y

Six Hundred Eighty and 58 Cents

\$680.58

PAY  
TO THE  
ORDER OF



**VOID**

TACORA RESOURCES INC

PER **VOID**

⑈000002005⑈ ⑆00022⑈00⑆

⑆803⑈574⑈

**FIRST Insurance Funding of Canada**  
 20 Toronto St., Suite 700  
 Toronto, ON, M5C 2B8  
 clientservices@firstinsurancefunding.ca  
 Tel: 888-232-2238 Fax: 888-232-2209

## Commercial Premium Finance Agreement

Policy Payment ID: 220010334	All figures expressed are in: CDN
Name and address of Insured (exactly as shown on policies) ("Insured") Tacora Resources Inc. Suite 1700, Park Place, 666 Burrard Street Vancouver, BC, V6C 2X8	Name and address of Insured's broker ("Broker") Marsh Canada Limited - Toronto 120 Bremner Boulevard Suite 800 Toronto, ON, M5J 0A8
Insured telephone: Tel: (218) 398-0079	Broker telephone: Tel: (416) 868-2600

### Payment Schedule

Down payment percentage	Number of payments	Day of month on which payments are due	First payment due date
25.00 %	9	1	1 April, 2022

Subsequent payments are due on the same day of each succeeding period.

Total premiums	Total down payment	Amount financed	Finance charge	Total of payments and amount of the charge	Amount of each payment	Flat rate*
\$628,682.25	\$157,170.56	\$471,511.69	\$10,374.36	\$481,886.05	\$53,542.89	1.65%

\* The flat rate represents an annual percentage of [5.25%] and is calculated by dividing the finance charge by the total premium. This amount is booked on a declining balance and accrues interest from the effective dates of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

### Schedule of policies covered by this Agreement ("Schedule")

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
See Attached Schedule of policies							

### Broker's representations and warranties

In connection with the Policies, the Broker also represents and warrants that: 1) the Insured received a copy of this Agreement and authorized the transaction; 2) if the Broker has agreed to collect the cash down payment, and/or any installments due from the Insured, Broker has collected such payment; 3) the listed Policies are in full force and effect, and the information contained in the Schedule is correct; 4) the Broker is the authorized policy issuing broker of the insurers or the Broker placing the coverage directly with the insurer on all Policies except as indicated in the Schedule; 5) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as indicated in the Schedule or specifically disclosed to FIRST Insurance Funding of Canada (FIRST), and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full Policies' term; 6) the Policies can be cancelled by the Insured or FIRST (or its successors or assignees) with proper notice, and the unearned premiums will be computed by standard short rate or pro-rata tables; 7) to the best of Broker's knowledge, there are no bankruptcy, receivership or other insolvency proceedings affecting the Insured or Broker; 8) Broker shall hold FIRST harmless from, and be liable to FIRST for, any costs, damages or other expenses (including attorney's fees) incurred by FIRST or its assignee as a result of or in connection with violation of these representations and warranties, Broker breach of the Agreement, or from errors, omissions, and inaccuracies of Broker in preparing this Agreement; 9) Broker recognizes the Insured's assignment of the unearned premium to FIRST; 10) to hold in trust for FIRST any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively, by the insurers or FIRST and pay the monies and any unearned commission to FIRST promptly upon demand to satisfy the indebtedness of Insured without any deduction of amounts owed by Insured to Broker; 11) to the best of Broker's knowledge, the Policies do not require advance notice of cancellation to any party (other than notice required to be given by FIRST), are not for a term of less than one year or subject to any other liens, and have not been paid for other than as described herein; 12) Broker will promptly remit all funds received from FIRST and the Insured for the Policies due to the insurers issuing such Policies; and 13) Broker is not an agent of FIRST and is not authorized to bind FIRST and has not made any representation to the contrary.

### BY SIGNATURE NOT REQUIRED IF SUBMITTED ONLINE

(Signature of Broker)

(Name and Title)

Date

### Acceptance by Insured

The Insured has received a copy of the Agreement and read it in its entirety. Upon execution of this Agreement, Insured(s), jointly and severally if more than one, acknowledges and agrees to all terms and provisions herein. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of all named insureds. The Insured is not required to enter into this financing arrangement as a condition for obtaining insurance.

