



Affidavit #8 of Hein Frey
affirmed: January 21 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 Head of North American Mining Operations of Myra Falls Mine Ltd. (referred to in this affidavit as the "**Company**" or "**MFM**"). I have been involved in the financial and operational management of 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.

2. Capitalized terms used in this affidavit and not otherwise defined herein have the meaning given to them in my seventh Affidavit affirmed on October 23, 2024 (the "**Seventh Affidavit**"), or the Order of this Honourable Court granted on December 28, 2023 (the "**ARIO**").

Relief Being Sought

3. This affidavit is being filed in support of an application by the Company pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"), for Orders, in the forms to be filed with the Court, among other things:

- (a) granting a further extension of the Stay Period up to, and including, April 4, 2025;

- (b) authorizing MFM to borrow up to an additional amount of \$3 million (for an aggregate principal amount of \$37 million) pursuant to the terms of the DIP Term Sheet (as amended, including pursuant to the Fourth DIP Amendment (as defined below)), and granting a corresponding increase in the amount of the Interim Lender's Charge, bringing such charge to \$37 million (plus accrued and unpaid interest, fees and expenses);
- (c) approving an auction and liquidation services agreement (the "**Auction Agreement**") between MFM and Maynards Industries II Canada Ltd. ("**Maynards**") for the auctioning of certain redundant assets located at the Mine as described in Schedule "A" to the Auction Agreement (collectively, the "**Auctioned Assets**"), and providing a mechanism for vesting MFM's rights, title and interest in and to the Auctioned Assets when sold to third party purchasers (the "**Purchasers**"), free and clear of claims and encumbrances (the "**Auction Agreement Approval and Vesting Order**");
- (d) ordering a mandatory Mediation with respect to the Mediation Objectives (all as defined and set out in more detail below) (the "**Mediation Order**"); and
- (e) appointing William Kaplan, K.C. ("**Mr. Kaplan**"), as an officer of this Honourable Court (in such capacity, the "**Mediator**") to act as a neutral third party to mediate the Mediation Objectives.

Activities Since Prior Court Appearance

4. Since the Company last appeared before this Honourable Court on October 30, 2024, the Company has in good faith and with due diligence:

- (a) completed its statutorily required care and maintenance plan and submitted it to the Ministry of Mining and Critical Minerals on December 17, 2024;
- (b) hosted an in-person meeting with the Independent Tailings Review Board (ITRB) in December 2024. The board members commended the Company on the high standard of monitoring during care and maintenance, as well as the significant improvements to site housekeeping standards relative to the previous site tour of July 2023;

- (c) held a semi-annual meeting with the Life of Mine Committee to discuss activities and results of the site environmental monitoring since the previous meeting. The Life of Mine Committee includes delegates from the Company, We Wai Kai, Wei Wai Kum, K'omoks, and Mowachaht Muchalaht First Nations, as well as delegates from various ministries, including the Ministry of Water, Land and Resources Stewardship, Ministry of Environmental and Climate Change Strategy, and the Ministry of Energy, Mines and Low Carbon Innovation. The next meeting is tentatively scheduled for April 2025;
- (d) held five formal meetings with the First Nations Impact Benefit Agreement (“**IBA**”) implementation, socio-economic, and environment committees to discuss environmental monitoring, cultural awareness training development, and the implementation budget. The purpose of the meetings focused on the mutual development of training modules, the development of the joint “Environmental Management Plans”, and other business as agreed upon in the IBA;
- (e) maintained ongoing stakeholder engagement with the Campbell River Environment Committee (“**CREC**”) and the Strathcona Park Public Advisory Committee to assure stakeholders of environmental compliance and adequate site management while the operation is in care and maintenance. A total of six meetings (both formal and informal) were held;
- (f) engaged with the regional emergency response coordinator of Strathcona Area D and continued discussions on mutual aid. This engagement is focused on the regional scale risks and hazards associated with the Mine site and the highway access for large scale disaster response planning;
- (g) concluded discussions with the First Nations regarding opportunities to sub-let the main warehouse and the maintenance shop located at the Discovery Terminal. Following these discussions, the Company entered into two sub-leases with entrepreneurial companies thereby offsetting costs of the terminal facility;
- (h) completed an inspection from an external geotechnical consultant from MineIT of the underground rehabilitation work that was completed in 2024. The

inspection was scheduled in compliance with the Mine's existing permits and as a due diligence exercise to ensure all primary accesses are in good condition and as a general review of Mine stability. No concerns or critical recommendations were reported as a result of the inspection;

- (i) completed three inspections from the Inspector of Mines. Four previously issued dangerous occurrence orders were lifted, with no critical or significant new orders issued as a result of these inspections;
- (j) completed the majority of the transactions required to correct prior DC Plan contributions errors;
- (k) communicated with suppliers and certain lien holders with respect to pre-filing payments owing to them; and
- (l) responding to a letter from the Union with respect to multiple pre-filing grievances, by advising them of the Stay of Proceedings.

Auction Agreement

5. On August 2, 2024, this Honourable Court authorized the Tender Process pursuant to the Omnibus Approval Order. The Company, in consultation with the Monitor, designed the Tender Process to broadly canvass the market for interest in various mining equipment and parts referred to as "Assets" in the Tender Process.

6. When the Company designed the Tender Process, it anticipated that a large pool of Assets would be offered for sale. However, once the Company completed its comprehensive equipment and inventory part classification (details of which are contained in my Seventh Affidavit), the Company found a number of assets to be of higher value to the Company and potentially needed for a strategic quick restart of mining operations. As such, the Company decided on a narrower list of Assets to be monetized pursuant to the Tender Process.

7. The Tender Process launched on October 18, 2024. The deadline for interested parties to submit offers (the "**Bid Deadline**") was set for November 29, 2024.

8. I understand that the sixth report of the Monitor to be filed in connection with this Application will contain further details of the activities of the Company and the Monitor in

carrying out the Tender Process and as such, I only include here information relating to the selection of the Maynards Offer (as defined below) following the conclusion of the Tender Process.

9. The Company and the Monitor received offers from three bidders by the Bid Deadline (the “**Offers**”).

10. Following the Bid Deadline, the Company, in consultation with the Monitor, reviewed the Offers, deemed all Offers to be “Qualified Offers”, and determined that an offer submitted by Maynards (the “**Maynards Offer**”), which forms the basis of the Auction Agreement, was the best offer received under the Tender Process.

11. The Maynards Offer does not contemplate a sale of “Assets” to Maynards. Rather, it contemplates Maynards providing auctioneer services to the Company with respect to the Auctioned Assets, in exchange for a fee and the reimbursement of certain expenses.

12. Following negotiations between the Company (assisted by the Monitor) and Maynards, the Company and Maynards entered into the Auction Agreement. A copy of the Auction Agreement is attached hereto and marked as **Exhibit “A”**.

13. The main terms of the Auction Agreement are reproduced below:

- (a) Maynards is to market the Auctioned Assets and carry out an auction (the “**Auction**”) by no later than March 14, 2025, unless otherwise agreed by the parties in writing;
- (b) Maynards will charge Purchasers, and retain, an 18% buyer’s premium with respect to the sale of the Auctioned Assets whether sold individually, collectively, partially, *en bloc* or otherwise (the “**Buyer’s Premium**”); in addition, the Company will reimburse Maynards for expenses in connection with the Auction (the “**Costs**”) up to an amount of \$25,000;
- (c) within ten business days following the conclusion of the Auction, Maynards will pay the proceeds of sale of the Auctioned Assets, less the Buyer’s Premium, the Costs, applicable taxes and any merchant banking charges (collectively, the “**Net Sale Proceeds**”), to the Company; and

(d) the obligations of the parties to the Auction Agreement and the engagement of Maynards by the Company are subject to the approval of this Honourable Court.

14. I believe the terms of the Auction Agreement are fair and commercially reasonable and were arrived at in a commercially reasonable manner.

15. Considering all Qualified Offers received in the Tender Process, I believe that the Auction Agreement provides the Company with the best opportunity to attain the highest value for the Auctioned Assets.

16. I understand that the Monitor supports the approval of the Auction Agreement and the transactions contemplated therein.

17. The Interim Lender also supports the approval of the Auction Agreement.

18. Since the structure of the Auction Agreement differs from the type of transactions contemplated by the Omnibus Approval Order (i.e. outright sales to the offerors), the Company is seeking the Auction Agreement Approval and Vesting Order.

