



FORCE FILED

No. S243645
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.

NOTICE OF APPLICATION

Name of applicant: Inca One Gold Corp.

TO: Service List, attached hereto as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicant to the Honourable Madam Justice Fitzpatrick at the courthouse at 800 Smithe Street, Vancouver, in the Province of British Columbia, on August 26, 2024 at 2:00p.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take two hours.

This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. The Petitioner, Inca One Gold Corp. ("**Inca One**"), seeks the following orders:
 - (a) an order substantially in the form of the draft order attached hereto as **Schedule "B"** extending the Stay Period (as defined below) and amending certain provisions of the Second Amended and Restated Initial Order granted on July 25, 2024 (the "**Second ARIO**") as follows:
 - i. deeming service of this application to be good and sufficient; and

- ii. extending the Stay Period (as defined below) up to and including October 5, 2024; and
- (b) an order substantially in the form attached hereto as **Schedule “C”** (the “**Claims Process Order**”) approving a claims process (the “**Claims Process**”) with respect to claims that may be made against the Inca One, or its respective Directors or Officers in these proceedings; and
- (c) such further and other relief as may be sought by Inca One and as the Court deems just.

Part 2: FACTUAL BASIS

A. Background

1. The facts supporting this application are fully set out in the Fourth Affidavit of Edward Kelly affirmed on August 21, 2024 (the “**Fourth Kelly Affidavit**”) and the pleadings filed by Inca One to date.
2. Capitalized terms used but not otherwise defined herein have the same meaning as ascribed to them in the Fourth Kelly Affidavit or the Affidavit of Edward Kelly affirmed on June 3, 2024 (the “**First Kelly Affidavit**”).
3. On June 3, 2024, the Honourable Madam Justice Fitzpatrick pronounced the Initial Order in respect of Inca One pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Among other things, the Initial Order established a stay of proceedings against Inca One for an initial period of ten (10) days (the “**Stay Period**”). FTI Consulting Canada Inc. (“**FTI**”) was appointed as the monitor (when referred to in such capacity, the “**Monitor**”) of Inca One.
4. On June 13, 2024, the Honourable Madam Justice Fitzpatrick pronounced the Amended and Restated Initial Order, which extended the Stay Period to July 22, 2024 and increased the Administration Charge to \$220,000.
5. On July 22, 2024, the Honourable Madam Justice Fitzpatrick pronounced an Order extending the Stay Period to July 25, 2024.
6. On July 25, 2024, the Honourable Madam Justice Fitzpatrick pronounced the Second Ario, which extended the Stay Period to August 26, 2024 and authorized an interim financing facility (the “**Interim Financing Facility**”) from 401601 B.C. Ltd. (the “**Interim Lender**”) and an Interim Financing Charge. As detailed in the materials presented to the Court on that day, Inca One obtained a term sheet (the “**Replacement Financing Term Sheet**”) with Westmount

Capital (“**Westmount**”) to provide Inca One with a \$25,000,000 USD replacement financing facility (the “**Replacement Facility**”) to close no later than September 30, 2024.

7. Since the granting of the Second ARIO, Inca One has closed the Interim Financing and has been working in conjunction with Westmount in advancing the Replacement Facility. As the Replacement Facility contemplates replacement or arrangement of the existing priority security of OCIM Metals and Mining S.A. (“**OCIM**”) and Equinox Gold Corp. (“**Equinox**”), Inca One seeks a compressed Claims Process.

8. The relief sought by Inca One on this application is consistent with the underlying purpose of the CCAA.

9. Unless otherwise noted, all references to monetary amounts in this Notice of Application are in Canadian dollars (“**CAD**”).

B. Status of Restructuring Proceedings and Operations

10. As detailed in the Fourth Kelly Affidavit, Inca One has been carrying on operations in Canada and maintaining its assets in Peru until such time that refinancing is completed.

11. On August 11, 2024, Inca One became aware of a news article in Peru which made false allegations as to Inca One’s activities and its leadership. The Fourth Kelly Affidavit details each allegation and provides definitive responses to those allegations along with an update from its operations manager.

12. On August 12, 2024, OCIM presented a term sheet to Inca One (the “**OCIM Term Sheet**”) for a comprehensive restructuring that was substantially similar to that previously proposed by OCIM. Inca One has taken the position that the OCIM Term Sheet is not workable for Inca One’s stakeholders for a variety of business reasons. OCIM withdrew its offer after receiving comments from Inca One.

13. Inca One continues to work with Westmount to advance the Replacement Facility. Details of steps taken to date are set out in the Fourth Kelly Affidavit along with the Affidavit #1 of Kim Wales, who has been working with Westmount.

14. At this time, the terms of a Plan to be presented to Inca One’s creditors have not been fully developed. However, Inca One’s expectations are that the Plan will:

- (a) Allow for the payment to OCIM and provide Equinox and other creditors with equity or otherwise according to a Plan;
- (b) preserve the current management and organizational structure of Inca One, including its employees in Canada and Peru; and

- (c) allow for sufficient working capital to recommence Plant operations, purchase gold inventory for the Plants, and achieve profitability.

C. Claims Process

15. Progressing to a Plan will require that Inca One's creditors prove their claims through a court-approved claims process. The overarching purpose of the proposed Claims Process is to provide certainty as to what claims may exist against Inca One and its Directors and Officers.

16. The proposed Claims Process is a "negative" claims process, intended to efficiently and effectively identify and adjudicate all claims. Creditors with respect to which Inca One or the Monitor have sufficient information to make an assessment of their Claim will receive a Claims Notice setting out the value of their Claim and will not have to submit any further documentation unless they wish to dispute their Claim.

17. Other Creditors who do not receive a Claims Notice will be able to submit a Proof of Claim or a Director/Officer Claim Form, as applicable, should they wish to submit a claim against Inca One or its Directors and Officers.

18. Any Creditor who wishes to dispute their claim as set out in a Claims Notice or otherwise assert a Claim against Inca One or its Directors or Officers must do so by the Claims Bar Date of September 16, 2024. The Monitor, in consultation with the Company and, as appropriate, Inca One, will adjudicate the submitted Claims pursuant to the terms of the Claims Process Order.

19. The proposed Claims Process Order provides the Monitor with flexibility and discretion as to the implementation of the Claims Process, including permitting the Monitor to extend, or pause, the time period within which the Monitor or any Creditor is required to take steps related to the adjudication of claims.

20. Inca One views the terms of the proposed Claims Process Order, which were developed in consultation with the Monitor, as fair, reasonable, and appropriate in the circumstances. The Claims Process will (a) permit the Monitor to assess and, if and when appropriate, adjudicate potential claims that may be asserted, and (b) provide certainty as to the realm of claims that may be asserted as part of Inca One's restructuring efforts.

F. Stay Period Extension

21. Inca One seeks an extension of the Stay Period under the Second ARIO to October 4, 2024, to allow for:

- (a) Completion of the Claims Process;

- (b) Complete steps with respect to the Refinancing Facility for Westmount to be in a position to close the Replacement Facility and/or sponsor the Plan;
- (c) To seek a Meeting Order to consider the Plan, and if approved by the requisite majorities, seek a sanction order in respect of the Plan; and

22. Inca One has sufficient funding under the Interim Financing Facility to allow for operations until October 4, 2024.

Part 3: LEGAL BASIS

Claims Process

23. Claims process orders are common practice in CCAA proceedings and are an important step in most restructurings.

Quest University Canada (Re), 2020 BCSC 1845 at para. 21[Quest University]; *Bul River Mineral Corporation, (Re)*, 2014 BCSC 1732 at paras. 31-32 [Bul River]

24. The jurisdiction to grant a claims process order arises from section 11 of the CCAA, which provides this Court with broad statutory authority to make such orders as are necessary to achieve the remedial objectives of the CCAA, provided they are "appropriate in the circumstances".

Bul River at paras. 29-30; *Soccer Express Trading Corp. (Re)*[Soccer Express], 2020 BCSC 749 at para. 106

25. There are "no set rules" for the contents of a claims process order, but the overarching objective is to obtain certainty as to quantum and validity of the prospective claims that may be made against a debtor company.

Soccer Express at paras. 108-109; Bul River at para. 32; Quest University at para. 29

26. Additional considerations include whether:

- (a) the process and timelines in the proposed claims process are fair, reasonable, and designed with some idea of the issues that either have arisen or might arise in the restructuring;
- (b) the proposed order allows for the usual steps and procedures, consistent with what has previously been approved in other restructurings; and
- (c) the Monitor supports approval of the proposed claims process order.

Bul River at para. 32; Soccer Express at paras. 107-108

27. Conducting a claims process at this time will permit potential claims against Inca One and its Directors and Officers to be assessed efficiently, effectively, and with the institutional knowledge and input of management.

