

FORCE FILED



**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

NOTICE OF APPLICATION

Name of applicant: OCIM Metals & Mining S.A. ("OCIM")

To: The Service List – see attached Schedule "A"

TAKE NOTICE that an application will be made by OCIM to the Honourable Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, B.C. on October 7, 2024 at 10:00 a.m. for the orders set out in **Part 1** below.

The applicant estimates that the application will take 1 day.

This matter is not within the jurisdiction of an associate judge. Madam Justice Fitzpatrick is seized of these proceedings. The date and time of this application has been set by Scheduling.

PART 1: ORDERS SOUGHT

1. An order (the "**Receivership Order**") in substantially the form attached as Schedule "B", among other things:

- (a) discharging FTI Consulting Canada Inc. (“**FTI**”) as Monitor (in such capacity, the “**Monitor**”) of Inca One Gold Corp. (the “**Debtor**”), as appointed by the initial order (the “**Initial Order**”) made pursuant to the Companies’ Creditors Arrangement Act, RSC 1985, c C-36, as amended (the “**CCAA**”) in these proceedings on June 3, 2024; and
 - (b) appointing FTI as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and property (together, the “**Property**”) of the Debtor pursuant to section 243 of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253 (the “**LEA**”).
2. A sealing order substantially in the form attached as Schedule “C” (the “**Sealing Order**”) sealing the second affidavit of Luis Saenz made on August 22, 2024 (“**Saenz #2**”)
 3. Such further relief as the circumstances may require and as this Honourable Court deems appropriate.

PART 2: FACTUAL BASIS

4. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Affidavit #3 of Luis Saenz, made September 20, 2024 (“**Saenz #3**”).
5. The Debtor is a Vancouver-based company that develops custom mineral processing operations in Peru. It owns a number of Peruvian and Canadian subsidiaries including, among others, Chala One S.A.C. (“**Chala One**”) and Corizona One S.A.C. (“**Corizona**”).
6. OCIM is the Debtor’s senior secured creditor. It advanced funds to the Debtor pursuant to the Gold Loan Agreement, as follows:¹
 - (a) US\$6,000,000.00, advanced on or about August 6, 2021;

¹ Saenz #3, at para. 13. Copies of the initial agreement and amendments to the Gold Loan Agreement are attached as Exhibit F to the Affidavit #1 of Edward Kelly filed June 3, 2024 (“**Kelly #1**”) and Exhibits G – K to the Affidavit #2 of Edward Kelly made June 11, 2024, respectively.

- (b) US\$3,000,000.00, advanced on or about December 8, 2021; and
 - (c) US\$1,500,000.00, advanced on or about April 29, 2022.
7. OCIM obtained security for the amounts advanced pursuant to the Gold Loan Agreement, including:
- (a) a general security agreement granting a security interest in favour of OCIM over the Debtor's present and after acquired personal property (the "GSA");²
 - (b) share pledge agreements in respect of Chala One³ and Corizona,⁴ and
 - (c) various liens registered in Peru.⁵
8. The GSA provides for, among other things, the appointment of a receiver in the event of default under the Gold Loan Agreement⁶ and OCIM registered its security interest in BC.⁷
9. The Debtor defaulted in its obligations under the Gold Loan Agreement⁸ and, accordingly, on May 23, OCIM made demand for payment⁹ and issued notices exercising its rights under the Pledge Agreements.¹⁰
10. Despite these notices and demands, the Debtor has failed to pay the amounts owing¹¹ and its subsidiaries have failed or refused to complete the formalities in Peru to complete the share transfers.¹²
11. On June 3, 2024, the Debtor sought and obtained an initial order under the CCAA, which has been extended by orders in these proceedings, currently expiring on October 7, 2024.

² Kelly #1, Ex. G.

³ Saenz #3, Ex. A.

⁴ Saenz #3, Ex. B.

⁵ Kelly #1, Ex. I.

