

No. S-243645
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

-AND-

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, S.B.C.
2002, c. 57

-AND-

IN THE MATTER OF THE PLAN OF COMPROMISE AND
ARRANGEMENT OF INCA ONE GOLD CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

))
BEFORE)	THE HONOURABLE JUSTICE)
)	FITZPATRICK)
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))
))

OCTOBER 6, 2025

ON THE APPLICATION of FTI Consulting Canada Inc. ("FTI"), in its capacity as the former monitor (the "**Monitor**") of Inca One Gold Corp. (the "**Debtor**") and in its capacity as receiver and manager of property, assets and undertakings of the Debtor and not in its personal capacity (the "**Receiver**"), coming on for hearing at Vancouver, British Columbia on October 6, 2025; and on hearing Carole Hunter, counsel for the Receiver, and other counsel as listed on **Schedule "A"** hereto; and no one appearing on behalf of the other parties, although duly served; AND ON READING the First Report of the Monitor dated June 12, 2024, the Second Report of the Monitor dated July 19, 2024, the Third Report of the Monitor dated August 23, 2024, the Fourth Report of the Monitor dated October 4, 2024, the First Report of the Receiver dated March 19, 2025 and the Second Report of the Receiver dated September 16, 2025 (the "**Second Report**"), all filed herein (collectively, the "**Reports**") and Affidavit #1 of Colin Brousson made September 15, 2025 (the "**Fee Affidavit**"); AND pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, amended (the "**CCAA**"), the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended

(the "BIA"), the British Columbia *Supreme Court Civil Rules*, BC Reg 168/2009, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS that:

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.
2. All capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

APPROVAL OF FEES AND ACTIVITIES

3. The Reports and the activities of the Monitor and the Receiver referred to therein be and are hereby approved; provided, however, that only FTI, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way, such approval.
4. The final statement of receipts and disbursements as set out in the Second Report be and is hereby approved.
5. The fees and disbursements of the Monitor, the Receiver and its counsel, as set out in the Second Report and Fees Affidavit, are hereby approved.
6. The fees and disbursements of the Receiver and its counsel, respectively, that are not set out in the Fees Affidavit but that have been or will be incurred in connection with the completion of these proceedings are hereby authorized and approved for the Receiver and its counsel up to a maximum of \$35,000 plus any applicable taxes and disbursements.

TERMINATION OF PROCEEDINGS

7. These proceedings shall be terminated without any further act or formality, provided that nothing herein impacts the validity of any Orders made in these proceedings or any action or steps taken by any by individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.

8. The Receiver's Charge (as defined in the Receivership Order) shall be and is hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.
9. The Charges (as defined in the Second ARIO) shall be and are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.

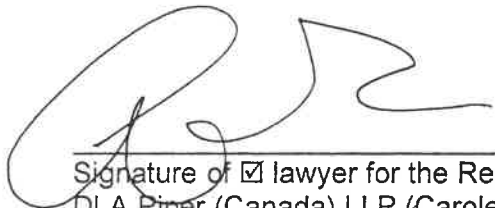
DISCHARGE OF RECEIVER

10. FTI, shall be and is hereby discharged from its duties as the Receiver and shall have no further duties, obligations, liabilities, or responsibilities as Receiver from and after the date hereof, provided that, notwithstanding its discharge as Receiver, FTI shall have the authority to carry out, complete or address any matters in its role as Receiver as are ancillary or incidental to these proceedings as may be required.
11. Notwithstanding any provision of this Order, the discharge of the Monitor and the Receiver or the termination of these proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and
 - (a) the Monitor shall continue to have the benefit of any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, the ARIO and the Second ARIO; and
 - (b) the Receiver shall continue to have the benefit of any of the rights, approvals and protections in favour of the Receiver at law or pursuant to the BIA and the Receivership Order, and

any other Order of this Court in these proceedings or otherwise, all of which are expressly continued and confirmed following the termination of these proceedings, including in connection with any actions taken by the Monitor or the Receiver following termination and discharge with respect to the Debtor, or these proceedings.
12. No action or other proceeding shall be commenced against the Monitor or the Receiver in any way arising from or related to its capacity or conduct as Monitor or Receiver except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the Monitor and the Receiver.

GENERAL

13. Any party affected by this order may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
14. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and its respective agents in carrying out the terms of this Order.
15. Endorsement of this Order by counsel or any unrepresented party appearing on this application, if any, other than counsel to the Receiver, is hereby dispensed with.



Signature of ☒ lawyer for the Receiver
DLA Piper (Canada) LLP (Carole Hunter)
Colin Broussan

BY THE COURT



REGISTRAR

SCHEDULE "A"**LIST OF COUNSEL**

NAME OF LAWYER	REPRESENTING
Carole Hunter	FTI Consulting Canada Inc.

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