BY Hope Wilson  
 (Signature of Insured)

Hope Wilson Chief Acctg Officer  
 (Name and Title)

Date

3/14/22

**Schedule of policies covered by this Agreement ("Schedule")**

Together with any policies subsequently purchased in addition to, in substitution for, or in replacement or extension, thereof, regardless of whether they are of the same type, for the same policy term, with the same or different Insured(s) or for different premium amounts (collectively, the "Policies").

Broker Code	Policy number	Full name of insurance company and address of branch reporting office and full name and address of general agent	Type of insurance	Minimum earned %	Term in months	Policy effective date	Policy premium
	43-CAO-150292-03	National Liability and Fire Insurance Company	AUTO	0.00 %	12	01-Mar-2022	\$72,680.00
	43-GLO-303996-05	National Liability and Fire Insurance Company	GL	25.00 %	12	01-Mar-2022	\$175,000.00
	1000399279-03	Liberty Mutual Insurance - Toronto	XSUMB	25.00 %	12	01-Mar-2022	\$154,915.00
	43-UMO-31036-1-03	National Liability and Fire Insurance Company	UMB	25.00 %	12	01-Mar-2022	\$147,000.00

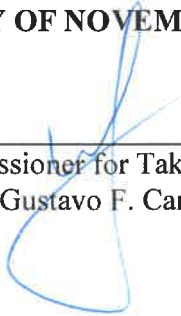
Subtotal \$549,595.00 + Taxes \$71,537.25 + Broker fees \$7,550.00 + Other Policy Fees \$0.00 = Total Premium \$628,682.25