19. I believe that the Auction Agreement Approval and Vesting Order will provide comfort to Purchasers with respect to the quality of the title to the Auctioned Assets that they are purchasing, therefore assisting the Company and Maynards in maximizing the value of the Auctioned Assets.

20. The Company is unaware of any secured creditors, except for those with court-ordered charges, who have an interest in the proceeds from any sale of Auctioned Assets. The Company intends to use the proceeds from the sales to fund its operations.

Appointment of Mediator to Facilitate Union Discussions

21. As noted in my first Affidavit in these proceedings affirmed on December 12, 2023, the Company employs approximately 265 unionized employees who are represented by UNIFOR Local 3019 (the "Union"). The unionized employees, MFM, and the Union are party to a collective bargaining agreement (the "**Collective Bargaining Agreement**"). The Collective Bargaining Agreement expired in September 2023. The Company and the Union previously engaged in bargaining negotiations to renew the Collective Bargaining Agreement but did not reach an agreement.

22. As I stated in my Seventh Affidavit, if the Company is to have a chance to emerge from these proceedings as a financially viable going-concern business, the Company requires, in addition to favourable economic conditions, temporary relief from certain of its Collective Bargaining Agreement obligations, which can only be achieved through negotiations with the Union and its representatives.

23. Following the conclusion of the SISP in April 2024, the Company reached out to the Union to set up a meeting to discuss adjusted costs and productivity levels. The Union initially suggested dates for a virtual meeting in June, however, due to scheduling conflicts, the parties ultimately set the meeting date for July 4, 2024 (the "**Initial Meeting**").

24. At the Initial Meeting, the Company delivered a presentation (the "**Initial Presentation**") providing a life of mine update and explaining the productivity and costs challenges that the Company is facing. At the Initial Meeting, the Company offered to engage a third-party accountant to perform a review of, and provide a report on, historical information of MFM for the 2019-2023 fiscal years (the "**Grant Thornton Report**"), which report the Company could share with the Union.

25. At the Initial Meeting, the Company also asked the Union to provide proposals based on the information received at the meeting as well as that contained in the Grant Thornton Report. The Union declined to put forward any proposals but agreed to further meetings with MFM later in the summer. At the time, the Company had suggested meeting during the week of August 19, 2024.

26. On or about July 29, 2024, the Company retained Grant Thornton LLP ("**Grant Thornton**") to produce the Grant Thornton Report, which was ultimately issued by Grant Thornton on October 8, 2024, and delivered to the Union on October 21, 2024.

27. On or about August 23, 2024, following negotiations, MFM and the Union entered into a non-disclosure agreement (the "**NDA**") regarding information to be provided to the Union at future meetings.

28. In light of (i) the timing of signing the NDA and the hope to deliver the Grant Thornton Report in advance of the next meeting, and (ii) travel requirements of key MFM participants in Union negotiations, after the Initial Meeting, the Company suggested that the next in-person meeting take place one week after the initially suggested week of August 19, 2024. To attend

in-person meetings with the Union, certain key representatives of MFM must fly to Campbell River from Switzerland and South Africa.

29. The Union representatives expressed disappointment and frustration at the delay of the meeting originally proposed for the week of August 19th and indicated that they could not attend during the week of August 26th as suggested by the Company. Ultimately, the parties did agree to meet again, in person, in Campbell River on October 3, 2024 (the "**Second Meeting**"). At the Second Meeting, the Company presented detailed financial information on the historic operations and losses experienced at MFM and comparative information illustrating the productivity levels and costs challenges at the Mine compared to industry and contractor proposals.

30. At the conclusion of the Second Meeting, the Company disclosed in general terms the type of concessions it was hoping to negotiate in order to address the ongoing operating and financial challenges at Myra Falls Mine, and requested a third meeting (the "**Third Meeting**") to present the Grant Thornton Report and commence negotiations for concessions that would allow for the resumption of mining operations, assuming favourable commodity prices.

31. The Third Meeting was scheduled to take place on November 6, 7 and 8, 2024, in person, in Campbell River, though the parties only met on the 6th and briefly on the 7th. At the Third Meeting, the Company presented a draft Memorandum of Agreement (the "**MOA**") that outlined proposed changes to the Collective Bargaining Agreement that would among other things: (i) alter the recall obligations with respect to the current priority given to returning workers by seniority; (ii) entitle the Company to use non union labour in certain areas of the Mine's operations; and (iii) create new categories for miners based on industry standard miner classification. The negotiating committee for the Union reviewed the proposal and several hours of discussion ensued about the MOA and the proposed amendments to the Collective Bargaining Agreement.

32. After the Company's presentation on November 6th, the negotiating committee for the Union expressed a desire to meet privately to discuss the proposed changes to the MOA and no further discussions were held that day.

33. The parties met briefly on the morning of November 7th at which time the Union expressed a number of concerns about the MOA. Nevertheless, the Union team retired to the local Union Hall to consider the Company proposals again and did submit several

questions to the Company via text and email. Subsequently, the Union team confirmed that, in their view, further discussions would not be fruitful in finding an acceptable path forward.

34. The Company did not hear back from the Union following the Third Meeting. On December 27, 2024, in a further attempt to engage with the Union, the Company, through its counsel, provided the Union with a revised MOA including a proposed Collective Bargaining Agreement (the "**December Proposal**"). Attached and marked as **Exhibit "B"** is a copy of this correspondence, excluding email attachments (the "**December Email**"). In the Company's view, the December Proposal attempted to address the concerns raised by the negotiating committee for the Union including outlining the temporary nature of the MOA and the Company's commitment to better training programs for Union members.

35. In its December Email, labour counsel for the Company, Mr. David McDonald ("**Mr. McDonald**") of the Fasken firm, asked the Union to confirm whether it had an interest in further meetings (either in person in Vancouver or Campbell River, or virtually) in January to discuss a path forward. Mr. McDonald also asked the Union to provide feedback on the December Proposal in writing.

36. On January 7, 2025, the Union provided a brief response to the December Proposal indicating that it was only willing to "roll-forward" the existing Collective Bargaining Agreement for two years, which is not a viable option for the Company. As such, I believe that the discussions between the Company and the Union are at an impasse.

37. Absent certain concessions from the Union and an improvement in commodity prices for zinc and copper, the Company will not be able to emerge from these proceedings as an operating Mine but will instead remain on care and maintenance. The Company has been unsuccessful in engaging the Union in meaningful negotiations and the parties are in a deadlock. The Company believes that a neutral Court-appointed mediator and a Court-ordered mediation (the "**Mediation**") will assist the parties in their discussions by focusing their efforts, minimizing delays in these proceedings, and materially increasing the chances of reaching an agreement.

38. I am of the view that the Mediation will foster open dialogue and create a structured and efficient environment for future negotiations.

39. The outcome of the Union negotiations will directly impact the Company's ability to resume mining operations and secure additional investments from the Trafigura Group to implement an exit plan from this CCAA proceeding, which will be beneficial to all stakeholders. The Company is of the view that, at this point, the only route to proceed with the negotiations with the Union is through the Mediation.

40. Other than the costs related to the Mediation, which the Company proposes to share equally with the Union, I do not believe that there is any prejudice to the Union or the Company participating in the Mediation. The alternative is that the Company's mining operations will remain on care and maintenance for the foreseeable future.

41. The Company is seeking the appointment of Mr. Kaplan as a neutral third-party court-appointed mediator. The proposed mandate of the Mediator would be to assist the parties with the negotiations related to the MOA and Collective Bargaining Agreement amendments, and any other matters that are related to or connected with these agreements that are referred to the Mediator by the Company, the Union, the Monitor, or this Court (the "**Mediation Objectives**"). The Company proposes that the Mediation be mandatory, confidential, and non-binding. All statements, discussions, and documents produced during the Mediation shall remain confidential and not subject to disclosure, except for written settlements reached. If an agreement is reached, it will become binding, subject to Court approval if necessary or advisable.

42. Mr. Kaplan has consented to act as a Mediator. I understand that in addition to having years of experience in the restructuring and insolvency industry, Mr. Kaplan also has extensive experience in labour negotiations. As such, I believe that Mr. Kaplan is uniquely positioned among practicing mediators in British Columbia to assist the parties in the Mediation. Attached and marked as **Exhibit "C"** is a copy of Mr. Kaplan's *curriculum vitae*.

43. The Company's counsel advised the Union of the Company's intention to seek the Mediation Order on January 15, 2025, with the Union providing a brief response later the same day. On January 17, 2024, Company's counsel provided the Union with the name of the proposed Mediator and the dates for the Mediation. Attached and marked as **Exhibit "D"** is a copy of this correspondence.