28. As set out above, the Claims Process was developed in consultation with the Monitor and Inca One understands the Monitor supports the approval of the Claims Process Order.

29. It is Inca One's view that the terms of the proposed Claims Process are fair and reasonable and that implementing the Claims Process at this time is appropriate.

30. Inca One asks that this Court approve the proposed Claims Process Order.

Stay Period

31. Inca One seeks an extension of the Stay Period up to and including October 5, 2024.

32. Subsection 11.02(2) of the CCAA grants this Court the discretion to order a Stay Period for a period that this Court considers necessary and on any terms that this Court may impose. Section 11.02(3) of the CCAA further provides that this court cannot exercise its discretion to grant the Stay Period unless it is satisfied that:

(a) the Stay Period is appropriate in the circumstances; and

(b) the Petitioner has acted and continues to act in good faith and with due diligence.

CCA, ss 11.02(2), (3)
Worldspan Marine Inc, Re, 2011 BCSC 1758 at para. 12

33. In assessing whether an extension of the Stay Period is appropriate in the circumstances, this Court inquires whether the extension advances the remedial purpose of the CCAA.

Century Services Inc v. Canada (Attorney General), 2010 SCC 60 at para. 70
Worldspan at para. 13

34. The Supreme Court of Canada has held that the purpose of the CCAA is "to facilitate the survival of going concerns" by "permit[ing] the debtor to continue to carry on business and, where possible, avoid the social and economic costs of liquidating its assets".

Century Services at para. 15
Canada v. Canada North Group Inc., 2021 SCC 30 at para. 21

35. A stay of proceedings helps achieve this purpose by preserving the status quo for the debtor company, facilitating the ongoing operations of the debtor company's business, preserving the value of the business, and providing the debtor company with the necessary time, flexibility, and "breathing room" to carry out a supervised restructuring or organized sale process.

Re Lehndorff General Partners Ltd. (1993), 17 CBR (3d) 24, 9 BLR 275 (Ont Gen Div)
at paras. 5- 7

Re North American Tungsten Corp., 2015 BCSC 1376 at para. 25

1057863 B.C. Ltd. (Re), 2020 BCSC 1359 at para 118, citing *Timminco Limited (Re)*,
2012 ONSC 2515 at para. 15

36. Debtor companies are entitled to seek protection under the CCAA in the context of a wide range of restructuring options.

Century Services at para 57, citing *Re Metcalfe & Mansfield Alternative Investments II Corp.*, 2008 ONCA 587 at para. 44

37. Inca One requires additional time to continue the restructuring of its affairs in the best interest of its creditors and other stakeholders, including to conduct the Claims Process and to advance the Replacement Facility.

38. These activities are necessary for Inca One's restructuring. The stay extension sought is reasonable in the circumstances.

39. In light of the progress made to date, and the steps contemplated to be completed during the extended Stay Period, the extension of the Stay Period sought by Inca One is appropriate.

40. Inca One has been working in good faith and with due diligence to advance these CCAA proceedings.

41. Inca One will have sufficient liquidity to meet its obligations during the Stay Period. Accordingly, the Company requests this Honourable Court to approve the requested extension of the Stay Period.

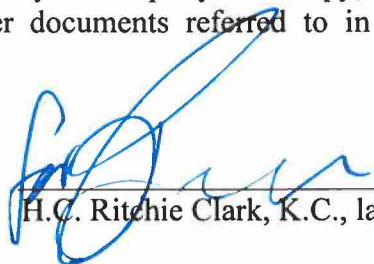
Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #4 of Edward Kelly, made August 22, 2024;
2. Affidavit #1 of Kim Wales, made August 22, 2024;
3. The Third Report of the Monitor, to be filed;
4. The pleadings and proceedings herein; and
5. Such further materials as counsel may advise.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to the application, you must

- (a) file an application response in Form 33 within 5 days after the date of service of this notice of application or, if the application is brought under Rule 9-7 of the Supreme Court Civil Rules, within 11 days after the date of service of this notice of application, and
- (b) at least 2 days before the date set for the hearing of the application, serve on the applicant 2 copies, and on every other party one copy, of filed copy of the application response and other documents referred to in Rule 9-7(12) of the Supreme Court Civil Rules.

Date: August 22, 2024



H.C. Ritchie Clark, K.C., lawyer for applicant

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part I of this notice of application

with the following variations and additional terms:

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.....

.....

Date: Signature of Judge Master

APPENDIX

[The following information is provided for data collection purposes only and is of no legal effect.]

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.

SCHEDULE "A" – SERVICE LIST

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 19, 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>
<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>Nathanson, Schachter & Thompson LLP 750 - 900 Howe Street Vancouver, BC V6Z 2M4</p> <p>Attention: Peter Reardon</p> <p>Tel. 604.662.8840</p> <p>Email: preardon@nst.ca</p> <p>Fasken Martineau DuMoulin LLP Suite 2900 – 550 Burrard Street Vancouver, BC V6C 0A3</p> <p>Attention: Glen Nesbitt and Martin Ferreira Pinho</p> <p>Tel.: 604.631.4833 604.631.3187</p> <p>Email: gnesbitt@fasken.com mferreirapinho@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>
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SCHEDULE "B" – DRAFT 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.

ORDER MADE AFTER APPLICATION
(STAY EXTENSION ORDER)

BEFORE THE HONOURABLE)
) August 26, 2024
MADAM JUSTICE FITZPATRICK)

ON THE APPLICATION OF Inca One Gold Corp. (the "**Applicant**") coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING H.C. Ritchie Clark, K.C. and Benjamin La Borie, counsel for the Applicant, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including Affidavit #4 of Edward Kelly, made August 22, 2024 and the Third Report of FTI Consulting Canada Inc. (the "**Monitor**") dated August ____, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The Stay Period as defined in the Second Amended and Restated Initial Order granted July 25, 2024 is hereby extended until October 4, 2024.

SCHEDULE "A" TO ORDER

Counsel Appearing

COUNSEL NAME	PARTY REPRESENTED

SCHEDULE "C" – DRAFT CLAIMS PROCESS 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.

ORDER MADE AFTER APPLICATION
(CLAIMS PROCESS ORDER)

BEFORE THE HONOURABLE)
MADAM JUSTICE FITZPATRICK) August 26, 2024

ON THE APPLICATION OF Inca One Gold Corp. (the "**Applicant**") coming on for hearing at Vancouver, British Columbia on this date; AND ON HEARING H.C. Ritchie Clark, K.C. and Benjamin La Borie, counsel for the Applicant, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including Affidavit #4 of Edward Kelly, made August 21, 2024 and the Third Report of FTI Consulting Canada Inc. (the "**Monitor**") dated August ____, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

DEFINITIONS, TIME, AND CURRENCY DENOMINATION

1. All capitalized terms not otherwise defined in this Claims Process Order shall have the definitions set out in **Schedule "B"** hereto.
2. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, any reference to an event occurring on a Business Day shall mean prior to 4:00 p.m. on such Business Day unless otherwise indicated herein, and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

p.m. on such Business Day unless otherwise indicated herein, and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

3. Any Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the Filing Date.

CLAIMS PROCESS

Claims Process Approved

4. The Claims Process set out herein, including the Claims Bar Date and the Restructuring Claims Bar Date, is hereby approved.
5. As soon as reasonably practicable, the Applicant shall publish the Press Release with respect to this Claims Process on its website and on SEDAR and the Monitor shall post a copy of this Claims Process Order on the Monitor's Website.

Known Claim Value Creditors

6. With respect to the Creditors of which the Applicant is aware where the Applicant or the Monitor has sufficient information to make a reasonable assessment of such claim (the "**Known Claim Value Creditors**"), by no later than August 30, 2024, the Applicant with the assistance of the Monitor, is authorized and directed to implement the Claims Process with respect to the Known Claim Value Creditors by sending to them a copy of the following:
 - (a) a Claims Process Instruction Letter;
 - (b) a Claims Notice, which shall set forth the Claim which such Known Claim Value Creditor has against the Applicant, according to the Applicant's books and records;
 - (c) a blank Proof of Claim Form;
 - (d) a blank Notice of Dispute of Revision or Disallowance;
 - (e) a blank Director/Officer Claim Form; and
 - (f) this Claims Process Order(collectively, the "**Known Claim Value Claims Package**").

7. Any Known Claim Value Creditor that receives a Claims Notice and agrees with the Claim set forth in the Claims Notice, shall, subject only to further order of this Court, be deemed to have accepted the Claim set forth in the Claims Notice and such Claim will be a Proven Claim. For greater certainty, those Known Claim Value Creditors that agree with the Claim set forth in the Claims Notice shall not be required to file any Claims Process Forms with the Monitor or with the applicable Applicant to prove such Claim.
8. Any Known Claim Value Creditor who receives a Known Claim Value Claims Package that wishes to dispute any Claim set forth in a Claims Notice must submit a Proof of Claim Form to the Monitor in the manner set out in paragraph 34 hereof so that the Proof of Claim Form is received by the Monitor no later than the Claims Bar Date or the Restructuring Claims Bar Date, as applicable. Failure to submit a Proof of Claim Form to the Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, will result in such Creditor's Claim being allowed for the amount set forth in the Claims Notice.