## Terms and conditions

1. **AGREEMENT TO PAYMENT.** In consideration of the payment by FIRST of the Amount Financed and subject to the terms and conditions set out in this Agreement, the Insured agrees to pay FIRST the Total of Payments in accordance with the terms of this Agreement. The Insured shall have the option of utilizing on-line banking or authorizing a pre-authorized withdrawal to the credit of FIRST. If so notified by the Insured or Broker, FIRST is authorized to debit the Insured's account transacting as FIRST INSURANCE with all amounts specified in debit slips or other media that, in either case, purport to represent monthly payments due under the terms of this Agreement. This authorization shall extend to include any revised payment amounts which may become due from revisions to this Agreement, rejected payments, or other amounts due to FIRST. This authorization may be revoked on thirty days prior written notice by the Insured to FIRST. To obtain more information on your right to cancel/recourse, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
2. **WARRANTY OF ACCURACY.** Insured warrant that all Policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies. FIRST is authorized by Insured to insert the names of insurers, policy numbers and first installment due date in this Agreement if omitted or if any financed policy has not been issued at the time of signing. Insured represents that none of the Policies are for personal, household or family purposes, including without limitation for the business of farming in the Provinces of Alberta or Prince Edward Island or for the business of fishing in Prince Edward Island. Insured further warrants that no insolvency proceedings is instituted by or against Insured, it has paid in full to Broker or FIRST the down payment and any past due installments, and FIRST need not notify or obtain consent from another party to effect cancellation of the Policies.
3. **ACCEPTANCE.** This Agreement will not become effective until accepted in writing by FIRST, and upon acceptance, is a valid and enforceable contract. FIRST reserves the right to charge the Insured \$50.00 as a fee for the establishment of this loan facility.
4. **SECURITY INTEREST.** The Insured assigns and grants to FIRST a security interest in the Policies, including all gross unearned premiums plus applicable taxes that may accrue by reason of the cancellation or termination of the Policies under the terms thereof for any reason whatsoever, dividend payments or other income arising under the Policies, and loss payments which reduce unearned premium, subject to any mortgagee or loss payee interest. If any premiums related to any financed policy could be fully earned in the event of loss, FIRST shall be named a loss-payee with respect to the policy.
5. **POWER OF ATTORNEY.** The Insured hereby irrevocably appoints FIRST (and any of FIRST's employees or agents) as attorney-in-fact and agent with full power of substitution and full authority, to (i) cancel the Policies in accordance with the provisions herein, (ii) receive all sums assigned to FIRST, and (iii) execute and deliver on behalf of the Insured all documents, forms and notices relating to the Policies in furtherance of this Agreement. The Insured agrees that this right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full. This appointment is by onerous title and is coupled with an interest, and the Insured hereby represents and warrants that it has the authority to appoint FIRST as such attorney-in-fact and agent on behalf of each of the Insured's affiliates.
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11. **REINSTATEMENT.** Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to insurers shall not constitute reinstatement or obligate FIRST to request reinstatement of such Policies, and Insured acknowledges that FIRST has no authority to reinstate coverage, and such payments may be applied to Insured's indebtedness hereunder. FIRST may request insurers to reinstate the Policies if all outstanding payments are brought up to date.
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13. **AUTHORITY.** Broker is not an agent of FIRST and Broker cannot bind FIRST. FIRST is not an agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that: a) it has chosen to do business with Broker and the insurers, and that the insolvency, fraud, defalcation or other action or failure by any of them shall not relieve or diminish Insured's obligations to FIRST; b) FIRST is not the assignee of the obligations of the insurers, and FIRST has no liability whatsoever in respect of the Policies; and c) Broker has the authority to bind Insured in the event of changes or amendments to this Agreement, including the addition of positive endorsements and renewals, and FIRST is under no obligation to obtain the signature of Insured.
14. **ADDITIONAL PREMIUMS.** The funds paid by FIRST shall be applied only for the premiums due at the time the Policies are issued. Insured shall pay to the insurer(s) any additional premiums or any other sums that become due. Insured or Broker may request that FIRST finance additional policies and/or additional premium during the term of this Agreement, and if FIRST agrees and issues a revised Notice of Acceptance, this Agreement shall be deemed amended accordingly. Should FIRST assign the same account number to any further extensions of credit, then a) this Agreement and other loan documents identified by the account number shall be deemed to comprise a single and indivisible loan transaction, b) any default under any component of the transaction shall constitute a default under the entire transaction, and c) any unearned premium relating to any component of the transaction may be collected and applied by FIRST to the entire loan transaction balance. FIRST may charge \$35.00 for each endorsement or other change request resulting in the terms of this Agreement being modified.
15. **CONTINUOUS PAY.** Where Insured chooses the Continuous Premium Finance option, the following provisions shall apply: a) this Agreement shall provide continuous financing for insurance premiums and is an ongoing contract which may be, at FIRST's option, renewed or extended at the request of Insured or Broker; b) this Agreement may be renewed annually for the policy terms and premium amounts identified in a Renewal Notice executed by Insured and/or Broker and received by FIRST; c) each term and condition of this Agreement shall remain in full force and effect during any renewal term notwithstanding any change of insurer, coverage, premium or payment schedule; d) a down payment as stated herein shall be paid to FIRST by Insured and shall be maintained by Insured annually in an amount equal in proportion to that in the original term, and Insured authorizes FIRST to (i) continue pre-authorized withdrawals until written notice of cancellation or Renewal Notice is received by FIRST and (ii) credit any excess or collect any downfall of down payment from the Insured; e) FIRST may decline any extension of credit or renewal of this Agreement in its sole and absolute discretion; and f) financing by FIRST for any renewal term will be calculated at current rates.
16. **GOVERNING LAW.** To the maximum extent permitted by law, this Agreement shall be deemed made in and governed by the laws applicable in the Province of Ontario, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of such Province in respect of matters arising from this Agreement. For insureds in the Province of Quebec, this Agreement shall be governed by the laws of the Province of Quebec and the federal legislation applicable therein.
17. **LIABILITY.** Broker and Insured hereby release, remise and forever discharge FIRST of and from any and all actions, causes of action, suits, claims, demands and liabilities whatsoever which either of them hereinafter can, shall or may have for or by reason of or in any way arising out of any cancellation or termination of any Policies by FIRST or any insurer.
18. **AGREEMENT.** This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which when taken together constitute one and the same instrument. This Agreement may be delivered by fax, email or mail. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between FIRST and Insured with respect to the matters set out herein and may not be modified, except as agreed upon in writing by FIRST and Insured. FIRST's acceptance of late or partial payments shall not be deemed a waiver by FIRST of any other provisions of this Agreement.

