



Affidavit of Hein Frey #11  
affirmed: August 12, 2025

No: S238572  
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 PLAN OF COMPROMISE AND ARRANGEMENT OF  
MYRA FALLS MINE LTD.

**AFFIDAVIT**

I, **HEIN FREY**, of the City of Paarl, Western Cape, South Africa, AFFIRM THAT:

1. I am the former General Manager and a consultant at Myra Falls Mine Ltd. (referred to in this affidavit as the "**Company**" or "**MFM**"). In my role as a consultant, I support the Company in its operations and restructuring efforts. I have been involved in various financial and operational capacities with the Company since May of 2023. As a result, I have personal knowledge of the matters to which I hereinafter depose save and except where I refer to matters based on information and belief, in which case I verily believe that information to be true.

**Relief Being Sought**

2. This affidavit is being filed in support of an application by the Company pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"), seeking an order (the "**PIC Approval Order**") among other things, authorizing the Applicant to enter into a second Continuous Premium Instalment Contract (the "**PIC**") with CAFO Inc. ("**CAFO**") pursuant to which CAFO shall provide financing to the Petitioner for the purchase of one or more policies of insurance (the "**Financed Policies**"), and granting CAFO a first-ranking priority Court-Ordered charge to the unearned premium of such Financed Policies.

**Background on Financed Policies**

3. On August 2, 2024, this Court granted an order (the “**Stay Extension and Additional Relief Order**”), which among other things authorized the Company to enter into a financing agreement with CAFO with respect to the financing by CAFO of the premium payable by the Company in relation to certain insurance policies, and granting CAFO a first-ranking priority Court-ordered charge to the unearned premium of such insurance policies. A copy of the Stay Extension and Additional Relief Order is attached hereto and marked as **Exhibit “A”**.

4. MFM’s insurance policies were set to renew on July 1, 2025. Historically, the Company has financed the annual premiums due under various of its insurance policies.

**PIC Approval Order**

5. MFM is seeking approval of the PIC between the Company and CAFO, pursuant to which CAFO will provide financing to the Company for the purchase of the Financed Policies. Such arrangement is consistent with MFM’s historical approach and the relief sought in the Stay Extension and Additional Relief Order.

6. A copy of the form of PIC is attached hereto and marked as **Exhibit “B”**.

7. The proposed order is on the same terms as the corresponding relief in the Stay Extension and Additional Relief Order granted by this Court on August 2, 2024.

8. Among other things, the proposed PIC Approval Order provides that:

- (a) the Charges, or any Encumbrances or any further security interests, trusts, liens, mortgages, charges and encumbrances and claims, statutory or otherwise in favour of any person, including those which may be created in this proceeding are not applicable to any unearned premiums under the Financed Policies; and
- (b) in the event of a payment default under the PIC, CAFO will be permitted without further order of the Court, to exercise its rights under the PIC and to cancel the Financed Policies and to receive any unearned premiums that may be refunded by the insurer as a result of the same.

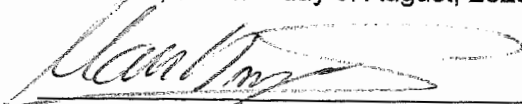
9. The Monitor supports approval of the PIC and related relief in the PIC Approval Order.

10. I swear this affidavit in support of the relief being sought in the application and for no other improper purpose.

11. I acknowledge the solemnity of making a sworn statement and acknowledge the consequences of making an untrue statement.

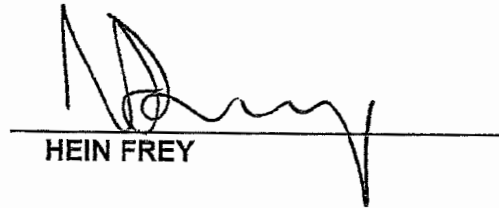
12. I was not physically present before the person before whom this affidavit was affirmed but was in that person's presence using video conferencing.

**AFFIRMED BEFORE ME** at the City of  
Vancouver, in the Province of British  
Columbia, this 12<sup>th</sup> day of August, 2025.