Other Creditors

9. With respect to Creditors that are not Known Claim Value Creditors, but are otherwise known to the Applicant or the Monitor, by no later than August 30, 2024, the Applicant, with the assistance of the Monitor, is authorized and directed to implement the Claims Process with respect to the Creditors by sending to them a copy of the following:
 - (a) a Claims Process Instruction Letter;
 - (b) a blank Proof of Claim Form;
 - (c) a blank Notice of Dispute of Revision or Disallowance;
 - (d) a blank Director/Officer Claim Form; and
 - (e) this Claims Process Order.(collectively, the "**Other Creditor Claims Package**", and together with the Known Claim Value Claims Package, the "**Claims Package**").
10. Any Creditor who receives an Other Creditor Claims Package that wishes to assert a Claim must submit a Proof of Claim Form to the Monitor in the manner set out in paragraph 34 hereof so that the Proof of Claim Form is received by the Monitor no later than the Claims Bar Date or the Restructuring Claims Bar Date, as applicable. Failure to submit a Proof of

Claim Form to the Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, will result in such Creditor's Claim being forever barred and extinguished and, for greater certainty, such Creditor will be forever prohibited from making or enforcing a Claim against the Applicant.

11. To the extent that any Creditor who does not receive a Claims Package seeks documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, such a request shall be made to the Monitor and the Monitor shall cause a copy of this Claims Process Order to be sent to such Creditor or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to any reasonable request relating to the Claims Process as may be appropriate in the circumstances.
12. If a Creditor does not receive a Claims Package but wishes to assert a Claim against the Applicant, the Creditor must submit a Proof of Claim Form to the Monitor in the manner set out in paragraph 34 hereof so that the Proof of Claim Form is received by the Monitor no later than the Claims Bar Date or the Restructuring Claims Bar Date, as applicable. Failure of a Creditor who did not receive a Claims Package to submit a Proof of Claim Form to the Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, will result in such Creditor's Claim being forever barred and extinguished and, for greater certainty, such Creditor will be forever prohibited from making or enforcing a Claim against the Applicant.

Director/Officer Claims

13. Any Creditor that wishes to assert a Director/Officer Claim must submit a Director/Officer Claim Form to the Monitor in the manner set out in paragraph 34 hereof so that the Director/Officer Claim Form is received by the Monitor no later than the Claims Bar Date. Failure to submit a Director/Officer Claim Form to the Monitor by the Claims Bar Date will result in such Creditor's Director/Officer Claim being forever barred and extinguished and, for greater certainty, such Creditor will be forever prohibited from making or enforcing a Director/Officer Claim against Directors or Officers.

Adjudication of Claims

14. If a Creditor delivers a Proof of Claim Form or Director/Officer Claim Form in accordance with the Claims Process set out herein, the Monitor, in consultation with the Applicant

(and, as the Monitor may deem appropriate, any Director or Officer against whom a Director/Officer Claim is asserted or their counsel), will either:

- (a) accept the Claim set out in such Proof of Claim Form or Director/Officer Claim Form, as applicable, in its entirety;
 - (b) revise the amount, secured status, or priority of the Claim set out in the Proof of Claim Form or Director/Officer Claim Form, as applicable, for voting and/or distribution purposes; or
 - (c) disallow the Claim set out in the Proof of Claim Form or Director/Officer Claim Form, as applicable, in its entirety for voting and/or distribution purposes.
15. The Applicant and the Monitor may request any further documentation from a Creditor that the Applicant or the Monitor may require to enable them to consider and determine the validity of a Claim.
16. If the Monitor, in consultation with the Applicant (and, as the Monitor may deem appropriate, any Director or Officer against whom a Director/Officer Claim is asserted or their counsel), disallows a Claim or disputes the amount, secured status, or priority of the Claim set out in a Proof of Claim Form or Director/Officer Claim Form, as applicable, the Monitor, in consultation with the Applicant (and, as the Monitor may deem appropriate, any Director or Officer against whom a Director/Officer Claim is asserted or their counsel) shall, no later than five (5) Business Days after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, send a Notice of Revision or Disallowance to the Creditor advising that the Creditor's Claim as set out in its Proof of Claim Form or Director/Officer Claim Form, as applicable, has been revised or disallowed and the reasons therefor. If the Monitor does not send a Notice of Revision or Disallowance to a Creditor by such date, the Claim as set out in the applicable Proof of Claim Form or Director/Officer Claim Form shall be a Proven Claim (unless otherwise provided in a subsequent order of this Court).
17. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 16 hereof and who wishes to dispute such Notice of Revision or Disallowance must:
 - (a) within five (5) Business Days after the date of delivery of the applicable Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the Applicant, deliver a completed Notice of Dispute of

Revision or Disallowance to the Monitor in accordance with paragraph 34 hereof; and

- (b) within ten (10) Business Days after the date of delivery of the applicable Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in consultation with the Applicant. and, if the disputed Claim includes a Director/Officer Claim, the applicable Director or Officer, a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material. Any appeal from a Notice of Revision or Disallowance shall proceed as a hearing *de novo*, and the parties may adduce evidence in respect of the Claim not previously included in connection with the applicable Proof of Claim or in connection with the corresponding Notice of Revision or Disallowance.
18. If a Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 16 hereof fails to deliver a Notice of Dispute of Revision or Disallowance and a Notice of Application in accordance with paragraph 17 hereof, then, subject only to further order of this Court, the Claim shall be deemed accepted at the amount, secured status, and priority set forth in the Notice of Revision or Disallowance, if any, and the Creditor will:
- (a) if the entire Claim is disallowed:
 - (i) not be entitled to attend any Creditors' meeting or vote on any Plan if one is filed on account of such Claim;
 - (ii) not be permitted to participate in any distribution or receive any other consideration under any Plan if one is filed on account of any such Claim;
 - (iii) not be entitled to receive any further notice in respect of the Claims Process; and
 - (iv) be forever barred and enjoined from asserting or enforcing any Claim against the Applicant or any Director/Officer Claim against any of the Directors or Officers, and all such Claims shall be forever barred and extinguished; and
 - (b) where the Claim has been revised:

- (i) possess a Proven Claim in the amount, secured status and priority of such revised Claim;
 - (ii) only be entitled to vote on any Plan if one is filed to the extent of the amount, secured status, or priority of such revised Claim;
 - (iii) only be entitled to receive any distribution or any other consideration under any Plan if one is filed in an amount proportionate to the revised amount and in accordance with any revised security status or priority of such Claim; and
 - (iv) be forever barred and enjoined from asserting or enforcing any Claim (A) greater than the revised amount, or (B) with a different security status or priority against the Applicant, or the Directors and/or Officers thereof (if applicable).
19. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, shall be final for all purposes including in respect of any Plan and voting thereon (unless otherwise provided for in any subsequent order of this Court), and for any distribution made or consideration provided to Creditors, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding, an arrangement proceeding or a bankruptcy affecting either or both of the Applicants.
20. Notwithstanding anything contained in this Claims Process Order, Unaffected Claims shall not be extinguished or otherwise affected by this Claims Process Order.

INTERCOMPANY CLAIMS

21. The existence, validity and amount of any Intercompany Claims will, if necessary, be determined by the Court at a subsequent date, and no Claims Process Forms shall be required to be submitted by the Applicant with respect to any Intercompany Claims.

SET-OFF

22. The Applicant may set off (whether by legal, equitable, or contractual set-off) against payments or other distributions to be made to any Creditor, any claims of any nature whatsoever that the Applicant may have against such Creditor; however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicant of any such claim against such Creditor.

NOTICE OF TRANSFEREES

23. If the holder of a Claim has transferred or assigned all or part of such Claim to another Person, neither the Applicant nor the Monitor shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged in writing by the Monitor. Subject to further order of this Court, any transferee or assignee of a Claim: (i) shall for the purposes of the Claims Process be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment; (ii) takes the Claim subject to any defences or rights which the Applicant may have in respect thereof, including any claim of set-off to which the Applicant, or in the case of Director/Officer Claim, the affected Director or Officer may be entitled. For greater certainty: (i) a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such person to the Applicant; and (ii) Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.
24. Reference to a transfer in this Claims Process Order includes a transfer or assignment whether absolute or intended as security.