⁶ Kelly #1, Ex. G. ss. 6.2(l) and 6.4, pgs. 89-92.

⁷ Affidavit #1 of Ricci Cheung, made September 23, 2024, Ex. A.

⁸ Saenz #3, at para. 16.

⁹ Kelly #1, Ex. J and Saenz #3, at para. 21.

¹⁰ Kelly #1, Ex. K.

¹¹ Saenz #3, at para. 22.

¹² Saenz #3, at para. 21.

12. As of June 3, 2024, the outstanding indebtedness owing by the Debtor to OCIM under the Facilities was 4,124.4 Gold Loan Ounces (as defined in the Gold Loan Agreement), or the USD equivalent amount of approximately US\$9.6 million, exclusive of accrued interest and other fees owing under the Gold Loan Agreement.¹³
13. During these proceedings, the Debtor has advised it will conclude a financing being coordinated by Westmount Capital (“**Westmount**”) pay its debts, including to OCIM, and provide working capital. In particular:
 - (a) in July, the Debtor’s evidence was that it “obtained a signed \$25,000,000 USD term sheet” from Westmount “to be advanced no later than September 30, 2024”;¹⁴ and
 - (b) on September 9, 2024, the Debtor issued a press release that it “agreed to terms for a US\$25M Gold Loan facility” that will be “presented” by Westmount and is expected to close “on or about September 30, 2024”.¹⁵
14. Despite these statements, and the time afforded during these proceedings (during which the Debtor has been singularly focused on raising funds with Westmount), the Debtor has failed to deliver to its creditors any documents confirming the status of this financing. Specifically, the Debtor has not:
 - (a) confirmed that Westmount’s investors executed Non-Disclosure Agreements (or similar undertakings) or that any necessary due diligence has been completed;
 - (b) provided copies of subscription agreements or other material evidencing that funds have been committed; or
 - (c) confirmed that the collateral package for the financing has been identified and determined.

¹³ Saenz #3, at para. 23.

¹⁴ Affidavit #3 of Edward Kelly, filed July 18, 2024, at para. 17.

¹⁵ Saenz #3, Ex. C.

15. OCIM is concerned that, given the lack of material progress or evidence of committed and available funds, the Westmount financing is not capable of closing in a reasonable time. In the meantime, OCIM's security and position is at risk, and will continue to erode.
16. In particular, OCIM is concerned that:
 - (a) the previous commercial relationships with international gold refineries as well as international certifications have been affected negatively and have suffered significant reputational damage;¹⁶ and
 - (b) there may be a disruption to the supply of funding and supplies to the Debtor's business operations because certain suppliers and creditors of the Debtor have advised that they have lost confidence in and will not engage further with the Debtor's management.¹⁷
17. Saenz #2 contains additional information regarding OCIM's concerns.
18. FTI is a qualified licensed insolvency trustee, familiar with the Debtor from acting as Monitor in these proceedings, and has consented to act as the Receiver should this Honourable Court make a receivership order.¹⁸

PART 3: LEGAL BASIS

19. OCIM relies on:
 - (a) rules 1-3, 8-1, 10-2, and 22-1 of the *Supreme Court Civil Rules*;
 - (b) the *BIA*, section 243;
 - (c) the *LEA*, R.S.B.C. 1996, c. 253, section 39;
 - (d) the *Personal Property Security Act*, R.S.B.C. 1996, c. 359;
 - (e) the inherent jurisdiction of this Honourable Court; and

¹⁶ Saenz #3, at para. 26.

¹⁷ Saenz #3, at para. 27(b); Saenz #1, at paras. 16 – 20.

¹⁸ Saenz #3, at para. 30.

- (f) such other legal basis as counsel may advise.

Receivership Order

20. Where warranted, courts in Canada have granted receivership orders in the course of proceedings commenced under the CCAA.

Arrangement relatif à Cirque du Soleil Canada Inc., 2020 QCCS 2124
Ravelston Corporation Ltd. (Re), 2005 O. J. No. 1643 (Super. Ct.).