44. I understand the Monitor and the Interim Lender support the Mediation Order being sought by the Company.

Increasing the DIP Facility and the Interim Lender's Charge

45. On December 17, 2023, the Company entered into the DIP Term Sheet with the Interim Lender. The Initial Order approved the DIP Term Sheet, with a borrowing limit of up to \$4 million. The Initial Order also granted the Interim Lender's Charge to secure the obligations of the Company to the Interim Lender under the DIP Term Sheet to a maximum amount of \$4 million (plus accrued and unpaid interest, fees and expenses).

46. The ARIO was granted on December 28, 2023, and, among other things, approved an increase to the borrowing limit under the DIP Term Sheet up to the principal amount of \$21 million, and an increase to the Interim Lender's Charge accordingly.

47. The Court approved two additional increases in the borrowing limit, most recently to \$34 million pursuant to the Stay Extension and Additional Relief Order granted on August 2, 2024.

48. The Company prepared updated cash flow forecasts through to April 4, 2025 (the "**Updated Cashflows**"), copies of which will be appended to the Monitor's sixth report to be filed in connection with this application. The Updated Cashflows demonstrate that the Company will require approximately \$3 million of DIP funding during the Stay extension, if extended.

49. The Company and the Interim Lender have entered into a fourth amendment to the DIP Term Sheet (the "**Fourth DIP Amendment**") pursuant to which the Interim Lender has agreed to extend the "Maturity Date" of the DIP Facility to April 4, 2025, and increase the "Maximum Amount" to \$37 million, subject to the conditions contained therein including this Honourable Court's approval. I understand that a copy of the Fourth DIP Amendment will be appended to the Monitor's sixth report, to be filed in connection with this Application.

50. As such, the Company now seeks authority to increase its borrowing limit by \$3 million for an aggregate borrowing limit of \$37 million and a corresponding increase to the Interim Lender's Charge.

51. The Company relies principally on interim financing to fund its care and maintenance operations and the costs of these proceedings. Though the Company has continued to limit its borrowings under the DIP Facility by cutting costs and monetizing non-core assets, the Company does not have sufficient resources to discharge all of its obligations absent an

increase in the DIP Facility. The Company intends to utilize the additional borrowings, if authorized, in accordance with the Cashflow Statements.

Stay Extension

52. MFM is asking this Honourable Court to extend the Stay Period until April 4, 2025.

53. As set out in detailed above, the Company requires additional time to carry out the Mediation, if ordered, and the Auction Agreement, and implement a restructuring transaction, the substance of which depends predominantly on the outcome of the Mediation. The Company continues to work in good faith to advance these proceedings and hopes to emerge from CCAA protection in the coming months as a restructured and viable mining company.

54. Should this Honourable Court approve the increased borrowing limit, the Company will have sufficient funds to discharge its obligations during the extension, as per the Updated Cashflows.

55. The Interim Lender and the Monitor are supportive of the stay extension.

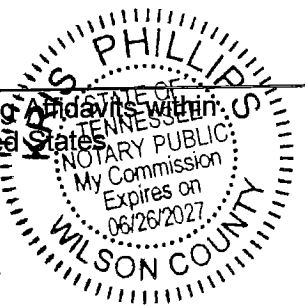
Conclusion

56. The Company's actions and efforts detailed herein continue to reflect a deliberate and responsible approach to the Company's financial and operational restructuring, guided by good faith and diligence. The relief being sought by the Company is directly relevant to the success of these proceedings and sustaining care and maintenance operations in accordance with applicable permits and legislation.

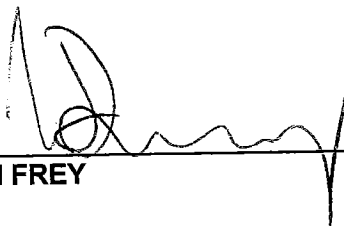
AFFIRMED BEFORE ME in the State of Tennessee, United States, on January 21, 2025.



A Notary for taking Affidavits within the State of Tennessee, United States)
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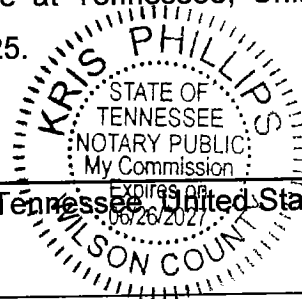


Kristine Phillip
111 Union St.
Suite 2700
Nashville, TN 37219
615 426 3029
A17258916604724113


HEIN FREY

This is Exhibit "A" referred to in the Affidavit of HEIN FREY, affirmed before me at Tennessee, United States, this 21st day of January, 2025.

Kris Phillip



A Notary for taking Affidavits within Tennessee, United States

511 Union St., Ste 2700
Nashville, TN 37219

615-426-3029

AUCTION AND LIQUIDATION SERVICES AGREEMENT

THIS Auction and Liquidation Services Agreement (the “**Agreement**”) dated for reference the ____ day of January, 2025,

MADE BETWEEN:

MYRA FALLS MINE LTD.
(hereinafter referred to as “Myra”)

OF THE FIRST PART

AND:

MAYNARDS INDUSTRIES II CANADA LTD.
(hereinafter referred to as “Maynards” or the “Auctioneer”)

OF THE SECOND PART

WHEREAS:

- A. Pursuant to an order of the Supreme Court of British Columbia (the “**Court**”) made August 2, 2024, Myra is liquidating surplus equipment located at the Myra Falls Mine located in the Strathcona Provincial Park in British Columbia;
- B. The Auctioneer submitted a proposal to Myra dated November 29, 2024 to liquidate the assets listed in Schedule “A” hereto (the “**Assets**”); and
- C. Myra wishes to retain the Auctioneer to sell the Assets, subject to the approval of the Court and the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that Myra and the Auctioneer agree as follows:

1. RETENTION OF THE AUCTIONEER

- 1.1 Myra hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, an auction (the “**Auction**”) with respect to the Assets on the terms and conditions as set forth in this Agreement.
- 1.2 Myra and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in Schedule “B” to this Agreement.
- 1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of Myra, unless otherwise specifically authorized and approved by Myra.
- 1.4 Myra and the Auctioneer hereby agree and acknowledge that the parties’ obligations hereunder are subject to Court approval of, among other things, the engagement of the Auctioneer and this Agreement. Upon execution of this Agreement by both parties, Myra agrees to recommend the engagement of the Auctioneer and this Agreement to the Court and seek the Court’s approval thereof.

2. THE AUCTION

- 2.1 The Auctioneer shall have the right to charge the buyers of the Assets an eighteen percent (18%) buyer's premium with respect to the sale of the Assets whether sold individually, collectively, partially, *en bloc* or otherwise (the "**Buyer's Premium**").
- 2.2 The Auctioneer shall be reimbursed by Myra for expenses related to the Auction (the "**Costs**") incurred by the Auctioneer, including advertising, set-up, lotting, legal, travel, and checkout costs, up to twenty-five thousand (\$25,000).
- 2.3 The Auctioneer shall carry out the Auction by no later than March 14, 2025, or such other date as agreed by the parties in writing.
- 2.4 Within ten (10) business days following the conclusion of the Auction, the proceeds of sale of the Assets, less the Buyer's Premium, the Costs, applicable taxes and any merchant banking charges (collectively, the "**Net Sale Proceeds**"), shall be paid by the Auctioneer to Myra in a manner agreed upon by the parties.
- 2.5 The Auctioneer shall, promptly following the conclusion of the Auction, provide Myra with a detailed written accounting describing each Asset sold and the purchase price attributed thereto and the applicable Net Sale Proceeds, in a form satisfactory to Myra acting reasonably.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS WITH RESPECT TO THE ASSETS

- 3.1 Myra shall deliver to the Auctioneer a copy of all pertinent documents that are in the possession of Myra, if any, relating to the Assets, including, without limitation, all documents of title, operating manuals, warranties, and all documents respecting registrations.
- 3.2 Myra shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, access to the Assets located at Westmin Rd, Comox-Strathcona, BC for the purpose of this Auction (the "**Premises**") until an agreed upon date by the parties hereto (the "**General Deadline**"), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the auctions, completing all sales, and removing the Assets upon their sale. Myra agrees to pay, until the General Deadline at its sole cost, all applicable rent and shall be responsible for the continued supply of all utilities to the Premises including, without limitation, gas, water, heat and hydro, and for the maintenance of insurance coverage on the Premises and Assets (the "**Occupancy Costs**"). Myra shall provide, and upon reasonable request by the Auctioneer, do, execute and deliver all further assurances, acts and documents for the purpose of conveying right, title, and interest of the Assets to any purchaser contemplated herein.
- 3.3 The Auctioneer shall sell the Assets on an "as is, where is" basis and neither Myra, nor the Auctioneer shall make, vis-à-vis, any third-party purchasers, any representations, conditions or warranties, and there are no representations, conditions or warranties. The Parties agree there are no terms or conditions whatsoever, whether expressed, implied, statutory or otherwise with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of this Agreement.
- 3.4 The Auctioneer has conducted its own due diligence, independent inspection, and investigation respecting the Assets and is satisfied with the Assets in all respects.
- 3.5 Upon completion of the Auction contemplated hereby, the Auctioneer with assistance from Myra shall oversee the removal or preparation of the removal of the Assets from the Premises. The Auctioneer shall otherwise have the right to abandon any remaining or unsold Assets. Any third-party costs or expenses incurred in connection with the clean-up of the Premises to leave in a broom swept condition or storage of

the Assets on the Premises shall not be the responsibility of the Auctioneer. The Auctioneer will work with Myra with regards to any unsold assets if any.