THE MONITOR

25. The Monitor shall supervise the delivery and receipt of the Claims Process Forms and, in conjunction with the Applicant (and, as the Monitor may deem appropriate, any Director or Officer against whom a Director/Officer Claim is asserted or their counsel), shall review the Claims Process Forms submitted by Creditors. The Monitor shall provide the Applicants, or its counsel, as well as any Director or Officer against whom a Director/Officer Claim is made, or their counsel, with copies of all Claims Process Forms

submitted by Creditors and any other documents delivered to the Monitor pursuant to the Claims Process.

26. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the way Claims Process Forms delivered hereunder are completed and executed and the time by which they are submitted and may waive strict compliance with the requirements of this Claims Process Order.
27. Copies of all Claims Process Forms delivered by or to a Creditor shall be maintained by the Monitor and, upon written request, the Monitor shall provide such Creditor with copies of all Claims Process Forms.
28. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Second ARIO, shall assist with the implementation and administration of the Claims Process, including the determination of Claims of Creditors, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Process Order.
29. The Monitor: (i) in carrying out its obligations under this Claims Process Order, shall have all of the protections given to it by the CCAA and the Second ARIO, and as an officer of this Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the carrying out of its obligations under this Claims Process Order, save and except in the event of any gross negligence or wilful misconduct on the part of the Monitor; (iii) shall be entitled to rely on the books and records of the Applicant and where applicable its subsidiaries, and any information provided by the Applicant, all without independent investigations; and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, or information.
30. Notwithstanding anything to the contrary herein, the Monitor may at any time:
 - (a) refer a Claim for resolution to this Court for any purpose where in the Monitor's discretion, in consultation with the Applicant (and, as the Monitor may deem appropriate, any Director or Officer against whom a Director/Officer Claim is asserted or their counsel), such a referral is preferable or necessary for the resolution or the valuation of the Claim;

- (b) in writing, accept the amount of a Claim for voting purposes without prejudice to the right of the Applicant or any affected Director or Officer to later contest the validity or amount of such Claim;
- (c) settle and resolve any disputed Claims in writing, other than a Director/Officer Claim; and
- (d) extend the time period within which the Monitor, a Creditor, or any other party is required to take any steps related to adjudication of Claims pursuant to this Claims Process Order, including without limitation the time period set out in paragraph 16 for delivery by the Monitor of a Notice of Revision or Disallowance to a Creditor, the time period set out in paragraph 17 for delivery of a Notice of Application seeking to appeal a Revision or Disallowance and supporting affidavit material by a Creditor, and the time period for any response of the Monitor, the Applicant, or a Director or Officer, as the case may be, to a Notice of Application seeking to appeal a Revision or Disallowance and supporting affidavit material, provided that no extension of time by the Monitor with respect to the adjudication of Claims pursuant to this section or otherwise shall impact a Creditor's obligation to deliver a Proof of Claim Form or a Director/Officer Claim Form, as the case may be, to the Monitor pursuant to paragraphs 8, 10, 12, 13 or the application of the Claims Bar Date or the Restructuring Bar Date to any Creditor.

SERVICE AND NOTICES

31. Each of the:
- (a) Claims Process Instruction Letter attached as **Schedule "C"**;
 - (b) Claims Notice attached as **Schedule "D"**;
 - (c) Proof of Claim Form attached as **Schedule "E"**;
 - (d) Director/Officer Claim Form attached as **Schedule "F"**;
 - (e) Notice of Revision or Disallowance attached as **Schedule "G"**;
 - (f) Notice of Dispute of Revision or Disallowance attached as **Schedule "H"**; and
 - (g) Press Release attached as **Schedule "I"**;

are hereby approved in substantially the forms attached. Despite the foregoing, the Applicant or the Monitor may make amendments to such forms as they consider necessary or desirable, provided such amendments do not materially alter the substance of said forms.

32. Publication of the Press Release in the Northern Miner, on the website of the Applicant and on SEDAR, posting of the Claims Process Order on the Monitor's Website, the sending of the Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order shall constitute good and sufficient service and delivery of notice of a Creditor's Claim, this Claims Process Order, the Claims Process, the Claims Bar Date and the Restructuring Claims Bar Date on all Persons, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Process Order or the Claims Process.
33. The Applicant and the Monitor may, unless otherwise specified by this Claims Process Order, serve and deliver any letters, notices or other documents including the Claims Process Forms to Creditors or any other Person by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery or email to such Persons at their respective addresses or contact information as last shown on the records of the Applicant or set out in a Claims Process Form. Any such service and delivery shall be deemed to have been received by a Creditor: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by email by 4:00 p.m. on a Business Day, on such Business Day, and if delivered after 4:00 p.m. or other than on a Business Day, on the following Business Day.
34. Any Claims Process Forms required to be provided or delivered by a Creditor to the Monitor under this Claims Process Order, shall be in writing in substantially the form, if any, provided for in this Claims Process Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission, or email addressed to:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

35. Any Court materials required to be served on the Applicant under this Claims Process Order should be served on the Applicant's counsel as follows:

Bridgehouse Law LLP

900, 900 West Hastings Street
Vancouver, BC V6C 1E5
Attn: Benjamin La Borie
Email: blaborie@bridgehouselaw.ca

36. Any notice or communication sent by a Creditor shall be deemed to be received upon actual receipt thereof by the Monitor or the Applicant before 4:00 p.m. (Vancouver time) on a Business Day or, if delivered after 4:00 p.m. (Vancouver time) or other than on a Business Day, on the next Business Day.
37. If, during any period in which notice or other communications are being given or sent pursuant to this Claims Process Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further order, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Process Order.
38. In the event this Claims Process Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website and the Applicant or the Monitor may serve such further order on the Service List and such posting and service shall constitute adequate notice to Creditors of the amendments made.

MISCELLANEOUS

39. With the exception of Intercompany Claims, all Claims of Creditors shall be proven in accordance with the procedures outlined herein and in the Claims Process Instruction Letter. In the event of any discrepancy between this Claims Process Order and the Claims Process Instruction Letter, this Claims Process Order shall govern.
40. Notwithstanding any other provisions of this Claims Process Order, the delivery by the Applicant or Monitor of any Claims Process Forms contemplated by this Claims Process Order, and the filing by any Person of any Claims Process Forms shall not, for that reason alone, grant any Person standing in these proceedings or rights under any Plan if one is filed.
41. Notwithstanding the terms of this Claims Process Order, the Applicant and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Claims Process Order and the Claims Process or for such further order or orders as either of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the schedules to this Claims Process Order.
42. **THIS COURT REQUESTS** the aid and recognition of other Canadian and foreign courts, tribunal, regulatory or administrative bodies, including any court or administrative tribunal of any federal or state court or administrative body in the United States of America or Peru, to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Process Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Process Order.
43. Endorsement of this order by counsel appearing on this application, 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 H.C. Ritchie Clark, K.C.
Lawyer for the Applicant

BY THE COURT

REGISTRAR

SCHEDULE "A" TO CLAIMS PROCESS ORDER

Counsel Appearing

COUNSEL NAME	PARTY REPRESENTED

SCHEDULE “B” TO CLAIMS PROCESS ORDER

Definitions

1. “**BC BCA**” means the British Columbia *Business Corporations Act*, S.B.C. 2002, C. 57, as amended.
2. “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
3. “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
4. “**CCAA Charges**” means, collectively, the Administration Charge and the Interim Lender’s Charge and any other charge over the Applicants’ assets created by any other order of this Court in the CCAA Proceedings;
5. “**CCAA Proceedings**” means the proceedings commenced by the Applicants under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S-243645, Vancouver Registry;
6. “**Claim**” means any claim or liability, whenever and however arising, claimed by any Person against either or both of the Applicants or their Officers and Directors, including, without limitation (i) any Pre-Filing Claim, (ii) any Director/Officer Claim, (iii) any Employee Claim, (iv) any Restructuring Claim, or (v) any Intercompany Claim, and shall, for greater certainty, include any Claim arising through subrogation against either Applicant or any Director or Officer, but does not include an Unaffected Claim;
7. “**Claims Bar Date**” means 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by this Court;
8. “**Claims Notice**” means the notice sent to Known Claim Value Creditors of the Applicant substantially in the form attached as Schedule “D” to the Claims Process Order setting out the amount, secured status, and priority of a Creditor’s Claim against the Applicant, where the Applicant has sufficient information to make a reasonable assessment of such Claim according to the books and records of the Applicant;
9. “**Claims Process**” means the determination and adjudication of Claims to be undertaken and administered by the Monitor and the Applicant pursuant to the terms of this Claims Process Order;
10. “**Claims Process Forms**” means the Claims Process Instruction Letter, Claims Notice, Proof of Claim Form, Director/Officer Claim Form, Notice of Revision or Disallowance, and Notice of Dispute of Revision or Disallowance;
11. “**Claims Process Instruction Letter**” means the letter substantially in the form attached as Schedule “C” to the Claims Process Order explaining the Claims Process, including how to prove a Claim and how to dispute the amount, secured status or priority of any Claim set out in a Claims Notice;