21. OCIM, the Debtor's senior secured creditor, seeks the appointment of a receiver pursuant to s. 39 of the LEA and s. 243 of the BIA, which allows a court to do so if it is "just or convenient" in the circumstances.
22. When considering whether to make an order appointing a receiver, courts "review the matter holistically and decide whether on the whole of the circumstances it is, in fact, just and convenient to appoint a receiver."

Bank of Montreal v. Gian's Business Centre, 2016 BCSC 2348 at para 23.

23. Although not a checklist, the factors in this assessment include:
- (a) whether irreparable harm might be caused if no order were made;
 - (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
 - (c) the nature of the property;
 - (d) the apprehended or actual waste of the debtor's assets;
 - (e) the preservation and protection of the property;
 - (f) the balance of convenience to the parties;
 - (g) the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;

- (h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulty with the debtor and others;
- (i) the principle that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly;
- (j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its' duties more efficiently;
- (k) the effect of the order upon the parties;
- (l) the length of time that a receiver may be in place;
- (m) the conduct of the parties;
- (n) the cost to the parties;
- (o) the likelihood of maximizing return to the parties;
- (p) the goal of facilitating the duties of the receiver.

Maple Trade Finance Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527 (“**Maple Trade**”).

Pandion Mine Finance Fund LP v. Otso Gold Corp., 2022 BCSC 136 at paras 53 and 54.

24. In applying these factors, this Court has held that the right of a secured creditor to appoint a receiver under a security agreement holds considerable weight and is a “strong factor in support of the appointment”. The Ontario Superior Court of Justice has similarly commented that the “extraordinary” nature of a receivership order is “significantly reduced when dealing with a secured creditor who has a right to a receivership under its security arrangements.”

Maple Trade at para 26.

BCIMC Construction Fund Corporation et al v. The Clover on Yonge Inc., 2020 ONSC

1953 at paras 43 and 44.

25. On the whole, the factors favour the granting of the Receivership Order as, among other things:

- (a) despite significant time being allowed in these proceedings, the Debtor has failed to make sufficient progress towards securing the Westmount financing;
- (b) it has become apparent that a restructuring of the Debtor cannot be completed within a reasonable time and, accordingly, a liquidation of the Property is required;
- (c) OCIM has concerns regarding management at the facilities in Peru;
- (d) certain suppliers and creditors of the Debtor have advised that they have lost confidence in and will not engage further with the Debtor's management, which may cause a disruption to the supply of funding and supplies to the business operations;
- (e) OCIM has a right to appoint a receiver under the Gold Loan Agreement;
- (f) it is in the best interest of the stakeholders, primarily the Debtor's various creditors, that the Receivership Order be granted; and
- (g) no party will be prejudiced by the appointment of a receiver.

26. Accordingly, OCIM respectfully submits it is just and convenient in the circumstances to appoint the Receiver.

Sealing Order

27. The court has jurisdiction to grant a sealing order pursuant to its inherent authority to control its own processes.

Royal Bank of Canada v. Westech Appraisal Services Ltd., 2017 BCSC 773, at para. 4

28. Court proceedings are presumptively open to the public. The test for ordering discretionary limits on openness as set out in *Sierra Club* was recently recast by the Supreme Court of Canada in *Sherman*, such that a person seeking a sealing order must establish that:

- (a) court openness (i.e. not sealing the document in question in the court file) poses a serious risk to an important public interest;

- (b) such order is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
- (c) as a matter of proportionality, the benefits of such order outweigh its negative effects.

Sierra Club of Canada v. Canada (Minister of Finance), 2002 SCC 41 (“**Sierra Club**”).
Sherman Estate v. Donovan, 2021 SCC 25 (“**Sherman Estate**”) at para 38.