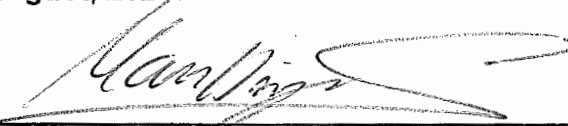
A Commissioner for taking Affidavits within  
British Columbia.

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**HEIN FREY**

**MANUEL DOMINGUEZ**  
**GOWLING WLG (CANADA) LLP**  
BARRISTER & SOLICITOR  
550 BURNARD STREET - SUITE 2300  
BENTALL 5 - VANCOUVER, B.C. V6C 2B5  
TELEPHONE: (604) 891-2772

This is Exhibit "A" referred to in the Affidavit of HEIN FREY, sworn before me at Vancouver, BC, this 12<sup>th</sup> day of August, 2025.

A handwritten signature in black ink, appearing to read "Hartman", is written over a horizontal line.

A Commissioner for taking Affidavits in British Columbia



No. S-238572  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF  
MYRA FALLS MINE LTD.

PETITIONER

**ORDER MADE AFTER APPLICATION**  
**(Stay Extension and Additional Relief)**

BEFORE THE HONOURABLE	)	
JUSTICE FITZPATRICK	)	02/08/2024

THE APPLICATION of the Petitioner, coming on for hearing before me at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on the 2<sup>nd</sup> day of August, 2024; AND ON HEARING Jonathan B. Ross, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including the Affidavit #6 of Hein Frey, affirmed July 25, 2024 (the "**Frey Affidavit #6**") and the Fourth Report of FTI Consulting Canada Inc. (in its capacity as court-appointed monitor of the Petitioner, the "**Monitor**") dated July 30, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, BC Reg 168/2009 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

**SERVICE AND DEFINITIONS**

1. The time for service of the Notice of Application dated July 26, 2024 and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

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2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning given to them in the amended and restated initial order granted in these proceedings by the Honourable Justice Fitzpatrick dated December 28, 2023 (the "**ARIO**") or the Affidavit .

#### **STAY EXTENSION**

3. The Stay Period is hereby continued and extended to and including October 31, 2024.

#### **DIP AMENDMENT AND INCREASE IN INTERIM LENDER'S CHARGE**

4. The Petitioner is hereby authorized and empowered to borrow up to an additional \$7.5 million for an aggregate principal amount of \$34 million pursuant to the DIP Term Sheet (as amended by the first amendment to the DIP Term Sheet dated February 16, 2024 and the second amendment to the DIP Term Sheet dated June 20, 2024 (the "**Amended DIP Term Sheet**").

5. The Interim Lender shall be entitled to the benefit of the Interim Lender's Charge provided for in the ARIO to secure amounts advanced under the Amended DIP Term Sheet. The Interim Lender's Charge shall be increased to the maximum amount of \$34 million (plus accrued and unpaid interest, fees and expenses).

6. The Interim Lender's Charge, as amended herein, shall continue to have the priority set out in paragraphs 40 and 42 of the ARIO.

#### **CONTINUOUS PREMIUM INSTALMENT CONTRACT**

7. The Petitioner is hereby authorized and empowered to enter into a Continuous Premium Instalment Contract (the "**PIC**") with CAFO Inc. ("**CAFO**") pursuant to which CAFO shall provide financing to the Petitioner for the purchase of one or more policies of insurance (the "**Financed Policies**").

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8. In the event of a payment default under the PIC, CAFO shall be permitted without further order of the Court, to exercise its rights under the PIC to cancel the Financed Policies and to receive any unearned premiums (the "**Unearned Premiums**") that may be refunded by the insurers as a result of the same.

9. Notwithstanding any provision in the ARIO or any other order in these proceedings, none of the Charges, or any Encumbrances existing as of the date hereof or any further security interests, trusts liens, mortgages, charges and encumbrances and claims, statutory or otherwise in favour of any person, including those which may be created in this proceeding, apply to the Unearned Premiums.