12. **"Claims Process Order"** means the order of this Court made in the CCAA Proceedings on September 26, 2024 establishing the Claims Process to which this Schedule "B" is appended;
13. **"Court"** means the Supreme Court of British Columbia presiding over these CCAA Proceedings;
14. **"Creditor"** means any Person including an Employee having a Claim and includes, without limitation, the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with paragraph 23 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;
15. **"Director"** means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of the Applicant;
16. **"Director/Officer Claim"** means any Claim of any Person against one or more of the Directors or Officers, howsoever arising, for which any of the Directors or Officers are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity;
17. **"Director/Officer Claim Form"** means the form on which a Creditor may set out its Director/Officer Claim, substantially in form attached as Schedule "F" to the Claims Process Order;
18. **"Employee"** means any Person who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a current or former employee of the Applicant whether on a full-time, part-time, or temporary basis, including any individuals on disability leave, parental leave, or other absence;
19. **"Employee Claim"** means any Claim of an Employee including, where applicable, for termination and severance pay;
20. **"Equity Claim"** has the meaning set forth in section 2(1) of the CCAA;
21. **"Filing Date"** means June 3, 2024;
22. **"includes"** means includes, without limitation, and **"including"** means including, without limitation;
23. **"Initial Order"** means the order of this Court granted on June 3, 2024, in the CCAA Proceedings;
24. **"Intercompany Claim"** means any right or claim of either of the Applicants against the other;
25. **"Lien"** means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;
26. **"Monitor"** means FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of the Applicant;

27. **“Monitor’s Website”** means the Monitor’s website located at <http://cfcanada.fticonsulting.com/incaone/>;
28. **“Notice of Disclaimer or Resiliation”** means a written notice in any form issued on or after the Filing Date in accordance with the provisions of section 32 of the CCAA advising a Person of the disclaimer, resiliation, or termination of any contract, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such disclaimer, resiliation, or termination took place or takes place before or after the date of this Claims Process Order;
29. **“Notice of Dispute of Revision or Disallowance”** means the notice substantially in the form attached as Schedule “H” to the Claims Process Order that may be delivered by a Creditor who has received a Notice of Revision or Disallowance to dispute such Notice of Revision or Disallowance;
30. **“Notice of Revision or Disallowance”** means the notice substantially in the form attached as Schedule “G” to the Claims Process Order that may be delivered by the Monitor to a Creditor advising that the Creditor’s Claim has revised or disallowed in whole or in part as set out in its Proof of Claim;
31. **“Officer”** means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of the Applicant;
32. **“Person”** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, government, governmental or regulatory authority, syndicate, or other entity, whether or not having legal status;
33. **“Plan”** means any plan of arrangement or compromise or distribution under the CCAA or any plan of arrangement under the BC BCA or other corporate statute;
34. **“Post-Filing Claim”** mean any indebtedness, liability, or obligation of the Applicant that comes into existence in its entirety after the Filing Date, provided that Post-Filing Claims shall not include (i) any Restructuring Claims, (ii) any Pre-Filing Claim, and (iii) the accrual of interest on any unsecured indebtedness, liability, or obligation of the Applicant;
35. **“Pre-Filing Claim”** means any right or claim of any Person that may be asserted or made in whole or in part against the Applicant whether or not asserted or made, in connection with any indebtedness, liability, agreement, or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on an event, fact, act or omission which occurred, in whole or in part prior to the Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), any equity interest or for any reason whatsoever against the Applicant or its property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and

whether or not any right or claim is executory or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date, and for greater certainty, includes a Secured Claim, a Tax Claim, any Equity Claim or any claim brought by any proposed or confirmed representative plaintiff on behalf of a class in a class action;

36. **"Press Release"** means the notice to the public advising of the granting of this Claims Process Order and the initiation of the Claims Process, including the Claims Bar Date, to be published in accordance with paragraph 5 of this Claims Process Order;
37. **"Proof of Claim Form"** means the form to be completed and filed by a Creditor who wishes to assert a Claim or Director/Officer Claim but did not receive a Claims Notice, substantially in the form attached as Schedule "G" to the Claims Process Order;
38. **"Proven Claim"** means the amount, status and validity of the Claim of a Creditor finally determined in accordance with the Claims Process which shall be final for all purposes, including for voting and distribution purposes, whether under any Plan or otherwise. A Claim becomes a Proven Claim only in accordance with the process set forth in this Claims Process Order;
39. **"Restructuring Claim"** means any right or claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Applicant to such Person arising out of the disclaimer, rescission, or termination on or after the Filing Date of any contract, lease or other agreement or arrangement, whether written or oral, and whether such disclaimer, rescission, or termination took place or takes place before or after the date of this Claims Process Order, and includes for greater certainty any Secured Claim; provided, however, that "Restructuring Claim" shall not include an Unaffected Claim;
40. **"Restructuring Claims Bar Date"** means the later of: (i) the Claims Bar Date; and (ii) 4:00 p.m. on the day that is seven calendar days after the date of the applicable Notice of Disclaimer or Rescission, or such other date as may be ordered by the Court;
41. **"Second ARIO"** means the order granted in the CCAA Proceedings on July 25, 2024, amending and restating the Initial Order, as such order may be amended and extended from time to time;
42. **"Secured Claim"** means a Claim of a Creditor who is a "secured creditor" within the meaning of the CCAA;
43. **"Service List"** means the service list kept by the Monitor and the Applicant in the CCAA Proceeding and posted on the Monitor's Website;
44. **"Tax Claim"** means any Claim against the Applicant for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include,

without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident tax related thereto;

45. **“Taxing Authority”** means any government entity that is authorized by law to impose or collect any tax on or from the Applicant;
46. **“Unaffected Claim”** means, collectively, and subject to further order of this court:
 - (a) any Claim secured by any of the CCAA Charges;
 - (b) any Claim that cannot be compromised due to the provisions of Sections 5.1(2) and 19(2) of the CCAA;
 - (c) any Claim in respect of any payments referred to in Sections 6(3), 6(5) and 6(6) of the CCAA; and
 - (d) any Post-Filing Claims.

SCHEDULE "C" TO CLAIMS PROCESS ORDER

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

CLAIMS PROCESS INSTRUCTION LETTER

This Instruction Letter must be read together with the Claims Process Order of the Supreme Court of British Columbia granted on August 26, 2024 (the "**Claims Process Order**"). The Claims Process Order establishes a Claims Process by which Claims against Inca One Gold Corp. (the "**Petitioner**") and its Directors and Officers may be proved.

A copy of the Claims Process Order is enclosed in the Claims Package you received and is also available at <http://cfcanada.fticonsulting.com/incaone>. All capitalized terms not otherwise defined in this document have the same meanings as are found in Schedule "B" of the Claims Process Order.

As part of the Claims Process, you have been identified as potentially having a Claim against the Petitioner. This Instruction Letter provides important details regarding the documents sent to you in the Claims Package and how to respond to them.

Please note that certain steps you may wish to take with respect to your Claim must be done prior to the Claims Bar Date, which is 4:00 p.m. (Vancouver time) on September 16, 2024. Failure to take certain actions prior to the Claims Bar Date may impact any Claim you may have and can result in a Claim becoming forever barred or extinguished.

1. IF YOU HAVE RECEIVED A CLAIMS NOTICE

Where the Petitioner has sufficient information to make a reasonable assessment of a Creditor's claim, the applicable entity has set out the amount and status of that Claim based on the Petitioner's books and records in the Claims Notice included in the Claims Package.

If you have received a Claims Notice you have two options:

(a) If you do not wish to dispute your Claim as set out in the Claims Notice

If you agree with the assessment of your Claim as set out in the Claims Notice and do not wish to assert a claim against the Petitioner or the Petitioner's Directors and Officers, you need not take any further action. Your Claim will be considered a Proven Claim for the purpose of the Claims Process.

(b) If you wish to dispute your Claim as set out in the Claims Notice:

If you disagree with the assessment of your Claim as set out in the Claims Notice, you must complete and return to the Monitor a Proof of Claim Form setting forth the amount and status of your alleged Claim. A blank Proof of Claim Form is enclosed.

The Proof of Claim Form must attach all appropriate documentation evidencing the Claim.

The completed Proof of Claim Form must be received by the Monitor by 4:00 p.m. (Vancouver time) on the Claims Bar Date or the Restructuring Claims Bar Date.

The Claims Bar Date is 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by the Court.

The Restructuring Claims Bar Date is the later of: (a) the Claims Bar Date; and (b) 4:00 p.m. on the day that is seven calendar days after the date that an applicable Notice of Disclaimer or Resiliation is sent to a Creditor, or such other date as may be ordered by the Court.