**THIS IS EXHIBIT 7 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits  
Gustavo F. Camelino



**FIRST Insurance Funding of Canada**

20 Toronto St. Suite 700

Toronto ON M5C 2B8

clientservices@firstinsurancefunding.ca

Tel: 888-232-2238 Fax: 888-232-2209

Refer to this agreement  
number in all correspondence  
**0248999**

**BACK****Notice of assignment and acceptance (Insurer)**

Insurance Company / Wholesaler  Liberty Mutual Insurance - Toronto 181 Bay St. Suite 1000 Toronto ON M5J 2T3	Insured (Name and Address)  Tacora Resources Inc. Suite 1700, Park Place, 666 Burrard Street Vancouver BC V6C 2X8
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**Payment Schedule**

Date of notice and acceptance 09-Mar-2023	Final payment due Nov 2023	Day of month payments are due 1	Number and frequency of installments 8 Months
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**Description of Policy(ies)**

Policy prefix and number	Inception date	Name and address of each insurance company Name and address of each general agent or policy issuing agent (if applicable)	Type of Coverage	Policy term in months	Premium
1000399279-04	01-Mar-2023	Liberty Mutual Insurance - Toronto	XSGLPL	12	\$171,645.00

If no other agent is shown under the insurance company name, the submitting producer is shown on our records as the issuing Agent or the Broker of record.

Agent or Broker submitting this Agreement  Marsh Canada Limited - Toronto 120 Bremner Boulevard , Suite 800 Toronto , ON , M5J 0A8	Premium payment will be sent to following payee*  Marsh Canada Limited - Toronto
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\*Please notify FIRST Insurance Funding of Canada if otherwise as premium will be paid accordingly.

**To the Insurer**

FIRST Insurance Funding of Canada ("FIRST") has agreed to accept the assignment of the Premium Finance Agreement referenced above (the "Agreement") in respect of the premium on the policy(ies) described above (the Policy(ies)) subject to the conditions herein. As a consequence of this assignment the insured has assigned to FIRST any and all unearned premiums which may become payable under the Policy(ies) and has appointed FIRST attorney-in-fact with discretion and power to cancel the Policy(ies) in the event of any default in payment by the Insured.

**Please advise FIRST Insurance Funding of Canada on or before the payment release date set forth above if:**

- Any of the Policy(ies) is NOT in full force and effect or if the premium has been fully earned
- Any of the Policy(ies) as issued differs in any way from the above description.
- Any of the Policy(ies) requires more than 15 days Notice of Cancellation by any party.
- Any of the Policy(ies) is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM.
- You wish the premium paid other than as indicated above.
- Any of the Policy(ies) is written for a term of less than one year.
- Any of the Policy(ies) contains a minimum retained premium of an amount in excess of \$42,911.25.
- Any of the Policy(ies) covers any leased vehicles.

All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY FIRST OF ANY DISCREPANCIES PRIOR TO PAYMENT. If FIRST receives no such advice, it will pay the premium as set forth above, in the absence of other.

**In consideration of FIRST accepting of the Agreement the insurer will:**

- If the insured fails to pay FIRST and if FIRST cancels any of the Policies or if the insured cancels any of the Policies it will pay FIRST with or without surrender of the Policies, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by FIRST in respect of such Policies.
- If any of the Policies is for any reason cancelled by the insurer or authorized agent, the insurer will pay FIRST the gross pro-rata unearned premium, with or without surrender of Policies. The insurer will not assign any of the Policies, except for interests of mortgagees or loss payees, without the prior written consent of FIRST.
- The Insurer will pay FIRST (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due FIRST from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by FIRST and as mentioned above.
- The Insurer will not assign the Policies, except for interests or mortgagees or loss payees, without the prior written consent of FIRST.
- The terms of this notice, and if extant, the written agreement of subscription between FIRST and the insurer, are fully applicable to this transaction.

PLEASE ADVISE FIRST IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.