4. DUTIES OF THE AUCTIONEER

4.1 Except as otherwise provided in this Agreement, the Auctioneer shall at its own cost and expense:

- (a) use commercially reasonable best efforts to conduct the Auction with its terms and the terms of this Agreement;
- (b) provide sufficient licensed auctioneers and other personnel as is generally required for the holding of the Auction;
- (c) supervise the inspection of the Assets by potential purchasers prior to the Auction;
- (d) prepare for, arrange, conduct and conclude the Auction including, but not limited to, advertising, auction-related set-up, administrative services, collection of proceeds, banking, security/check out personnel, etc.;
- (e) advertise and promote the Auction;
- (f) organize, inventory, tag and lot the Assets for purposes of the Auction;
- (g) provide administrative services relating to the transfer of ownership of Assets to purchasers such that Myra's rights, title and interest in and to the Assets can be conveyed to the purchasers;
- (h) allow representatives of Myra to be present at any pre-inspections of the Assets, set-up related to the Auction, the Auction and to have access to all of the Auctioneer's records concerning the sale of the Assets;
- (i) facilitate removal from the Premises (as defined below) of any Assets purchased at the Auction prior to the General Deadline; and
- (j) provide the accounting described in paragraph 2.4.

5. ADDITIONAL REPRESENTATIONS, WARRANTIES AND CONDITIONS

5.1 Subject to Court approval, Myra represents and warrants to the Auctioneer that it has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.

5.2 The Auctioneer represents, warrants and acknowledges to Myra that:

- (a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of British Columbia;
- (b) the Auctioneer has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement;
- (c) this Agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;
- (d) the Auctioneer will, prior to conducting any sales pursuant to this Agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to

collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this Agreement, in all applicable jurisdictions;

- (e) the Auctioneer has not jointly elected with Myra pursuant to section 177(1.3) of the *Excise Tax Act* (Canada); and
- (f) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

The representations, warranties and covenants of the Auctioneer set forth in this Agreement will survive completion of the transactions contemplated by this Agreement.

6. MISCELLANEOUS

- 6.1 All references to currency in this Agreement and in the Schedules hereto are to lawful currency of Canada.
- 6.2 If the doing of any act pursuant to this Agreement falls on a day that is a bank holiday or weekend, then the time for the doing of such act shall be deemed to be the next day that is not a bank holiday or weekend.
- 6.3 Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered by facsimile or by electronic mail to the addresses and/or email addresses set forth as follows:

To:

Myra Falls Mine Ltd.
PO Box 8000
Myra Falls, B.C. V9W 5E2
Attn: Hein Frey
Email: hein.frey@myrafallsmine.com

With a copy to:

The Monitor:
FTI Consulting Canada Inc.
1450-701 W. Georgia St.
Vancouver, BC V7Y 1B6
Attention: Mike Clark and Tessa Chiricosta
Email: mike.clark@fticonsulting.com;
tessa.chiricosta@fticonsulting.com

-and-

To:

Maynard's Industries II Canada Ltd.
Suite 130, 49 Dunlevy Ave
Vancouver, BC V6A 3A3
Attention: Aaron Stewardson
Email: astewardson@maynards.com

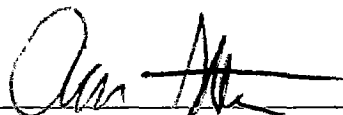
A party may from time to time change its address for service or its facsimile number for service by giving written notice of such change to the other party.

- 6.4 No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.
- 6.5 This Agreement and the attached Schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.
- 6.6 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.
- 6.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 6.8 All stipulations in this Agreement as to time are strictly of the essence.
- 6.9 This Agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby attorn to the jurisdiction of the Courts of that Province.
- 6.10 This Agreement may be executed in counterparts by the parties hereto and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.
- 6.11 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED at Vancouver, BC, this ____th day of January 2025.

MAYNARDS INDUSTRIES II CANADA LTD.

Per:



Name: Aaron Stewardson

Title: COO

MYRA FALLS MINE LTD.

Per:

Name:

Title: Authorized Signatory

- 6.4 No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.
- 6.5 This Agreement and the attached Schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.
- 6.6 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.
- 6.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 6.8 All stipulations in this Agreement as to time are strictly of the essence.
- 6.9 This Agreement shall be governed by the laws in effect in the Province of British Columbia and the parties hereby attorn to the jurisdiction of the Courts of that Province.
- 6.10 This Agreement may be executed in counterparts by the parties hereto and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.
- 6.11 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED at Vancouver, BC, this ____th day of January 2025.

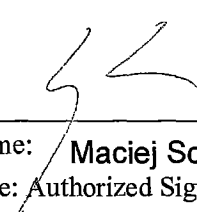
MAYNARDS INDUSTRIES II CANADA LTD.

Per:

Name: Aaron Stewardson
Title: COO

MYRA FALLS MINE LTD.

Per:



Name: Maciej Sciazko
Title: Authorized Signatory

SCHEDULE "A"
THE ASSETS

[Attached below]

Myra Falls Mine Ltd. - Equipment List

#	Make	Equipment ID	Serial Number/VIN	Description
1	Getman	52358	A64-PL-14	Man Carrier
2	Getman	52354	5443	Man Carrier
3	CMAC	60903	MMCMAC LH2211	Longhole Drill
4	Kubota	52414	56669	Tractor / RTV
5	Kubota	52425	68908	Tractor / RTV
6	Kubota	52427	2023782417	Tractor / RTV
7	Kubota	3482	20012	Forklift MM R520
8	Maclea	72653	SSB-027	Bolter
9	Minecat UT99	52372	FUT99D7404	Man Carrier
10	Minecat UT99	52373	FUT99D7404	Maintenance truck
11	MTI	50523	68608055	Scoop
12	Normet	71281	DM179	Scissor lift
13	Normet	71282	DM178	Scissor lift
14	Elphinstone	50525	T9YZ007722	Scoop
15	Elphinstone	50521	9YZ00655	Scoop
16	Elphinstone	50522	A9YZ00683	Scoop
17	Sandvik	72310	118B53762-1	Bolter
18	Waldon	71705	WE494	Scissor lift