If no Proof of Claim Form is received by the Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, subject to further Order of the Court, in accordance with the Claims Process Order you will be deemed to have accepted the Claim set forth in the Claims Notice and any such further Claims against the Petitioner, or the Petitioner's Directors or Officers will be **FOREVER BARRED AND EXTINGUISHED**, and you will be prohibited from making or enforcing any such further Claim against the Petitioner or the Petitioner's Directors and Officers.

Where a Proof of Claim Form is received by the Monitor, the Monitor, in consultation with the Petitioner, will review the Proof of Claim Form and, as soon as reasonably practicable, determine whether the Claim you have set out in the Proof of Claim Notice Form is accepted, disputed in whole, or disputed in part.

Where the Claim set out in a Proof of Claim Form is disputed in whole or in part, the Monitor will, within 5 Business Days after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, issue a Notice of Revision or Disallowance to you advising your Claim as set out in its Proof of Claim Form has been revised or disallowed and the reasons for that decision.

If you object to this Notice of Revision or Disallowance, you must submit to the Monitor a Notice of Dispute of Revision or Disallowance by prepaid registered mail, email, personal delivery, courier, or facsimile to the Monitor within five (5) Business Days of the date of delivery of the Notice of Revision or Disallowance. A blank Notice of Dispute of Revision or Disallowance is enclosed.

You must also within ten (10) Business Days after the date of delivery of the Notice of Revision or Disallowance, file and serve on the applicable Petitioner and the Monitor a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material. The appeal from the Notice of Revision or Disallowance shall proceed as a hearing *de novo*, and the parties may adduce evidence in respect of the Claim not previously included in connection with the applicable Proof of Claim Form or in connection with the corresponding Notice of Revision or Disallowance.

2. IF YOU DID NOT RECEIVE A CLAIMS NOTICE AND WISH TO SUBMIT A CLAIM

If the Petitioner does not have sufficient information to make a reasonable assessment of any Claim you may receive a Claims Package and will have to submit a Proof of Claim Form to assert your Claim. A blank Proof of Claim Form is enclosed.

If you did not receive a Claims Package but wish to assert a claim against the Petitioner or a Director or Officer of the Petitioner, you will also have to submit a Proof of Claim Form to assert your Claims.

The Proof of Claim Form must attach all appropriate documentation evidencing your Claim.

The completed Proof of Claim Form must be received by the Monitor by 4:00 p.m. (Vancouver time) on the Claims Bar Date.

The Claims Bar Date is 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by the court.

Where a Proof of Claim Form is received by the Monitor, the Monitor, in consultation with the Petitioner, will review the Proof of Claim Form and, as soon as reasonably practicable, determine whether the Claim set out in the Proof of Claim Form is accepted, disputed in whole, or disputed in part.

Where the Claim set out in the Proof of Claim is disputed in whole or in part, the Monitor will, within five Business Days after the Claims Bar Date issue a Notice of Revision or Disallowance to you advising that your Claim as set out in its Proof of Claim Form has been revised or disallowed and the reasons therefor.

If you object to a Notice of Revision or Disallowance, you must submit to the Monitor a Notice of Dispute of Revision or Disallowance by prepaid registered mail, email, personal delivery, courier, or facsimile to the Monitor within five (5) Business Days of the date of delivery of the Notice of Revision or Disallowance. A blank Notice of Dispute of Revision or Disallowance is enclosed.

You must also, within ten (10) Business Days after the date of delivery of the Notice of Revision or Disallowance, file and serve on the Petitioner, as applicable, and the Monitor a Notice of Application seeking to appeal the Notice or Revision or Disallowance, along with all supporting affidavit material. The appeal from the Notice of Revision or Disallowance shall proceed as a hearing *de novo*, and the parties may adduce evidence in respect of the Claim not previously included in connection with the applicant Proof of Claim Form or in connection with the corresponding Notice of Revision or Disallowance.

3. IF YOU WISH TO ASSERT A DIRECTOR/OFFICER CLAIM

If you wish to assert a Claim against a Director or Officer of the Petitioner, you must complete and return to the Monitor a completed Director/Officer Claim Form setting forth the amount and status of your alleged Director/Officer Claim. A blank Director/Officer Claim Form is enclosed.

The Director/Officer Claim Form must attach all appropriate documentation evidencing the Director/Officer Claim.

The completed Director/Officer Claim Form must be received by the Monitor by 4:00 p.m. (Vancouver time) on the Claims Bar Date.

The Claims Bar Date is 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by the court.

Where a Director/Officer Claim Form is received by the Monitor, the Monitor, in consultation with the Petitioner, and, if appropriate, the relevant Director(s) or Officer(s) of the Petitioner will review the Director/Officer Claim Form and, as soon as reasonably practicable, determine whether the Director/Officer Claim set out in the Director/Officer Claim Form is accepted, disputed in whole, or disputed in part.

Where the Director/Officer Claim is disputed in whole or in part, the Monitor will, within five (5) Business Days after the Claims Bar Date issue a Notice of Revision or Disallowance to you

advising that the Director/Officer Claim as set out in your Director/Officer Claim Form has been revised or disallowed and the reasons therefor.

If you object to a Notice of Revision or Disallowance, you must submit to the Monitor a Notice of Dispute of Revision or Disallowance by prepaid registered mail, email, personal delivery, courier, or facsimile to the Monitor within five (5) Business Days of the date of delivery of the Notice of Revision or Disallowance. A blank Notice of Dispute of Revision or Disallowance is enclosed.

You must also, within ten (10) Business Days after the date of delivery of the Notice of Revision or Disallowance, file and serve on the Petitioner, and the Director or Officer subject to the Director/Officer Claim a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material. The appeal from the Notice of Revision or Disallowance shall proceed as a hearing *de novo*, and the parties may adduce evidence in respect of the Director/Officer Claim not previously included in connection with the applicable Director/Officer Claim Form or in connection with the corresponding Notice of Revision or Disallowance.

4. THE MONITOR

All documentation referred to in this Instruction Letter that must be delivered to the Monitor, including a Proof of Claim Form, a Director/Officer Claim Form or a Notice of Dispute of Revision or Disallowance, and all enquiries or questions regarding the Claims Process, should be addressed to the court-appointed Monitor at:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

Additional information and forms related to the Claims Process can be found on the Monitor's Website or obtained by contacting the Monitor at the address indicated above and providing your contact information including name, address, and e-mail address.

All forms submitted in connection with the Claims Process, including a Proof of Claim Form, a Director/Officer Claim Form and a Notice of Dispute of Revision or Disallowance, must be submitted in a currency other than Canadian Dollars will be converted to Canadian Dollars at the applicable Bank of Canada exchange rate published on the Filing Date.

If you are submitting a Proof of Claim Form, Director/Officer Claim Form, or Notice of Dispute of Revision or Disallowance Form electronically, please submit such form, and any accompanying documentation, at the applicable time in one PDF file.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU FAIL TO FILE A PROOF OF CLAIM FORM OR A DIRECTOR/OFFICER CLAIM FORM, AS APPLICABLE, BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, EITHER (AS APPLICABLE):

A. YOU WILL BE DEEMED TO HAVE ACCEPTED THE CLAIM AMOUNT(S) SET FORTH IN THE NOTICE OF CLAIM YOU RECEIVED AND YOUR CLAIM FOR SUCH AMOUNT(S) WILL BE A PROVEN CLAIM AND ANY FURTHER CLAIMS AGAINST THE PETITIONER WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS AND OFFICERS; OR

B. YOUR CLAIMS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE PETITIONER OR ITS DIRECTORS AND OFFICERS. YOU WILL BE DEEMED TO HAVE ACCEPTED ANY CLAIM SET FORTH IN THE NOTICE OF CLAIM AND SUCH CLAIM WILL BE A PROVEN CLAIM AND ANY FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS OR OFFICERS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY SUCH FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS AND OFFICERS.

DATED THE _____ DAY OF August, 2024 AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA

FTI CONSULTING CANADA INC.,
in its capacity as the court-appointed
Monitor of Inca One Gold Corp.

PER: _____
Tom Powell, Senior Managing Director

SCHEDULE "D" TO CLAIMS PROCESS ORDER

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

CLAIMS NOTICE

This Claims Notice must be read together with the Claims Process Order (the "**Claims Process Order**") of the Supreme Court of British Columbia granted on August 26, 2024 and the Claims Process Instruction Letter. Copies of the Claims Process Order and the Claims Process Instruction Letter are enclosed in the Claims Package you have received and are also available at <http://cfcanada.fticonsulting.com/incaone>. All capitalized terms not otherwise defined herein have the same meanings as are given to them in Schedule "B" to the Claims Process Order.

Inca One Gold Corp (the "**Petitioner**"), has identified you as a Person with a Claim against it with respect to which the Petitioner has sufficient information to make a reasonable assessment of your Claim. This Claims Notice sets out the amount and status of your Claim according to the Petitioner's books and records.