29. In insolvency proceedings, courts regularly grant time-bounded sealing orders over commercially sensitive information that may impact a sale process. In doing so, the Ontario Superior Court of Justice has confirmed that the protection of the integrity of a sales process and the maximization of recovery within such process is an important public interest that justifies the grant of a sealing order.

Rose-Isli Corp. v. Frame-Tech Structures Ltd., 2023 ONSC 832, paras. 137-141.
Ontario Securities Commission v. Bridging Finance, 2021 ONSC 4347, para. 24.

30. The need to keep confidential the contents of Saenz #2 fits squarely within the test established by *Sherman Estate*. In particular:
- (a) Saenz #2 includes information relevant to the Debtor’s assets that are likely to be marketed for sale. Public disclosure of this information would impact that sale process, and sealing the information will assist in maximizing recoveries for stakeholders;
 - (b) Saenz #2 includes commercially sensitive information about the operations of the company which, if disclosed, may harm the Debtor and the value of its assets;
 - (c) the Sealing Order is necessary to prevent these risks and OCIM is not aware of any alternatives to prevent them; and
 - (d) OCIM is not aware of any prejudice to the other parties or stakeholders if Saenz #2 is filed under seal.

31. The Sealing Order being sought is the least restrictive and prejudicial alternative to prevent the dissemination of the commercially sensitive information, such that it is fair and just in the circumstances to restrict public access to the confidential information in Saenz #2.
32. OCIM submits that the Sealing Order is appropriate and should be granted for the reasons set forth above.

PART 4: MATERIAL TO BE RELIED ON

33. Affidavit #1 of Edward Kelly, filed June 3, 2024;
34. Affidavit #2 of Edward Kelly, filed June 11, 2024;
35. Affidavit #3 of Edward Kelly, filed July 18, 2024 (excluding exhibits);
36. Affidavit #1 of Luis Saenz, made August 22, 2024;
37. Affidavit #2 of Luis Saenz, made August 22, 2024 (to be filed subject to a sealing order);
38. Affidavit #3 of Luis Saenz, made September 20, 2024 (to be filed);
39. Affidavit #1 of Ricci Cheung, made September 23, 2024; and
40. such further and other materials as counsel may advise and as this Court deems admissible.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days after service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;

- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: September 24, 2024

Signature of Lisa Hiebert,
lawyer for OCIM

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part 1 of this Notice of Application

with the following variations and additional terms:

.....

.....

.....

Date:

.....

Signature of Judge Associate Judge

The Solicitors for the Applicant are Fasken Martineau DuMoulin LLP, whose office address and address for delivery is 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3 Telephone: +1 604 631 3131 Facsimile: +1 604 631 3232 E-mail: lhiebert@fasken.com (Reference: Lisa Hiebert/ 338946.00002)

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- X other

SCHEDULE "A"

SERVICE LIST

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

Service List (July 25, 2024)