Myra Falls Mine Ltd. - Elphinstone R1600 Inventory List

Material Description	Confirmed	Base Unit		Material Group
	Stock	Of Measure	Storage Bin	
LIP, BUCKET ,2" TRIBLAZE WITH TUNGSTEN D	2	EA	YDROW-6	MOB H EQP
DRIVESHAFT, W/ UNIVERSAL JOINTS, 1906200	1	EA	MP2C02A	MOB H EQP
SUSPENSION, SEAT, CAT 9EP2086 E/U: R160	2	EA	YP1F02FLR	MISC SPAR
FENDER AS-LH, CAT-1869308 R1600	1	EA	YDROW-3	MOB H EQP
PRESSURIZER, CAB, CAT 9EL9742 E/U: R160	1	EA	U08B03	MOB H EQP
TURBOCHARGER CAT 1021496 E/U: R1600 E	2	EA	M27B09	MISC SPAR
VALVE,GP,BAN,CAT,3795062(2112917)	2	EA	M29D05	MOB H EQP
TIMER-CAT-2398150	2	EA	M35B07	MOB H EQP
FENDER AS-RH, CAT-1869309 R1600	1	EA	YDROW-3	MOB H EQP
9EP5929 HOOD (ENGINE COVER)(R/B#2256579)	1	EA	YP5A02A	MISC SPAR
VALVE, SOLENOID, RIDE CONTROL, 3702371E	3	EA	UC0504B	VALVES NP
JOINT GP-UNI, CAT-2569387 R1600G SCOOPS	1	EA	M29E03	MOB H EQP
AXLE, SHAFT, CAT 3188626E/U: R1600 ELPH	1	EA	U013C01	MISC SPAR
VALVE, PILOT REGULATING, CAT 5025349 E	1	EA	U04C01	VALVES NP
VALVE, CHARGING, ACCUMULATOR, CAT 135439	1	EA	M28F02	VALVES NP
TUBE, LOWER LIFT CYLINDER, LEFT, CAT 23	2	EA	U06E06	PIPE&TUBE
VALVE, SOLENOID WITH COIL, RIDE CONTROL	3	EA	UC0504D	VALVES NP
A/C COMPRESSOR, COMP G BSC, 3E1906	1	EA	M16F08	MOB H SPP
UNIT, DRIVELINE BEARING HOUSING CAT 9V	1	EA	M28C02	BEARINGS
JOYSTICK, CATTRON REMOTE, 40C0422AE/U:	2	EA	M27A05	MOB H EQP
2000HR PM KIT, CAT R1600, 850012NYRIT	1	EA	UBW01FLR	MOB H EQP
PIN, Z LINK, 1V8031E/U: R1600 ELPHINSTO	1	EA	M27C09	MOB H EQP
PUMP, PRESSURE, PILOT, STEERING, R2800	1	EA	M13G04	PUMP HAND
DFS:ALTERNATOR:CAT LHD R1700 5669549	1	EA	M41B08	MOB H SPP
TUBE, METAL, RIGHT HAND, CATERPILLAR	2	EA	U06E06	PIPE&TUBE
TUBE, METAL, RIGHT HAND, CATERPILLAR	3	EA	U03A07	PIPE&TUBE
VALVE, SOLENOID, REMOTE,PARKER C/W DPR08	2	EA	UC0507B	VALVES P
SWITCH CAT 2445090E/U: ELPHINSTONE SC	2	EA	U05F05	ELEC COMP
SWITCH CAT 2445090E/U: ELPHINSTONE SC	2	EA	U07B06	ELEC COMP
TUBE, TURBO ASSEMBLY CAT 9EP0688 E/U:	1	EA	U04B05	HOSE&FITT
TUBE, CYLINDER, TILT, CAT E/U: R-1600	1	EA	U07WALL-A	MOB H EQP
1000HR PM KIT, CAT R1600, 850011NYRIT	2	EA	UBW01FLR	MOB H EQP
PIN, LOWER, CYLINDER, HOIST, 9.5" X 3.	3	EA	M28F07	MOB H EQP
HOUSING, STEADY BEARING CAT 9V2410	1	EA	M28C03	BEARINGS
JOYSTICK, CONTROL, MANUAL, OMNEX SYSTEMS	3	EA	M13A02	MOB H EQP
COMPRESSOR, AIR, CONDITIONER, CAT 160437	1	EA	U05E02	MOB H EQP
SWITCH, PARK BRAKE CAT	1	EA	U12C02	ELEC COMP
ACCUMULATOR, BRAKE CAT 1495532 E/U: R	2	EA	U07A06	MOB H EQP
BEARING, SLEEVE, 1V5635 R1600	13	EA	M27D05	BEARINGS
500HR PM KIT, CAT R1600, 850010NYRIT	2	EA	UP14A01	MOB H EQP
TUBE ASSY, METAL CAT 9EP2009 E/U: R16	1	EA	U07WALL-A	MOB H EQP
MOUNT, CAB, LOWER, RESILIENT, CATERPILLA	?	EA	YP7BFL	MISC TOOL
BEARING, SLEEVE CAT 1V7038	1	EA	U05F02	BEARINGS
PUMP, FUEL TRANSFER, CAT 3166864E/U: EL	3	EA	U12B05	PUMP HAND
YOKE, TRANSMISSION OUTPUT CAT 9G3542	4	EA	U01B08	GEARS
COLLET, CYLINDER, LIFT ARM CYLINDER, CAT	8	EA	U05F03	MOB H EQP
HOSE ASSEMBLY, TRANSMISSION COOLER, NEW	2	EA	UBW01	HOSE&FITT
VALVE, SOLENOID PARK BRAKE CAT 2274400	2	EA	U07B06	VALVES NP
TUBE,ASSEMBLY, RHE/U: R1600 ELPHINSTONE	2	EA	U07WALL-A	MOB H EQP
MANIFOLD, PARK BRAKE CAT 1869262	2	EA	U05F06C	SEAL&GASK
PIN, HOLLOW, CAT,4V2115	2	EA	UP01A04	CONST MAT
VALVE, PRESSURE REDUCING CAT 4E5547 E	4	EA	UC0507A	VALVES NP
TUBE, AIR INLET CAT 1869459E/U: R1600	2	EA	U02C05	PIPE&TUBE

Myra Falls Mine Ltd. - Elphinstone R1600 Inventory List

Material Description	Confirmed	Base Unit		Material Group
	Stock	Of Measure	Storage Bin	
SWITCH, PRESSURE, CAT E/U: ELPHINSTONE	2	EA	UC0907D	ELEC COMP
ADAPTER, TURBO CAT 9EL2340 E/U: R1600	2	EA	U05E05	HOSE&FITT
FLANGE, TRANS. OUTPUT CAT 3P3208 E/U	1	EA	U01B08	MISC SPAR
ASSEMBLY, KNEE PAD CAT 1869040 E/U: R	2	EA	U05F07	MISC SPAR
HANDLE, JOYSTICK, CAT	2	EA	U04A05	MOB H EQP
SWITCH, PRESSURE, CAT	2	EA	UC0907D	ELEC COMP
MOTOR, FAN E/U: R1600 CAB PRESSURE	1	EA	U05F04	MISC SPAR
GLASS, WINDOW, REAR, 27" X 19" E/U: EL	2	EA	REHABGLASS	MOB H EQP
GLASS, WINDOW, DOOR, CATERPILLAR	2	EA	REHABGLASS	MOB H EQP
GLASS, DOOR CAT 9EP5751 20-5/8" X 25	1	EA	REHABGLASS	MOB H EQP
MOTOR, WINDSHIELD WIPER CAT 9X3392 E/	1	EA	M28D02	MISC SPAR
HOSE, HYDRAULIC, ASSEMBLY, R1600CONSIST	1	EA	U07WALL-A	HOSE&FITT
PUMP, FUEL PRIMING CAT 1832823E/U: EL	1	EA	U08B07	PUMP OTHR
COLLET, CATE/U R1600	6	EA	U05F02	MOB H EQP
COLLET, CATE/U R1600	6	EA	UP01B03	MOB H EQP
SENSOR, SPEED CAT 2659033	1	EA	UC0910D	MISC SPAR
PIN, ASSEMBLY CAT 2112950 ROPS PIVOT	5	EA	U05E03	MOB H EQP
BRACKET, MOUNTING CAT 1516959 E/U: AI	1	EA	UC0306F	MOB H EQP
SENSOR, BOOST PRESSURE, 1619927	1	EA	M35F03	MOB H EQP
GLASS, CAT 2274439(9EQ1468) REAR WINDOW	1	EA	REHABGLASS	MOB H EQP
MANIFOLD AS, CAT 1535100E/U: R1600	2	EA	UC0410C	TURBINES
WINDOW, INNER, FRONT	2	EA	REHABBKWAL	MOB H EQP
BELL ASSEMBLY, OIL PUMP PICK UP, 1260167	2	EA	U04B04	PUMP HAND
SENSOR:PRESSURE CAT LHD R1700 2393478	4	EA	M41B07	MOB L SPP
CLAMP, ACCUMULATOR CAT # 2170376 CON	2	EA	U05E06	HOSE&FITT
GLASS, REAR, 15-7/8" X 12" E/U: R1600 E	4	EA	UP01C02	MOB H EQP
BUSHING, SLEEVE CAT 1V8241 E/U: LOWER	2	EA	U05E02	BEARINGS
HOSE, HYDRAULIC, LIFT, LOWER, LH, R1600	1	EA	U07WALL-A	HOSE&FITT
HOSE, HYDRAULIC ODE4886E/U: R1600	1	EA	U07WALL-B	HOSE&FITT
SLEEVE, BEARING, CAT 8R1016 E/U: R1600	2	EA	U05E09	BEARINGS
HOSE, SUCTION CAT 1226908 102"LGH	1	EA	U14A01	HOSE&FITT
SENSOR, OIL PRESSURE 1619930E/U: R1600	2	EA	UC0907D	MOB H EQP
BEARING, SLEEVE CAT 1V7001	2	EA	U05F01	BEARINGS
THERMOSTAT, FLOW CONTROL, BD1015, CAT 1	2	EA	UC0705D	MISC SPAR
HOSE, ASSEMBLY, R1600 ELPHINSTONE, 58"C	2	EA	U07WALL-B	HOSE&FITT
SOLENOID, FUEL SHUTOFF CAT 6N7035 2	1	EA	UC0504B	ELEC COMP
BEARING, SLEEVE CAT 1V6934	5	EA	U04C02	BEARINGS
SENSOR, COOLANT CAT 1022240 E/U: R160	1	EA	UC0911B	INSTRUMEN
GASKET, OIL PAN CAT 109-5308E/U: ELPH	1	EA	U01C04	SEAL&GASK
COLLET, TAPERED, CYLINDERE/U R1600	6	EA	U06E09	MOB H EQP
BOLT, LIFT ARM LEVER CAT 5P7669 1-1/	2	EA	U04A06	CONST MAT
HOUSING, RIDE CONTROL CAT 9U3862 E/U:	2	EA	U05E08	MOB H EQP
SENSOR, FLOW, RADIATOR, CATE/U: R1600 E	2	EA	UC0912D	ELEC COMP
HOSE, HYDRAULIC, CYLINDER, LIFT, LH, R16	1	EA	U07WALL-A	HOSE&FITT
COLLET, CYLINDER CAT 8R3938 E/U: R160	2	EA	U05F03	MOB H EQP
CAP,TANK, FUEL, 7X7700E/U: R1600 ELPHIN	2	EA	UC0309F	MISC SPAR
250HR PM KIT, CAT R1600, 850009NYRIT	2	EA	UP01A03	MOB H EQP
GLASS, WINDOW, OUTER REAR, 9EQ1467	2	EA	REHABGLASS	MOB H EQP
ELBOW, AIR INLET CAT 1094203 E/U: R16	4	EA	U02C04	HOSE&FITT
GLASS, WINDOW, OUTER, FRONT, ELPHINSTONE	1	EA	REHABGLASS	MOB H EQP
MOUNT, RESILIENT, CAB	6	EA	U06E05	MISC HW
ASSEMBLY, HOSE CAT ODE5296E/U: R1600G	3	EA	U07WALL-B	HOSE&FITT
PULLEY, ALTERNATOR, CAT 3645891E/U: R16	1	EA	U05B06	MOB H EQP