The Petitioner or the Monitor has reviewed the Petitioner's records and accepts that you have the following claim(s):

CLAIM REFERENCE NUMBER: _____			
CLAIM AGAINST: Inca One Gold Corp.			
CLAIM TYPE	AMOUNT CLAIMED (\$CDN)	SECURED PORTION OF CLAIM (\$CDN)	UNSECURED PORTION OF CLAIM (\$CDN)
Pre-Filing Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post-Filing Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restructuring Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Claim* **	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*if you are a current or former employee of the Petitioner, your claim, including for termination and severance pay, where applicable, has been calculated in accordance with applicable employment standards legislation.

****if you believe you are entitled to additional severance pay pursuant to an employment agreement between you and the Petitioner or otherwise, you must complete a Proof of Claim Form and provide the required information with respect to any additional severance you claim.**

If you agree with the above assessment of your Claim(s) you do not need to take further action.

If you wish to dispute the assessment of your Claims(s) you **MUST** complete a Proof of Claim Form Enclosed with the Claims Package sent to you.

Additionally, if you wish to assert a Director/Officer Claim, you **MUST** also complete a Director/Officer Claim Form enclosed with the Claims Package sent to you.

Your completed Proof of Claim Form and/or Director/Officer Claim Form, if any, must be delivered to the Court-Appointed Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, at:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

The Claims Bar Date is 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by the Court.

The Restructuring Claims Bar Date is the later of: (a) the Claims Bar Date; and (b) 4:00 p.m. on the day that is seven calendar days after the date that an applicable Notice of Disclaimer or Resiliation is sent to a Creditor, or such other date as may be ordered by the Court.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU FAIL TO COMPLETE AND SUBMIT A PROOF OF CLAIM FORM AND/OR A DIRECTOR/OFFICER CLAIM FORM IN ACCORDANCE WITH THE CLAIMS PROCESS ORDER BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE CLAIM AMOUNT(S) SET FORTH IN THIS CLAIMS NOTICE AND SUCH CLAIM WILL BE A PROVEN CLAIM AND ANY FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS OR OFFICERS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS AND OFFICERS

Dated the _____ day of August, 2024 At the City of Vancouver, in the Province of British Columbia

FTI CONSULTING CANADA INC.,
in its capacity as the court-appointed
Monitor of Inca One Gold Corp.

PER: _____
Tom Powell, Senior Managing Director

SCHEDULE “E” TO CLAIMS PROCESS ORDER

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

PROOF OF CLAIM FORM

This Proof of Claim Form must be read together with the Claims Process Order (the “**Claims Process Order**”) of the Supreme Court of British Columbia granted on August 26, 2024. A copy of the Claims Process Order is available at <http://cfcanada.fticonsulting.com/incaone>. All capitalized terms not otherwise defined herein have the same meanings as are given to them in Schedule “B” of the Claims Process Order.

You only need to complete this Proof of Claim Form if:

- (a) you have received a Claims Notice as part of your Claims Package and wish to dispute any Claim against Inca One Gold Corp. (the “**Petitioner**”) set forth in the Claims Notice sent to you; or
- (b) you have not received a Claims Notice as part of your Claims Package and wish to assert a Claim against the Petitioner; or
- (c) you have not received a Claims Package and wish to assert a Claim against the Petitioner.

In the case of (a), (b) and (c) above, you **MUST** complete this Proof of Claim Form.

Additionally, if you wish to assert a Director/Officer Claim against the Director(s) or Officer(s) of the Petitioner, you **MUST** also complete a Director/Officer Claim Form.

1. Claim Particulars

A) Please complete the following [*The name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been transferred*]

Full Legal Name of Creditor:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

B) Has all or part of the Claim been transferred by the Creditor to another party?

Yes:

No:

C) Particulars of Transferee(s) (If any)

Please complete the following if all or a portion of the Claim has been transferred. Insert full legal name of the transferee(s) of the Claim. If there is more than one transferee, please attach a separate sheet with the required information and any documents evidencing assignment.

Full Legal Name of Transferee:	
Full Mailing Address of Transferee:	
Telephone Number of Transferee:	
Facsimile Number of Transferee:	
E-mail address of Transferee:	
Attention (Contact Person):	

D) Dispute of Claim *[To be completed if you received a Claims Notice as part of your Claims Package and wish to dispute the Claim as set out in the Claims Notice]*

The Claimant hereby disagrees with the value of its Claim as set out in the Claims Notice dated _____ and asserts a Claim as follows:

CLAIM TYPE	CLAIM AMOUNT PER CLAIMS NOTICE (\$CDN)	AMOUNT CLAIMED (\$CDN)	SECURED PORTION OF CLAIM (\$CDN)	UNSECURED PORTION OF CLAIM (\$CDN)
Pre-Filing Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post-Filing Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restructuring Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Insert particulars of your Claim as per the Claims Notice, and the value of your Claim(s) as asserted by you]

E) Proof of Claim [To be completed if you DID NOT receive a Claims Notice]

Please complete the following

I, _____ (name), of _____
[City and Province, State or Territory] (the "Claimant") do hereby certify that:

I am a Creditor; or

I am the _____ [state position or title] of _____
_____ [name of corporate Creditor], which is a Creditor;

I have knowledge of all the circumstances connected with the Claim referred to below;

I (or the corporate Creditor, as applicable) have a Claim against the Petitioner. as follows:

CLAIM (as at August 19, 2022):

\$ _____ [insert amount of Claim]

RESTRUCTURING CLAIM:

\$ _____ [insert amount of Claim resulting from the disclaimer, rescission, or termination, after the Filing Date, of any contract including any lease or other agreement or arrangement of any nature whatsoever, whether written or oral];

TOTAL CLAIM(S) \$ _____

F) Nature of Claim [To be completed if you DID NOT receive a Claims Notice]

[Check and complete appropriate category]

A. UNSECURED CLAIM OF \$ _____, against the Petitioner. That in respect of this debt, no assets of the Petitioner are pledged or held as security.

B. SECURED CLAIM OF \$ _____, against the Petitioner That in respect of this debt, assets of the Petitioner consisting of: _____ and being valued at _____ are pledged to or held by me as security, particulars of which are as follows:

[Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.]

G) Supporting Documentation

Please attach details concerning the particulars of the Creditor's Claims or Restructuring Claims, as well as any security held by the Creditor.

If you received a Claims Notice as part of your Claims Package, please describe the reasons and basis for your dispute of the amount or characterization of your Claim as set out in your Claims Notice.

The particulars provided must support the value of the Claim as stated by you in item D or E, above.

[Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Petitioner to the Creditor or asserted by the Creditor and estimated value of such security.]

6. Certification	
I hereby certify that:	
<ol style="list-style-type: none">1. I am the Claimant or an authorized representative of the Claimant.2. I have knowledge of all the circumstances connected with this Claim.3. The Claimant asserts this Proof of Claim Form as set out above.4. All available documentation in support of this Proof of Claim Form is attached.	
All information submitted in this Proof of Claim Form must be true, accurate and complete. Filing a false Proof of Claim Form may result in your Claim being disallowed in whole or in part and may result in further penalties.	
Signature: _____ Name: _____ Title: _____	Witness ¹ : _____ (signature) _____ (print)
Dated at _____ this _____ day of _____, 2024.	

¹ Witnesses are required if an individual is submitting this Proof of Claim Form by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission, or email.

Your complete Proof of Claim Form must be delivered to the Petitioner's court-appointed Monitor by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, at:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

The Claims Bar Date is 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by the Court.

The Restructuring Claims Bar Date is the later of: (a) the Claims Bar Date; and (b) 4:00 p.m. on the day that is fifteen calendar days after the date that an applicable Notice of Disclaimer or Resiliation is sent to a Creditor, or such other date as may be ordered by the Court.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU FAIL TO COMPLETE AND SUBMIT A PROOF OF CLAIM FORM BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, EITHER (AS APPLICABLE):

A. YOU WILL BE DEEMED TO HAVE ACCEPTED THE CLAIM AMOUNT(S) SET FORTH IN THE NOTICE OF CLAIM YOU RECEIVED AND YOUR CLAIM FOR SUCH AMOUNT(S) WILL BE A PROVEN CLAIM AND ANY FURTHER CLAIMS AGAINST THE PETITIONER, WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS AND OFFICERS;

OR

B. YOUR CLAIMS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE PETITIONER OR ITS DIRECTORS AND OFFICERS.

SCHEDULE "F" TO CLAIMS PROCESS ORDER

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

DIRECTOR/OFFICER CLAIM FORM

This Director/Officer Claim Form must be read together with the Claims Process order (the "Claims Process Order") of the Supreme Court of British Columbia granted on August 26, 2024 and the Claims Process Instruction Letter. Copies of the Claims Process Order and the Claims Process Instruction Letter are enclosed in the Claims Package you have received and are also available at <http://cfcanada.fticonsulting.com/incaone>. All capitalized terms not otherwise defined herein have the same meanings as are given to them in Schedule B" of the Claims Process Order.