<p>Bridgehouse Law 9th Floor, 900 West Hastings St. Vancouver, BC V6C 1E5,</p> <p>Attention: Ritchie Clark, K.C. and Benjamin La Borie</p> <p>Tel.: 604-336-8344 236-521-6150</p> <p>Email: rclark@bridgehouselaw.ca blaborie@bridgehouselaw.ca</p> <p><i>Counsel for the Petitioner</i></p>	<p>DLA Piper (Canada) LLP Suite 2700 – 1133 Melville Street Vancouver, BC V6E 4E5</p> <p>Attention: Colin D. Brousson</p> <p>Tel.: 604.643.6400</p> <p>Email: colin.brousson@ca.dlapiper.com dannis.yang@ca.dlapiper.com</p> <p><i>Counsel for the Monitor</i></p>
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<p>FTI Consulting Canada Ltd. 701 West Georgia Street Suite 1450, PO Box 10089 Vancouver, BC V7Y 1B6</p> <p>Attention: Tom Powell and Mike Clark</p> <p>Tel. 833.819.4488</p> <p>Email: tom.powell@fticonsulting.com Mike.Clark@fticonsulting.com</p> <p><i>The Monitor</i></p>	<p>Blake, Cassels & Graydon LLP 3500 – 1133 Melville Street Vancouver, BC V6E 4E5</p> <p>Attention: Peter Rubin</p> <p>Tel.: 604.631.3315</p> <p>Email: peter.rubin@blakes.com</p> <p><i>Counsel for Equinox</i></p>
<p>Fasken Martineau DuMoulin LLP Suite 2900 – 550 Burrard Street Vancouver, BC V6C 0A3</p> <p>Attention: Glen Nesbitt, Martin Ferreira Pinho and Lisa Hiebert</p> <p>Tel.: 604.631.4833 604.631.3187 604.631.4977</p> <p>Email: gnesbitt@fasken.com mferreirapinho@fasken.com lhiebert@fasken.com akumar@fasken.com</p> <p><i>Counsel for OCIM</i></p>	<p>Department of Justice Canada British Columbia Regional Office 900 - 840 Howe Street, Vancouver, BC V6Z 2S9</p> <p>Attention: Aminollah Sabzevari</p> <p>Tel.: 587-930-5282</p> <p>Email: Aminollah.Sabzevari@justice.gc.ca Khanh.Gonzalez@justice.gc.ca</p>
<p>Bennett Jones LLP 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Suite 2500 - 666 Burrard St Vancouver, BC V7C 2X8</p> <p>Attention: Mike Shakra and David Gruber</p> <p>Tel.: 416.777.6236 604.891.5150</p> <p>Email: ShakraM@bennettjones.com GruberD@bennettjones.com</p> <p><i>Counsel for Westmount Capital</i></p>	

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SCHEDULE "B"

DRAFT RECEIVERSHIP ORDER

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)
MADAM JUSTICE FITZPATRICK) October 7, 2024
)

ON THE APPLICATION of OCIM Metals and Mining S.A. ("**OCIM**", or the "**Applicant**") for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing FTI Consulting Canada Inc. as receiver and manager without security, of all of the assets, undertakings and property of Inca One Gold Corp. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at Vancouver, British Columbia;

AND ON READING the Affidavit #1 of Luis Saenz sworn August 22, 2024 and the other material filed; AND ON HEARING Lisa Hiebert, Counsel for the Applicant and other counsel as listed on Schedule "A" hereto;

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA FTI Consulting Canada Inc. is appointed as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of the Debtor, including all proceeds (the "**Property**").

RECEIVER'S POWERS

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver considers appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of a single transaction for consideration up to \$75,000 provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers, free and clear of any liens or encumbrances;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to cause the Debtor to make a voluntary assignment for the benefit of their creditors pursuant to section 49 of the BIA;
- (t) to act as trustee in bankruptcy of the Debtor in accordance with the provisions of the BIA; and

- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

CCAA ORDERS

7. FTI Consulting Canada Inc. is hereby discharged as Monitor (in such capacity, the “**Monitor**”) of the Debtor, as appointed by the Second Amended and Restated Initial Order (the **SARIO**”) made in these proceedings on July 25, 2024.
8. The Charges (as defined in the SARIO) shall secure all amounts owing as of the date of this Order, but shall not secure amounts incurred after the date of this Order.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

16. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable

individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
18. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
19. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
 - (a) before the Receiver’s appointment; or,
 - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
20. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

21. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Charges (as defined in the SARIO) and subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. For greater certainty, and as noted in paragraph 8, the Charges do not secure amounts incurred after the date of this Order.
23. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. The Receiver is authorized and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's

Charge, the Charges (as defined in the SARIO) and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. For greater certainty, and as noted in paragraph 8, the Charges do not secure amounts incurred after the date of this Order.