#### **GENERAL**

10. The Petitioner, the Monitor, or the Interim Lender, may from time to time apply for such further or other directions as may be necessary or desirable to give effect to this Order, including, without limitation, the discharge of their respective powers and duties under this Order, or any matter in connection therewith.

11. Endorsement of this Order by counsel appearing on this application other than counsel for the Petitioner is hereby dispensed with.

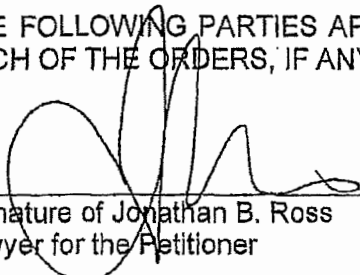
12. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the date this Order is made.

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, to act in aid of and to be complementary to this Court in carrying out the terms of this 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 Petitioner and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative

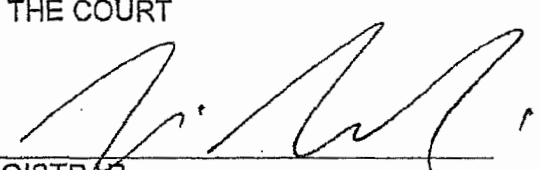
- 4 -

status to the Monitor in any foreign proceeding, or to assist the Petitioner and the Monitor and their respective agents in carrying out the terms of this Order.

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 Jonathan B. Ross  
Lawyer for the Petitioner

BY THE COURT

  
\_\_\_\_\_  
REGISTRAR



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Schedule "A"LIST OF COUNSEL

COUNSEL NAME	PARTY REPRESENTED
Peter Rubin	Monitor, FTI consulting Canada Inc.
Andrew Froh	Amalgamated Mining & Tunneling Inc.
Aminollah Subzevari	Canada Revenue Agency
Heather Kennedy	Unifor Local 3019
Brandon Lewis Tremblay	WSP Canada Inc. and WPS E & I Canada Limited
Benjamin S. Lorimer	Sonepar Canada Inc., Frontline Machinery Ltd., and Heidelberg Materials Canada Limited
Lauren Nykolaychuk	Langley Freight Lines (190) Ltd.
Andrea K. Glen	Ministry of Attorney General
Ashley Bowron	Wei wai kum First Nation and we wai kai First Nation

7.  
No. S-238572  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND  
ARRANGEMENT OF MYRA FALLS MINE LTD.

PETITIONER

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**ORDER  
(STAY EXTENSION)**

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**GOWLING WLG (CANADA) LLP**

Barristers & Solicitors  
Bentall 5, Suite 2300,  
550 Burrard Street  
Vancouver, BC V6C 2B5  
**Attention: Jonathan B. Ross**

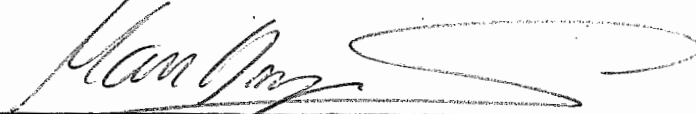
Tel: 604.683.6498

Fax: 604.683.3558

File No. A172589

MD/SPK

This is Exhibit "**B**" referred to in the Affidavit of **HEIN FREY**, sworn before me at Vancouver, BC, this **12<sup>th</sup>** day of **August**, 2025.

A handwritten signature in cursive script, appearing to read "Alan Gray", written over a horizontal line.