Myra Falls Mine Ltd. - Elphinstone R1600 Inventory List

Material Description	Confirmed	Base Unit		Storage Bin	Material Group
	Stock	Of	Measure		
BOARD, PRINTED, 246420E/U: LINCOLN GRE	3	EA		M35B07	EQP MISC
ELBOW CAT 9EP1752 E/U: R1600 ELPHINST	1	EA		U06E07	HOSE&FITT
SHOCK, SEAT DIRECT ACTION KAB SEATIN	2	EA		UC0607C	MOB H EQP
MOUNT, REAR TRANSMISSION CAT 9W9930E/	2	EA		UC0302C	MISC SPAR
CAP, LOWER CAB MOUNT CAT 2185461	4	EA		UC0304C	MISC HW
GLASS, INNER, SAFETY, TINTED, 16-5/8" X	1	EA		REHABGLASS	MOB H EQP
HARNESS CAT 1869482E/U: ELPHINSTONE SC	3	EA		U05F06	MOB H EQP
CUSHION, CAB CAT 5K0774 E/U: R1600	1	EA		U05F07	MISC SPAR
JOINT, UNIVERSALE/U: DRIVESHAFT R1600	2	EA		U01B07	MISC SPAR
HOSE CAT 3L9656E/U: ALL R1600 SCOOPTR	1	EA		U02C05	HOSE&FITT
ARM REST CAT #9C3754E/U: ELPHINSTONE	3	EA		U05F02	MISC SPAR
PLATE, MOUNTING CAT 9Y7573 E/U: AIR C	1	EA		UC0306C	MISC SPAR
VALVE, RELIEF, PRESSURE, LINCOLN AUTO GR	2	EA		U05F06	VALVES NP
SEPARATOR, FUEL/WATER ASSEMBLY BODY CA	1	EA		U05E05	MOB H EQP
MOUNT, FRONT TRANSMISSION CAT 7N1164	2	EA		UC0302B	MISC SPAR
BOLT, CYLINDER CAT 6V1734 E/U: LIFT &	2	EA		U05F04	CONST MAT
DIPSTICK, TRANSMISSION CAT 1528547 E/	1	EA		U05END	GEARS
HARNESS, PARK BRAKE WIRING CAT 2578594	1	EA		UC0911A	ELEC EQUI
PLATE, MOUNTING CAT 7E3977 E/U: AIR C	1	EA		UC0306E	MISC SPAR
ALTERNATOR, PULLEY 2W8494E/U: R1600 SCO	1	EA		U05E03	GEARS
SEPARATOR, FUEL/WATER ASSEMBLY BASE CA	1	EA		U05E05	MOB H EQP
SHIM, 130 X 230 MM ID X 1.6 MM THKE/U:	4	EA		U06E05	SEAL&GASK
ACTUATOR, ROCKER (SWITCH) CAT 1869652	1	EA		UC0908E	ELEC COMP
SEAL, LIP CAT 9X7740 E/U: R1600 ELPHI	2	EA		U01E09	SEAL&GASK
ACTUATOR, ROCKER (SWITCH) CAT 1869650	1	EA		UC0908B	ELEC COMP
DFS:SENSOR:TEMPERATURE CAT LHD R1700	1	EA		M41C04	MOB L SPP
ACTUATOR, SWITCH, ROCKER	1	EA		UC0909F	ELEC COMP
ADAPTER, FUEL CAT#9X2207E/U: R1600 SC	2	EA		UC0410F	MOB H EQP
DIPSTICK, OIL, ENGINE, CATE/U: R1600	1	EA		U05END	MISC SPAR
ADAPTER, REDUCING CAT 3E7427E/U: ALL	5	EA		UC0306F	SEAL&GASK
SHIM CAT 1635857 1.6MM	1	EA		U05D05	SEAL&GASK
ROLLER, BRAKE THREADLE CAT 4E9667	1	EA		UC0809C	MISC HW
HOSE CAT ODE4271E/U: ALL R1600 SCOOPS	2	EA		U07WALL-B	HOSE&FITT
WASHER, FIBRE CAT 2K0715 5" ID X 6 1	2	EA		UC1008C	CONST MAT
BOWL, FUEL FILTER ASSEMBLY CAT 1700062	1	EA		U05E05	MOB H EQP
SWITCH, WIPER CAT 7T9303 E/U: R1600 E	1	EA		UC0908F	ELEC COMP
SPACER, TRANSMISSION CAT 6I9233 E/U:	1	EA		U05E08	SEAL&GASK
SHIM CAT 9EL9525 3.0 MM	6	EA		UC1004B	SEAL&GASK
SHIM CAT 9EL2526 1.6MM	4	EA		UC1004C	SEAL&GASK
ROLLER, BRAKE THREADLE CAT 1633926	1	EA		UC0306D	MISC HW
SWITCH, TOGGLE, DPDT, ON-NONE-(ON), 40CO	1	EA		C04N02	ELEC COMP
LENS, LAMPE/U: ELPHINSTONE R1700 & R160	7	EA		M17E06	LIGHTING
ELBOW, AIR CLEAN ER HOSE CAT 9Y2699 E	3	EA		U02C03	HOSE&FITT
SHIM CAT 9EL2527 3.0 MM	4	EA		UC1004C	SEAL&GASK
SHIM CAT 9EL9524 1.6 MM	3	EA		UC1004B	SEAL&GASK
CLAMP, HOSE CAT 9X2201E/U: ALL R1600	27	EA		UC0602A	HOSE&FITT
SHIM CAT 1869399 3.0MM	3	EA		U05D05	SEAL&GASK
ACTUATOR, ROCKER (SWITCH) CAT 3E8780E	1	EA		UC0909F	ELEC COMP
WASHER, LOWER CAB MOUNT CAT 2185462	4	EA		UC0204D	MISC HW
SWITCH, ROCKER, CAT E/U: R1600	1	EA		UC0908B	ELEC COMP
FLANGE, HALF CAT 1P4578 FOR CODE 61	2	EA		UC0307E	HOSE&FITT
BOLT, PLATE M24 X 3.0 X 160 CAT#7X25	1	EA		UC1108	CONST MAT
FLANGE, HALF CAT 1P4577 FOR CODE 61	2	EA		UC0307F	HOSE&FITT