Liberty Mutual Insurance - Toronto  
181 Bay St. Suite 1000  
Toronto ON M5J 2T3

**FIRST Insurance Funding of Canada**

20 Toronto St. Suite 700

Toronto ON M5C 2B8

clientservices@firstinsurancefunding.ca

Tel: 888-232-2238 Fax: 888-232-2209

Refer to this agreement  
number in all correspondence  
**0248999**

**Notice of assignment and acceptance (Insurer)**

Insurance Company / Wholesaler  National Liability and Fire Insurance Company c/o D.M. Williams & Associates Ltd 201-3650 Victoria Park Avenue Toronto ON M2H 3P7	Insured (Name and Address)  Tacora Resources Inc. Suite 1700, Park Place, 666 Burrard Street Vancouver BC V6C 2X8
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**Payment Schedule**

Date of notice and acceptance 09-Mar-2023	Final payment due Nov 2023	Day of month payments are due 1	Number and frequency of installments 8 Months
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**Description of Policy(ies)**

Policy prefix and number	Inception date	Name and address of each insurance company Name and address of each general agent or policy issuing agent (if applicable)	Type of Coverage	Policy term in months	Premium
		See Attached Schedule of policies			

If no other agent is shown under the insurance company name, the submitting producer is shown on our records as the issuing Agent or the Broker of record.

Agent or Broker submitting this Agreement  Marsh Canada Limited - Toronto 120 Bremner Boulevard ,Suite 800 Toronto ,ON ,M5J 0A8	Premium payment will be sent to following payee*  Marsh Canada Limited - Toronto
---	--

\*Please notify FIRST Insurance Funding of Canada if otherwise as premium will be paid accordingly.

**To the Insurer**

FIRST Insurance Funding of Canada ("FIRST") has agreed to accept the assignment of the Premium Finance Agreement referenced above (the "Agreement") in respect of the premium on the policy(ies) described above (the Policy(ies)) subject to the conditions herein. As a consequence of this assignment the insured has assigned to FIRST any and all unearned premiums which may become payable under the Policy(ies) and has appointed FIRST attorney-in-fact with discretion and power to cancel the Policy(ies) in the event of any default in payment by the Insured.

**Please advise FIRST Insurance Funding of Canada on or before the payment release date set forth above if:**

- Any of the Policy(ies) is NOT in full force and effect or if the premium has been fully earned
- Any of the Policy(ies) as issued differs in any way from the above description.
- Any of the Policy(ies) requires more than 15 days Notice of Cancellation by any party.
- Any of the Policy(ies) is an audit or reporting form policy on which the DEPOSIT PREMIUM IN YOUR OPINION IS NOT EQUIVALENT TO THE ESTIMATED PREMIUM TO BE EARNED FOR THE FULL POLICY TERM.
- You wish the premium paid other than as indicated above.
- Any of the Policy(ies) is written for a term of less than one year.
- Any of the Policy(ies) contains a minimum retained premium of an amount in excess of \$126,224.00.
- Any of the Policy(ies) covers any leased vehicles.

All details shown above were supplied by the submitting agent. The local branch office of the insurer, or general agent, if any, who has been designated by insurer to receive notices of finance transactions and who has received a copy of this notice, should NOTIFY FIRST OF ANY DISCREPANCIES PRIOR TO PAYMENT. If FIRST receives no such advice, it will pay the premium as set forth above, in the absence of other.

**In consideration of FIRST accepting of the Agreement the insurer will:**

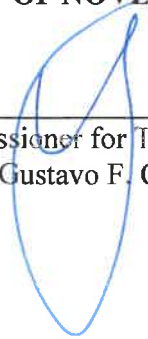
- If the insured fails to pay FIRST and if FIRST cancels any of the Policies or if the insured cancels any of the Policies it will pay FIRST with or without surrender of the Policies, the gross short-rate unearned premium, such return premium to be based on the original financed premium stated in this notice and advanced by FIRST in respect of such Policies.
- If any of the Policies is for any reason cancelled by the insurer or authorized agent, the insurer will pay FIRST the gross pro-rata unearned premium, with or without surrender of Policies. The insurer will not assign any of the Policies, except for interests of mortgagees or loss payees, without the prior written consent of FIRST.
- The Insurer will pay FIRST (i) all gross unearned premiums which may become payable resulting from endorsement and (ii) loss payments which reduce the unearned premium up to the amount of the unpaid balance due FIRST from the insured, subject to any mortgagee or loss payee interest; such returns to be based on the amount of premium advanced by FIRST and as mentioned above.
- The Insurer will not assign the Policies, except for interests or mortgagees or loss payees, without the prior written consent of FIRST.
- The terms of this notice, and if extant, the written agreement of subscription between FIRST and the insurer, are fully applicable to this transaction.