A Commissioner for taking Affidavits in British Columbia



## Continuous Premium Installment Contract

170 University Ave., Suite 601, Toronto, ON M5H 3B3  
TEL. NO. (416) 868-6777

☐ PERSONAL

☒ COMMERCIAL

Page 1 of 2

Agent or Broker (Name and Address) FM Global Insurance Company 100 New Park Place, Suite 200 Vaughan, ON L4K 0H9	A00155	Insured (Name and Address as shown on the policy) Myra Falls Mine Ltd. 2900-550 Burrard Street Vancouver, BC V6C 0A3
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A) Total Premiums	B) Down Payment	C) Amount Financed	D) Finance Charge	E) Total Payments
1,232,391.00	431,336.85	801,054.15	23,455.45	824,509.60

Service Charge Flat Rate	Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
1.903%	7.750%	8 (Monthly)	103,063.70	2025-08-01	1st

Finance Charge + Total Premiums

### SCHEDULE OF POLICIES

Policy and/or Binder Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
1151328	2025-07-01	C00116-Factory Mutual Insurance Company - CAB	PROP	12	1,232,391.00

INSURED HAS READ, UNDERSTANDS AND AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDA THERETO

SIGNATURE OF INSURED(S) AUTHORIZED REPRESENTATIVE      PRINT NAME      TITLE      DATE

By checking this box, the Insured understands and agrees that the terms as set out in Paragraph 23 do not apply to the Agreement. Yes ☐  
All other terms and conditions are in full force and effect.

**(1) DEFINITIONS:** The above named Insured is the borrower. CAFO INC. ("CAFO") is the lender. "Insurance company" or "company", "Insurance policy" or "policies" and "premium" refer to those items listed under the "Schedule of Policies". Singular words mean plural and vice-versa as may be required in order to give the Agreement meaning. "Agreement" means this Premium Installment Contract.

### AGENT OR BROKER REPRESENTATIONS

Agent Broker Representations: The undersigned warrants and agrees: (A) The policies are in full force and effect and the information in the Schedule of Policies has been verified and is correct. (B) The insured has authorized this transaction including the Continuous Premium Installment Contract option where applicable and has received a copy of this agreement. (C) To hold in trust for CAFO any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively, by any party and to pay the monies as well as any unearned commissions to CAFO promptly. (D) To the knowledge of the undersigned there are not and will not be any other liens specifically given against the policies and the premiums are not and will not be financed by any other lender. (E) Unless specifically disclosed to CAFO, no policy is subject to retrospective rating or minimum earned premium. Any deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. (F) Unless specifically disclosed to CAFO, the Insured can cancel each of the policies and the unearned premiums will be computed on the standard short-rate or pro-rata table. (G) All insurance premiums shall be paid to the insurer(s). (H) CAFO will rely upon these representations in determining whether to accept this Agreement.

IF THERE ARE ANY EXCEPTIONS TO THE ABOVE STATEMENTS, PLEASE LIST BELOW:

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS COLLECTED THE DOWN PAYMENT, IF APPLICABLE, AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE REMITTED WITH THIS AGREEMENT

SIGNATURE OF AGENT OR BROKER      AGENT OR BROKER      TITLE      DATE

### AUTHORITY FOR PAYMENT BY PRE-AUTHORIZED DEBITS ("PAD")

FROM: Insured

TO: CAFO INC. ("CAFO")

If notified by the Insured or Agent or Broker, you are hereby requested and authorized to debit our account identified on the attached voided cheque with all amounts specified in debit slips or other media purporting to represent installment payments due under our Premium Installment Contract ("Agreement"). Insured also represents that this Agreement is for Commercial purposes only. This authorization shall also extend to any revised payment amounts or other amounts due CAFO under terms of the Agreement as amended or revised from time to time. The parties have mutually agreed that your right to receive required prenotification in connection with amounts called for under the PAD is waived and agreed that you will not require any advance notice of the amount called for under the PAD or any change or changes to that amount before the debt is processed. Further, Insured has certain recourse rights if any debit does not comply with this Agreement. For example, Insured has the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD Agreement. To obtain more information on Insured's recourse rights, Insured may contact their financial institution or visit [www.payments.ca](http://www.payments.ca). This authorization may be revoked on 30 days written notice to CAFO by the Insured.