26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

29. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

30. The Receiver shall establish and maintain a website in respect of these proceedings at: <http://cfcanada.fticonsulting.com/incaone> (the "**Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
31. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

32. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
33. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
34. Notwithstanding paragraph 31 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
35. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

36. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days’ notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
37. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
38. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
39. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are 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 agents in carrying out the terms of this Order.
40. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in

carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

41. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

42. Endorsement of this Order by counsel appearing on this application other than counsel for the Applicant is dispensed with.

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

APPROVED BY:

Signature of Lisa Hiebert, lawyer for the
Applicant

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

List of Counsel

Counsel Name	Party Represented
Ritchie Clark, K.C. and Benjamin La Borie	Inca One Gold Corp.
Colin Brousson	FTI Consulting Canada Inc.
Peter Rubin	Equinox Gold Corp.

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc. the receiver and manager (the **"Receiver"**) of all of the assets, undertakings and properties of Inca One Gold Corp. (the **"Debtor"**) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the **"Property"**) appointed by Order of the Supreme Court of British Columbia (the **"Court"**) dated the 7th day of October 2024 (the **"Order"**) made in SCBC Action No. S-243645 has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of \$ _____, being part of the total principal sum of \$2,000,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the ____ day of each month after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 202__.

FTI Consulting Canada Inc., solely in its capacity as Receiver of the Property, and not in its personal or corporate capacity

Per:
Name:
Title:

Schedule "B"

Demand for Notice

TO: OCIM Metals and Mining S.A.
c/o Fasken Martineau DuMoulin LLP
Attention: Lisa Hiebert
Email: lhiebert@fasken.com and svolkow@fasken.com

AND TO: FTI Consulting Canada Inc.
c/o DLA Piper (Canada) LLP
Attention: Colin Brousson
Email: colin.brousson@ca.dlapiper.com and Dannis.yang@ca.dlapiper.com

Re: In the matter of the Receivership of Inca One Gold Corp.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

- 1. By email, at the following address (or addresses):

OR

- 2. By facsimile, at the following facsimile number (or numbers):

OR

- 3. By mail, at the following address:

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

Creditor's Contact Phone Number: _____

SCHEDULE "C"

DRAFT SEALING ORDER

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

SEALING ORDER

BEFORE THE HONOURABLE)
MADAM JUSTICE FITZPATRICK) October 7, 2024

ON THE APPLICATION of OCIM Metals & Mining S.A. (“OCIM”) coming on for hearing at Vancouver, British Columbia on October 7, 2024; **AND ON HEARING** Lisa Hiebert, counsel for OCIM, and those other counsel listed on **Schedule “A”**; **AND UPON READING** the 2nd Affidavit of Luis Saenz made August 22, 2024; **AND UPON BEING ADVISED** that the Petitioner was given notice; **AND PURSUANT TO** the *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The following documents are to be sealed by the Registrar of this Honourable Court for the duration noted:

Description:	Date filed, if applicable	Number of copies filed, including any extra copies for the judge.	Duration of sealing order: <i>(until further order of the Court; until the first day of trial; or until a specific date)</i>	Sought	Granted	
					YES	NO

1a) Specific Documents Affidavit #2 of Luis Saenz made August 22, 2024	To be filed	1	Until the earlier of: (a) The filing of a Certificate confirming sale of all or substantially all of the property of Inca One Gold Corp.; or (b) Further Order of this Court.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1b) Entire File				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Clerk's Notes				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Order				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Reasons for Judgment				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Access to the sealed items are permitted by:

- a. Parties
- b. Counsel for a party
- c. Other: Further Order of the Court

3. Endorsement of this Sealing Order by parties other than counsel for the Applicant is hereby dispensed with.

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

Signature of Lisa Hiebert
Lawyer for the Applicant, OCIM Metals and Mining
S.A.

BY THE COURT

REGISTRAR

Schedule A – Appearance List

Counsel	Party
Ritchie Clark, K.C. and Benjamin La Borie	Inca One Gold Corp.
Colin Brousson	FTI Consulting Canada Inc.
Peter Rubin	Equinox Gold Corp.