PLEASE ADVISE FIRST IF ANY AGENT OR GENERAL AGENT, OTHER THAN THOSE INDICATED ABOVE, SHOULD BE NOTIFIED.

Policy prefix and number	Inception date	Name and address of each insurance company Name and address of each general agent or policy issuing agent (if applicable)	Type of Coverage	Policy term in months	Premium
43-CAO-150292-04	01-Mar-2023	National Liability and Fire Insurance Company	AUTO	12	\$100,680.00
43-GLO-303996-06	01-Mar-2023	National Liability and Fire Insurance Company	GL	12	\$196,000.00
43-UMO-310361-04	01-Mar-2023	National Liability and Fire Insurance Company	UMB	12	\$164,640.00

National Liability and Fire Insurance Company  
c/o D.M. Williams & Associates Ltd 201-3650 Victoria Park Avenue  
Toronto ON M2H 3P7

**THIS IS EXHIBIT 8 TO  
THE AFFIDAVIT OF STEPHEN  
KARPIUK SWORN THE 8th  
DAY OF NOVEMBER, 2023**



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Commissioner for Taking Affidavits  
Gustavo F. Camelino

Tacora Resources Inc. – Acct -#223270[BACK](#)

Unearned premium at October 22 <sup>nd</sup>	\$401,530.22
Unearned premium at October 27 <sup>th</sup>	\$370,643.28
Unearned premium at October 31 <sup>st</sup>	\$339,756.34
Unearned premium at November 5 <sup>th</sup>	\$308,869.40
Unearned premium at November 9 <sup>th</sup>	\$277,982.46
Unearned premium at November 14 <sup>th</sup>	\$247,095.52
Unearned premium at November 18 <sup>th</sup>	\$216,208.58
Unearned premium at November 23 <sup>rd</sup>	\$185,321.64
Unearned premium at November 28 <sup>th</sup>	\$154,434.70
Unearned premium at December 2 <sup>nd</sup>	\$123,547.76
Unearned premium at December 7 <sup>th</sup>	\$92,660.82
Unearned premium at December 11 <sup>th</sup>	\$61,773.88
Unearned premium at December 16 <sup>th</sup>	\$30,886.94
No return premium issued after December 16 <sup>th</sup> – Premium is earned.	

Tacora Resources Inc. – Acct #248999

Unearned premium at November 2 <sup>nd</sup>	\$164,570.90
Unearned premium at November 6 <sup>th</sup>	\$158,241.25
Unearned premium at November 11 <sup>th</sup>	\$151,911.60
Unearned premium at November 16 <sup>th</sup>	\$145,581.95
Unearned premium at November 20 <sup>th</sup>	\$139,252.30
Unearned premium at November 25 <sup>th</sup>	\$132,922.65
Unearned premium at November 29 <sup>th</sup>	\$126,593.00
Unearned premium at December 4 <sup>th</sup>	\$120,263.35
Unearned premium at December 8 <sup>th</sup>	\$113,933.70
Unearned premium at December 13 <sup>th</sup>	\$107,604.05
Unearned premium at December 17 <sup>th</sup>	\$101,274.40
Unearned premium at December 22 <sup>nd</sup>	\$94,944.75

Unearned premium at December 27 <sup>th</sup>	\$88,615.10
Unearned premium at December 31 <sup>st</sup>	\$82,285.45
Unearned premium at January 5 <sup>th</sup>	\$75,955.80
Unearned premium at January 9 <sup>th</sup>	\$69,626.15
Unearned premium at January 14 <sup>th</sup>	\$63,296.50
Unearned premium at January 18 <sup>th</sup>	\$56,966.85
Unearned premium at January 23 <sup>rd</sup>	\$50,637.20
Unearned premium at January 27 <sup>th</sup>	\$44,307.55
Unearned premium at February 1 <sup>st</sup>	\$37,977.90
Unearned premium at February 6 <sup>th</sup>	\$31,648.25
Unearned premium at February 10 <sup>th</sup>	\$25,318.60
Unearned premium at February 15 <sup>th</sup>	\$18,988.95
Unearned premium at February 19 <sup>th</sup>	\$12,659.30
Unearned premium at February 24 <sup>th</sup>	\$6,329.65
No return premium after February 24 <sup>th</sup> – Premium is earned.	



IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36,  
AS AMENDED; AND IN THE MATTER OF THE PLAN OF ARRANGEMENT OF  
TACORA RESOURCES INC.

Court File No. CV-23-00707394-00CL

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

**AFFIDAVIT OF STEPHEN KARPIUK**  
**(SWORN NOVEMBER 8, 2023)**

**CAMELINO GALESSIERE LLP**  
Barristers & Solicitors  
65 Queen Street West  
Suite 440  
Toronto, ON M5H 2M5

**Gustavo F. Camelino**  
Law Society No: 45607S  
Tel: 416-306-3834  
Email: [gcamelino@clegal.ca](mailto:gcamelino@clegal.ca)

Lawyers for First Insurance Funding of Canada  
Inc.

File No. CV-23-00707394-00CL

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

THE HONOURABLE ) DAY THE DAY OF  
 JUSTICE ) NOVEMBER, 2023  
 )

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 A COMPROMISE OR ARRANGEMENT OF  
 TACORA RESOURCES INC.

**ORDER**  
 (FIRST INSURANCE FUNDING OF CANADA INC.)

THIS MOTION, made by FIRST Insurance Funding of Canada Inc. (“**FIRST**”) for an order approving certain payments made by Tacora Resources Inc. (“**Tacora**”) to FIRST in connection with two premium finance contracts, was heard this day by videoconference.

ON READING the Notice of Motion and the affidavit of Stephen Karpiuk sworn on November 8, 2023, , and on hearing the submission of the lawyers for FIRST, Tacora and FTI Consulting Canada Inc. in its capacity as the court-appointed monitor of Tacora, and such other parties listed on the Participation Information Form, with no one else appearing although duly served as appears from the affidavit of service of [NAME], filed,

1. THIS COURT ORDERS that the following two payments made by Tacora in connection with the two finance agreements indicated are authorized and approved *nunc pro tunc*:

- (1) the payment of \$295,214.46 made on or about October 21, 2023, in respect of the final monthly instalment due to FIRST pursuant to a Commercial

Premium Finance Agreement dated December 30, 2019, between FIRST and Tacora, as renewed on January 11, 2023; and

- (2) the payment of \$61,029.34 made on or about November 1, 2023, in respect of the final monthly instalment due to FIRST pursuant to a Commercial Premium Finance Agreement dated March 14, 2022, between FIRST and Tacora as renewed on March 9, 2023.
-

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36,  
AS AMENDED; AND IN THE MATTER OF THE PLAN OF ARRANGEMENT OF  
TACORA RESOURCES INC.

Court File No. CV-23-00707394-00CL

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

**ORDER**

**CAMELINO GALESSIERE LLP**  
Barristers & Solicitors  
65 Queen Street West  
Suite 440  
Toronto, ON M5H 2M5

**Gustavo F. Camelino**  
Law Society No: 45607S  
Tel: 416-306-3834  
Email: [gcamelino@clegal.ca](mailto:gcamelino@clegal.ca)

Lawyers for First Insurance Funding of Canada  
Inc.

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36,  
AS AMENDED; AND IN THE MATTER OF THE PLAN OF ARRANGEMENT OF  
TACORA RESOURCES INC.

Court File No. CV-23-00707394-00CL

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

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**MOTION RECORD**  
**(BY FIRST INSURANCE FUNDING OF**  
**CANADA INC.)**

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**CAMELINO GALESSIERE LLP**  
Barristers & Solicitors  
65 Queen Street West  
Suite 440  
Toronto, ON M5H 2M5

**Gustavo F. Camelino**  
Law Society No: 45607S  
Tel: 416-306-3834  
Email: [gcamelino@clegal.ca](mailto:gcamelino@clegal.ca)

Lawyers for First Insurance Funding of Canada  
Inc.