A SPECIMEN CHEQUE MARKED "VOID" MUST BE ENCLOSED

- (2) **PROMISE OF PAYMENT:** The Insured (a) requests that CAFO pay the premiums in the Schedule of Policies, less the Down Payment and any installments paid prior to acceptance of this Agreement and (b) promises to pay CAFO, at such address as CAFO designates, the amount stated in Block E above according to the payment schedule, subject to the remaining terms of this Agreement where applicable adjusted from time to time by reason of renewals or changes to the policies. No additional Authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. CAFO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to CAFO are deemed made only upon receipt in good funds. Cheques are accepted, subject to collection.
- (3) **SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to CAFO as collateral for the total amount payable in this agreement and any other past, present or future extension of credit in (a) any and all unearned Premiums or dividends which may become payable for any reason under all insurance policies financed by CAFO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any applicable guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, CAFO shall be named a loss-payee with respect to such policy. CAFO at its option may enforce payment of this debt without recourse to the security given to CAFO. The Insured irrevocably appoints CAFO as its attorney in fact with full authority to (i) cancel all insurance policies financed by CAFO for the reason set forth in paragraph 12, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to CAFO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance policies in furtherance of this agreement.
- (4) **WARRANTY OF ACCURACY:** The Insured (a) warrants that all listed insurance policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies and (b) authorizes CAFO to insert or correct on this agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installments and to correct any obvious errors. In the event of any such change, correction or insertion, CAFO will give the Insured written notice thereof.
- (5) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
- (6) **ADDITIONAL AMOUNTS:** The money paid by CAFO is designated to be applied only for the premium as determined at the time the insurance policy is issued. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured or its agent may request that CAFO finance any additional premiums and, if CAFO agrees to do so, as documented by a notice of acceptance, this agreement shall be deemed amended accordingly. If CAFO assigns the same account number to any additional extension or extensions of credit, (a) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (b) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (c) any unearned premiums relating to any component of such transaction may be collected and applied by CAFO to the totality of such transaction.
- (7) **SPECIAL INSURANCE POLICIES:** If an insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the Insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by CAFO.
- (8) **NAMED INSURED:** If an insurance policy provides that the first named Insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other Insureds regarding the policy, then the same shall apply to this Agreement. The Insured represents that it is authorized to sign this agreement on behalf of all Insureds. If not, then all Insureds' names must be shown on this Agreement, unless a separate agreement appoints an Insured to act for the others.
- (9) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due CAFO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage.
- (10) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when CAFO mails or transmits to the Insured its acceptance and is not a contract until such time. The Insured agrees that (a) this Agreement and other notices may be transmitted by facsimile, E-mail or other electronic means, (b) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (c) such Agreement, when accepted by CAFO, shall constitute a valid and enforceable contract.
- (11) **DEFAULT AND DISHONORED CHEQUE:** If the Insured is late in making a loan payment to CAFO by more than 10 days, the Insured agrees to pay a collection expense fee equal to 5% of the outstanding payment or \$5.00, whichever is greater. If a cheque is dishonoured, the Insured will pay the returned cheque charge not to exceed \$35.00 or the maximum amount permitted by law, whichever is the less. Insured may obtain a sample cancellation form, or further info regarding their right to cancel PAD payments, at their financial institution, or by visiting [www.payments.ca](http://www.payments.ca).
- (12) **CANCELLATION:** CAFO may cancel any or all insurance policies financed by CAFO and the full balance due to CAFO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with CAFO. Payment of unearned premiums shall not be deemed to be payment of installments to CAFO, in full or in part.
- (13) **ACCELERATION:** In the event of default by the Insured, the entire amount set out in Box E together with all default charges shall immediately become due and payable and bear interest at the annual percentage rate. The total of interest, charges and expenses shall not exceed the maximum permitted by law.