Myra Falls Mine Ltd. - Elphinstone R1600 Inventory List

Material Description	Confirmed	Base Unit		Material Group
	Stock	Of Measure	Storage Bin	
WASHER, SPECIAL CAT 1P6563 E/U: R1600	1	EA	UC0205A	CONST MAT
PIN, BRAKE TREADLE CAT 4E9664	3	EA	UC0306C	AUTOMTION
CAP, GREASE CAT 1665461E/U: ELPHINSTO	2	EA	U05F06	MOB H EQP
CAP, GREASE CAT 1665461E/U: ELPHINSTO	2	EA	U07B06	MOB H EQP
BOLT CAT 2H3749 3/4" 16 UNF 7"	8	EA	UC0209D	CONST MAT
BOLT CAT 8F4486 1 1/8" UNC X 6 1/2"	5	EA	U06E04	CONST MAT
PIN, BRAKE TREADLE CAT 4E9668	1	EA	UC0809C	MISC HW
GASKET, AIR OUTLET CAT 1P9390 E/U: R1	1	EA	U05F10	SEAL&GASK
SPACER, AIR CONDITIONER MOUNT CAT 7E39	2	EA	UC0306D	SEAL&GASK
SEAL, LIP CAT 8S2225 E/U: BRAKE TREAD	40	EA	U01E08	MISC HW
PIN, CLEVIS CAT 7H2614 E/U: R1600 ELP	2	EA	U05E08	CONST MAT
GASKET, TURBOCHARGER CAT 1P0451	2	EA	UC1010A	SEAL&GASK
SEAL, LIP, CAT 7K9218, 114.3 MM ID, 7K92	1	EA	U01E06	SEAL&GASK
SLEEVE, ISOLATOR 7E3369E/U:R1600SCO	17	EA	UC1308A	MISC SPAR
WASHER, NYLON CAT 1149491E/U: ELPHINS	1	EA	U05F06B	CONST MAT
DFS:SEAL:LIP CAT LHD R1700 7K9203	10	EA	M41C04	MOB L SPP
SEAL CAT 5P8211E/U: ELPHINSTONE 1600	3	EA	UC1308E	SEAL&GASK
ADAPTER, AIR CLEANER BOOT CAT 9N6379	3	EA	U02C05	FLTRS
DFS:SEAL:O-RING CAT LHD R1700	6	EA	M41C04	MOB L SPP
SEAL, O-RING, CATERPILLAR	3	EA	UC1308C	MOB H EQP
V-BELT, 0.531"W X 40.000"OC, AUTOMOTIVE	1	EA	M20WALL	BELTS
CAP, ELECTRICAL ASSEMBLY CAT 7E6508E/	1	EA	UC1308A	ELEC COMP
NUT, TURBOCHARGER CAT 3E8017 E/U: R16	12	EA	UC0911E	CONST MAT
ISOLATOR CAT#7C8296E/U: ELPHINSTONE 1	2	EA	UC1308D	MISC SPAR
ORING CAT#5F3092E/U: ELPHINSTONE 1600	2	EA	UC1308C	SEAL&GASK
WASHER, FLAT, STEEL, GR 8, 1-1/4" NOM SI	3	EA	UC0204B	CONST MAT
PLUNGER, LATCH CAT 8C4427E/U: ALL R16	2	EA	U05F05B	MOB H EQP
PLUG CAT 9S4191E/U: ALL R1600 SCOOPTR	7	EA	UC0208C	SEAL&GASK
CAP, DUST CAT 6V0852E/U: ALL R1600 SC	2	EA	UC0406B	MISC HW
BOLT CAT 8T5412 HARDENED 12 MM 1	2	EA	UC0208F	CONST MAT
SEAL CAT 8J1620E/U: ELPHINSTONE 1600	2	EA	UC1308A	SEAL&GASK
RETAINER, PIN CAT 8E8469 E/U: R1600 E	37	EA	U04D01	MOB H EQP
BOLT, STEEL, 20 UNF, GR8, 1/2" X 3 1/2"	1	EA	UC0208F	CONST MAT
CAPSCREW CAT OL1558 1/2" x 3 1/4" UN	2	EA	UC0208F	CONST MAT
SEAL, O RING CAT 5H2767 E/U: R1600 EL	8	EA	UC0912B	SEAL&GASK
WASHER, SPECIAL, CAT E/U: R1600 ELPHINS	10	EA	UC0204C	CONST MAT
GASKET, CAM SHAFT CAT 133-7068E/U: EL	2	EA	UC1010B	SEAL&GASK
SEAL, O RING CAT 1H9696	4	EA	UC0912	SEAL&GASK
CAPSCREW CAT OS1604 1/2" x 2 1/2 UNF	1	EA	UC0208F	CONST MAT
O-RING, 7J9933E/U: R1600	7	EA	UC1304D	MISC HW
SEAL, ORING CAT 4M8303 E/U: R1600 ELP	6	EA	UC1302E	SEAL&GASK
SEAL CAT 3D4245E/U: ELPHINSTONE 1600	13	EA	UC1308E	SEAL&GASK
SEAL CAT#7F8607E/U: ELPHINSTONE 1600	13	EA	UC1308D	SEAL&GASK
WASHER CAT 6N8863E/U: R1600 SCOOPS	8	EA	UC0205F	CONST MAT
WASHER CAT 6V5839E/U: ELPHINSTONE 160	15	EA	UC0205E	CONST MAT
NUT CAT 8T4244 HARDENED 12MM 1.7	2	EA	UC0206E	CONST MAT
PUMP, CHARGING CAT 1178584 E/U: ELPHI	2	EA	UP01C05	PUMP HAND
CYLINDER, STEERINGE/U: R1600 ELPHINSTO	4	EA	CYLRACTC	AUTOMTION
PUMP, HYDRAULIC, GEAR TYPE: CAT 3T8359 T	1	EA	M38C07	PUMP HAND
VALVE, STEERING CAT 9EP1053 E/U: R160	1	EA	UP01C05	VALVES P
RADIATOR, ENGINE, CAT E/U R1600	1	EA	YP5B01A	MOB H EQP
CYLINDER, TILTE/U R1600	2	EA	YP2DFLA	AUTOMTION
ALTERNATOR, 24V, FULLY ENCLOSED, WILSON	1	EA	UP01C03	ELEC COMP

Myra Falls Mine Ltd. - Elphinstone R1600 Inventory List

Material Description	Confirmed	Base Unit		Material Group
	Stock	Of Measure	Storage Bin	
HUB, BODY, PLANETARY, WHEEL END, CATE/U	1	EA	YP3A02B	AUTOMTION
INJECTOR, FUEL CAT 10R0963	3	EA	U04C01	MISC SPAR
LINK, Z-LINK, CAT 1869183 E/U:R1600 ELP	1	EA	YDROW-5	MOB H EQP
STARTER, MOTOR, 91-01-4159	2	EA	M13A07	ELEC COMP
PUMP, GP-WATER, OR0705E/U: R1600 SCOOPT	1	EA	U08B03	PUMP HAND
MODULE, ELECTRONIC CONTROL, ECM, TRANSMI	2	EA	U12A03	MISC SPAR
SYSTEM, REMOTE, CATTRON, COMPLETE SPARE S	1	EA	MP2E01A	ELEC EQUI
ENGINE, MODEL 3176CE/U: R1600	1	EA	YP2BKWL	TURBINES
BOOM, LIFT ARM AND BEARING, 9EL7341E/U:	1	EA	LOWERYARD	MOB H EQP
TUBE, LOWER RAD CAT 2017445E/U: ELPHI	2	EA	U04AFRONT	HOSE&FITT
SEAL, VALVE COVER CAT 2S320 E/U: R160	1	FT	U05E08	SEAL&GASK
VALVE, SELECTOR & PRESSURE CONTROL CAT	2	EA	UC1102	VALVES NP
GASKET, 1008525E/U: R1600 SCOOP TRAM	2	EA	UC1007B	SEAL&GASK
ADAPTER: CAT 1869172, ADAPTER, BRAKE	4	EA	U05E08	HOSE&FITT