This form is to be used only by Creditors asserting a Director/Officer Claim against any Director(s) or Officer(s) of Inca One Gold Corp. (the "Petitioner") If you wish to assert a Claim against the Petitioner you have to submit a Proof of Claim Form, or, if you have received a Claims Notice, you have to complete a Proof of Claim Form in the Claims Package sent to you if you wish to dispute your Claim.

1. Name(s) and Position(s) and company of Officer(s) and/or Director(s) the Claim is being made against:

2A. Original Claimant (the "Claimant")

Legal Name of Claimant:	_____	Name of Contact	_____
Address	_____	Title	_____
	_____	Phone #	_____
	_____	Fax #	_____
City	_____	Prov /State	_____
	_____	Email	_____

Postal/Zip
Code _____

2B. Has all or part of the Director/Officer Claim been transferred by the Creditor to another party?

Yes:

No:

2C. Particulars of Transferee(s) (If any)

Please complete the following if all or a portion of the Director/Officer Claim has been transferred. Insert full legal name of the transferee(s) of the Director/Officer Claim. If there is more than one transferee, please attach a separate sheet with the required information and any documents evidencing assignment.

Full Legal Name of Transferee:	
Full Mailing Address of Transferee:	
Telephone Number of Transferee:	
Facsimile Number of Transferee:	
E-mail address of Transferee:	
Attention (Contact Person):	

3. Amount and Type of Director/Officer Claim

The Director(s) and/or Officer(s) listed below was/were and still is/are indebted to the Claimant as follows:

NAME(S) OF DIRECTOR(S) AND/OR OFFICER(S)	CLAIM AMOUNT

--	--

4. Documentation

Provide all particulars of the Director/Officer Claim and all available supporting documentation, including amount and description of transaction(s) or agreement(s), and the legal basis for the Director/Officer Claim against the specific Directors or Officers at issue.

5. Certification

I hereby certify that:

1. I am the Claimant or an authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Director/Officer Claim as set out above.
4. All available documentation in support of this Director/Officer Claim is attached.

All information submitted in this Director/Officer Claim Form must be true, accurate and complete. Filing a false Director/Officer Claim Form may result in your Director/Officer Claim being disallowed in whole or in part and may result in further penalties.

<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Witness¹:</p> <p>_____</p> <p>(signature)</p> <p>_____</p> <p>(print)</p>
<p>Dated at _____ this _____ day of _____, 2024.</p>	

Your completed Director/Officer Claims Form must be delivered to the Petitioner's Court-Appointed Monitor by the Claims Bar Date at:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

¹ Witnesses are required if an individual is submitting this Director/Officer Claim form by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission, or email.

Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

The Claims Bar Date is 4:00 p.m. (Vancouver time) on September 16, 2024 or such other date as may be ordered by the Court.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU FAIL TO COMPLETE AND SUBMIT A DIRECTOR/OFFICER CLAIMS FORM IN ACCORDANCE WITH THE CLAIMS PROCESS ORDER BY THE CLAIMS BAR DATE ANY DIRECTOR/OFFICER CLAIMS THAT YOU MAY HAVE AGAINST THE PETITIONER OR ITS DIRECTORS OR OFFICERS WILL BE FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY FURTHER CLAIMS AGAINST THE PETITIONER OR ITS DIRECTORS OR OFFICERS.

SCHEDULE "G" TO CLAIMS PROCESS ORDER

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

NOTICE OF REVISION OR DISSALLOWANCE

This Notice of Revision or Disallowance must be read together with the Claims Process Order (the "**Claims Process Order**") of the Supreme Court of British Columbia granted on August 26, 2024. A copy of the Claims Process Order is available at <http://cfcanada.fticonsulting.com/incaone>. All capitalized terms not otherwise defined herein have the same meanings as are given to them in Schedule "B" to the Claims Process Order.

Full Legal Name of Creditor: _____

Claim Reference Number: _____

Pursuant to the Claims Process Order, the Monitor hereby gives you notice that your Proof of Claim Form and/or Director/Officer Claim Form has been reviewed by the Monitor, in consultation with Inca One Gold Corp. (the "**Petitioner**") and/or its Directors and Officers, as applicable, and that your Claim has been revised or disallowed your Claim as follows:

	As Submitted (\$CAD)	Revised Claim as Accepted (\$CAD)	Secured (\$CAD)	Unsecured (\$CAD)
Proof of Claim Form	[]	[]	[]	[]
Director/Officer Claim Form	[]	[]	[]	[]

Reason for the Revision or Disallowance:

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

To dispute a Notice of Revision or Disallowance you MUST:

- (a) Deliver a Notice of Dispute of Revision or Disallowance, a blank copy of which is enclosed in your Claims Package, by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein so that such Notice of Dispute of Revision or Disallowance is received by the Monitor within five (5) Business Days (before 4:00 p.m.) after the date of delivery of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the Petitioner; and
- (b) File with the Court and serve on the Petitioner, and the Monitor (and if the disputed Claim includes a Director/Officer Claim, the applicable Director or Officer), a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material, within ten (10) Business Days after the delivery of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in consultation with the Petitioner., or the Court may order.

Address for service of Notice of Dispute of Revision or Disallowance:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

IF YOU DO NOT DELIVER A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE BY THE TIME SPECIFIED, OR DO NOT FILE AND SERVE A NOTICE OF APPLICATION SEEKING TO APPEAL THE NOTICE OF REVISION OR DISALLOWANCE BY THE DATE SPECIFIED, THE NATURE AND AMOUNT OF YOUR CLAIM, IF ANY, SHALL BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

Dated the _____ day of August, 2024 At the City of Vancouver, in the Province of British Columbia

FTI CONSULTING CANADA INC.

In its capacity as the Court-appointed Monitor of
Inca One Gold Corp.

Per: _____

Name: Tom Powell

Title: Senior Managing Director

SCHEDULE "H" TO CLAIMS PROCESS ORDER

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

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

This Notice of Dispute of Revision or Disallowance must be read together with the Claims Process Order (the "**Claims Process Order**") of the Supreme Court of British Columbia granted on August 26, 2024. A copy of the Claims Process Order is available at <http://cfcanada.fticonsulting.com/incaone>. All capitalized terms not otherwise defined herein have the same meanings as are given to them in Schedule "B" of the Claims Process Order.

Pursuant to the Claims Process Order, notice is hereby given to you that the undersigned Creditor intends to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by the Monitor in respect of the below-referenced Claim.

Full Legal Name of Original Creditor: _____

	Claim as Accepted in the Notice of Revision and Disallowance (\$CAD)	Amount Claimed (\$CAD)	Secured (\$CAD)	Unsecured (\$CAD)
Proof of Claim Form				
Director/Officer Claim Form				

Reasons for Dispute: *[attach additional sheet and copies of all supporting documentation if necessary]:*

Signature of Creditor or Representative of Corporate Creditor: _____

Date: _____

[Please print name]: _____

Telephone Number: (____) _____

Facsimile Number: (____) _____

Email Address: _____

Full Mailing Address:

Your complete Notice of Dispute of Revision or Disallowance must be delivered to Inca One Gold Corp's court-appointed Monitor in PDF format within five (5) Business Days (before 4:00 p.m.) after the date of delivery of the Notice of Revision or Disallowance (or such date as agreed to by the Monitor) at the following address:

FTI Consulting Canada Inc.
In its capacity as Monitor of
Inca One Gold Corp.

701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6
Attn: Tessa Chiricosta
Telephone: 1-877-294-8998
Fax: 403-232-6116
Email: incaone@fticonsulting.com

In addition to delivering this Notice of Dispute of Revision or Disallowance to the Monitor you **MUST, within ten (10) Business Days after the date of delivery of the Notice of Revision or Disallowance (or such other date as may be agreed to by the Monitor or ordered by the Court)** file and serve on Inca One Gold Corp. and the Monitor (and if the disputed Claim includes a Director/Officer Claim, the applicable Director or Officer) a Notice of Application seeking to appeal the Notice of Revision or Disallowance, along with all supporting affidavit material.

IF YOU DO NOT DELIVER A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE BY THE TIME SPECIFIED, OR DO NOT FILE AND SERVE A NOTICE OF APPLICATION SEEKING TO APPEAL THE NOTICE OF REVISION OR DISALLOWANCE BY THE DATE SPECIFIED, THE NATURE AND AMOUNT OF YOUR CLAIM, IF ANY, SHALL BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

SCHEDULE "I" TO CLAIMS PROCESS ORDER

Press Release