- (14) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to CAFO after mailing of CAFO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this agreement and without any liability or obligation to request reinstatement of a cancelled policy. Any money CAFO receives from an insurance company shall be credited to the amount due CAFO with any surplus paid over to whomever is entitled to the money. No refund of less than \$5.00 shall be made. In the event that CAFO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.
- (15) **LEGAL FEES-COLLECTION EXPENSE:** If, for collection, this agreement is referred to a lawyer and/or other party who is not a salaried employee of CAFO, the Insured agrees to pay any reasonable fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.
- (16) **REFUND CREDITS:** The Insured will receive a refund of a portion of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law.
- (17) **INSURANCE AGENT OR BROKER:** The Insurance agent or broker named in this agreement is the Insured's agent, not CAFO's and CAFO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. CAFO has not participated in the choice, placement, acquisition or underwriting of any financed policy. Any disclosures made by the agent are made in its capacity as the Insured's agent and CAFO makes no representations with respect to the accuracy of any such disclosures. Any refunds or payments for the Insured may be made to the Insured's agent or broker.
- (18) **SUCCESSORS AND ASSIGNS:** All legal rights given to CAFO shall benefit CAFO's successors and assigns. The Insured will not assign this Agreement and/or the policies without CAFO's written consent except for the interest of mortgagees and loss payees.
- (19) **LIMITATION OF LIABILITY - CLAIMS AGAINST CAFO:** The Insured hereby irrevocably waives and releases CAFO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 10. CAFO's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or wilful misconduct.
- (20) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide CAFO with full, prompt and complete information regarding any financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums. CAFO is authorized to disclose information in connection with any aspect of this Agreement, including personal information, to its corporate parent or affiliates, and for audit and/or examination purposes, to any of its or their government regulators.
- (21) **ENTIRE DOCUMENT:** This document is the entire agreement between CAFO and the Insured and can only be changed in writing signed by both parties, except as stated in paragraphs (4) and (24). The document may be executed in one or more counterparts all of which together shall constitute one and the same agreement.
- (22) **AUTHORITY - INSURED:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so.
- (23) **CONTINUOUS PREMIUM INSTALLMENT CONTRACT TERMS:** Where the Insured has elected the Continuous Premium Installment Contract options, the following additional provisions shall apply: (a) this Agreement is to provide continuous financing for insurance premiums and as such is an ongoing contract which may be, at the sole option of CAFO, renewed or extended at the request of Insured or Insured's agent (b) upon authorization by the insured or the insured's agent this contract may be renewed annually for the policy term and premium amounts specified for the policies in Notice of Acceptance communicated by CAFO to the insured or insured's agent (c) each term and condition of the original contract shall remain in full force and effect during any renewal term notwithstanding any change of insurer, policy coverages, premium or payment schedule (d) a down payment as specified in this Agreement shall be provided to CAFO by the Insured and shall be maintained by the Insured from year to year in an amount equal in proportion to that in the original term and authorizes CAFO (i) to continue pre-authorized withdrawals until written notice of cancellation from the Insured is received by CAFO and (ii) to credit any excess to or collect any shortfall of down payment from the Insured (e) CAFO has the absolute right and discretion to decline any extension or renewal of this Agreement (f) financing by CAFO for any renewal term will be calculated at current rates and delinquency and returned cheque charges being charged by CAFO at the renewal date (g) continued pre-authorized cheque withdrawals or acceptance by CAFO of any payment after expiration of a policy term or after cancellation of a policy or after CAFO has mailed notice of cancellation of the policies following default or for any other reason or following termination of this Agreement by CAFO or the Insured will not constitute renewal or reinstatement of the policies or obligate CAFO to request reinstatement and the Insured's sole right shall be the refund of any excess amount.
- (24) **RIGHT TO MAKE CHANGES:** In addition to the rights set out in paragraph (4), CAFO shall also have the right to make any changes to this Agreement as may be required in response to a change in the applicable law or any government regulation.

No. S238572  
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 PLAN OF COMPROMISE AND**  
**ARRANGEMENT OF MYRA FALLS MINE LTD**

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**AFFIDAVIT OF HEIN FREY #11**

---

**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
Bentall 5, Suite 2300,  
550 Burrard Street  
Vancouver, BC V6C 2B5

**Attention: Jonathan B. Ross**

Tel: 604.683.6498      Fax: 604.683.3558

File No. A172589