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
ASSEMBLY, VALVE, BRAKE SYSTEM	2	CAT AD30	EA	U04C06	MOB H SPP
216786 SHAFT-DRIVE, 2161787	1	CAT AD30	EA	MP3D01B	MOB H EQP
COVER, FRONT ANSUL 79201 E/U: MCU MOD	3	CAT AD30	EA	UC10TOP	EQP SESA
2161745, SHAFT AS DRI 2161746	1	CAT AD30	EA	MP3E03	MOB H EQP
WIRE, DETECTION LEVITT RA71230 100FT	2	CAT AD30	ROL	U01A05	CHAIN&CAB
HOSE ASSEMBLY, 2343104	1	CAT AD30	EA	UBW01	HOSE&FITT
FILTER, SECONDARY AIR, INNER, 1063973	3	CAT AD30	EA	MEZZA12	FLTRS
SEAL, PILOT, FOR FILTER #103-8236E/U: A	3	CAT AD30	EA	UC0406D	SEAL&GASK
CYLINDER, TAILGATE, CAT 1349838E/U: HAU	1	CAT AD30	EA	CYL RACKC	AUTOMTION
CYLINDER, GP EJECTOR, 2366260	1	CAT AD30	EA	YP2BKWL	MOB H EQP
HOSE ASSEMBLY, 2298955	1	CAT AD30	EA	NEW ITEM	HOSE&FITT
PROPELLER SHAFT WITH UNIVERSAL DUX 370	1	Dux ET-33 Haul Truck	EA	YP7D01	MOB H EQP
PLATE, FLEX DRIVE, ATLAS COPCOE/U: ST5/	1	Dux ET-33 Haul Truck	EA	U01C06	GEARS
KIT, HOSE DUX 2675-2HK E/U: AIR CONDI	1	Dux ET-33 Haul Truck	EA	U02FRNT	HOSE&FITT
FAN, ENGINE, 3281-2E/U:DUX HAUL TRUCK	UG	Dux ET-33 Haul Truck	EA	RACK04	EQP AIRCO
VALVE, PEDAL, THROTTLE, WAGNER	3	Dux ET-33 Haul Truck	EA	U04D06	VALVES NP
CARTRIDGE, VALVE, PRIORITY, SUN MFG	2	Dux ET-33 Haul Truck	EA	U09A07	VALVES NP
PUMP, METERING AND DISTRIBUTION FUEL D	1	Dux ET-33 Haul Truck	EA	UC0502A	PUMP HAND
MOTOR, FAN, 14", 24V, DUX 2675-5-1 E/U:	3	Dux ET-33 Haul Truck	EA	U13A06	MOB H EQP
SWITCH, PRESSURE, N/O N/C, 60 PSI, 1/8"	1	Dux ET-33 Haul Truck	EA	UC0909A	ELEC COMP
FAN, CAB, SURFACE MOUNT, SIGNAL, 24V	1	Dux ET-33 Haul Truck	EA	M53A02	EQP AIRCO
THERMOSTAT, AIR CONDITIONER, RED DOT RD-	1	Dux ET-33 Haul Truck	EA	U09A07	MISC SPAR
MOTOR, D/C CAB BLOWER UNIMOTOR 14553-G	1	Dux ET-33 Haul Truck	EA	U01A04	ELEC MOTO
SWITCH, PUSH, MOMENTARY, COLE HERSEE	11	Dux ET-33 Haul Truck	EA	UC0706D	ELEC COMP
SWITCH, PUSH, MOMENTARY, COLE HERSEE	12	Dux ET-33 Haul Truck	EA	UC0706D	ELEC COMP
BEARING, SPHERICAL GEZ200ES-2RS SKF E	6	Dux ET-33 Haul Truck	EA	U03B04	BEARINGS
ASSEMBLY, WINDSHIELD WIPER FRONT FLANGE	1	Dux ET-33 Haul Truck	EA	U02B04	AUTOMTION
LAMP, INCANDESCENT, ANTI VIBRATION, 24 V	3	Dux ET-33 Haul Truck	EA	U05FRNT4	LIGHTING
APAPTER, HOSE	3	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
DIPSTICK, ENGINE, OILE/U: DUX TRUCK	2	Dux ET-33 Haul Truck	EA	U06END	MISC SPAR
ADAPTER, # 10-12 AIR CONDITONER HOSE P	6	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
SWITCH, TOGGLE, COLE HERSEE	8	Dux ET-33 Haul Truck	EA	C04N01	ELEC COMP
OIL, LUBRICATING , HIGH VISCOSITY, 100 S	6	Dux ET-33 Haul Truck	EA	M15B02	LUBRICANT
BLOCK, CONTACT, TELEMECANIQUE ZB2-BE101	2	Dux ET-33 Haul Truck	EA	UC0906D	ELEC COMP
KIT, PRIORITY VALVE CARTRIDGE SEAL SUN	2	Dux ET-33 Haul Truck	EA	UC1304A	SEAL&GASK
KIT, PRIORITY VALVE SEAL SUN CXHA-XCN	2	Dux ET-33 Haul Truck	EA	UC1304A	SEAL&GASK
KIT, SEAL, PRIORITY VALVE, SUN	2	Dux ET-33 Haul Truck	EA	C04P01	SEAL&GASK
KNOB, WIPER CONTROL CAT 7T9302	3	Dux ET-33 Haul Truck	EA	UC0909F	OFF SUPPL
V-BELT, AVX13X1325	8	Dux ET-33 Haul Truck	EA	M20WALL	BELTS
APAPTER, # 10-12 STRAIGHT AIR CONDITION	7	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
ADAPTER, HOSE, 90	3	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
HOSE, CONDITIONER, AIR, #10, PARKER	50	Dux ET-33 Haul Truck	FT	U04A04	EQP VENT
ADAPTER, #8-12 AIR CONDITIONER HOSE PA	5	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
BOLT, ISOLATOR DETROIT DIESEL 23522281	5	Dux ET-33 Haul Truck	EA	UC0210A	CONST MAT
ADAPTER, #8 90 DEG AIR CONDITIONER HOSE	4	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
HOSE, # 8 AIR CONDITIONER PARKER 15K26	6	Dux ET-33 Haul Truck	EA	UC1103	EQP VENT
HOSE, AIR CONDITIONER PARKER 285-4	75	Dux ET-33 Haul Truck	EA	U04A04	EQP VENT
HOSE, AIR CONDITIONER PARKER 285-6 #	50	Dux ET-33 Haul Truck	EA	U04A04	EQP VENT
CYLINDER, ACTUATING, ASSEMBLY, STEERING	1	Dux ET-33 Haul Truck	EA	CYL RACKC	AUTOMTION
CYLINDER ASSEMBLY,ACTUATING,LI DUX 412	1	Dux ET-33 Haul Truck	EA	MP3E03	AUTOMTION
SEAL, TRANSMISSION, OUTPUT SHAFT SEAL/RE	1	Dux ET-33 Haul Truck	EA	U02B07	MOB H EQP
TRANSMISSION, MECHANICAL 6421-34	1	Dux ET-33 Haul Truck	EA	YP2BKWL	MISC SPAR
CONVERTOR, TORQUE, DUX 3232	1	Dux ET-33 Haul Truck	EA	YP3D03B	MISC SPAR

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
STARTER, AUTOMOTIVE, 24V, CLOCKWISE ROTA	?	Dux ET-33 Haul Truck	EA	UP01C03	ELEC COMP
ENGINE, DIESEL, MODEL 6063-TK32, SERIES	?	Dux ET-33 Haul Truck	EA	YP2BKWL	MISC SPAR
CYLINDER, ACTUATING, EJECTOR, 6 STAGE, D	?	Dux ET-33 Haul Truck	EA	YP2C02A	AUTOMTION
TURNOUT, RAILWAY, COMPLETE, NO 5, 85 LB	1	Rail	EA	YDROW-5	RAIL EQP
TIRE, TROLLEY, GOODMAN EQUIPMENT 188273	4	Locomotives	EA	YP2BKWL	RAIL EQP
COUPLER,RAILWAY,AUTOMATIC: WESTMIN L27	1	Rail	EA	YP4I05A	RAIL EQP
COIL,ELECTRICAL: GOODMAN EQUIPMENT 427	1	Locomotives	EA	MP1E01B	ELEC COMP
COIL,ELECTRICAL: GOODMAN EQUIPMENT 427	1	Locomotives	EA	MP1E01B	ELEC COMP
RHEOSTAT: GOODMAN EQUIPMENT 2081546C00	1	Locomotives	EA	MP1F02A	ELEC COMP
RHEOSTAT: GOODMAN EQUIPMENT 2081546C00	1	Locomotives	EA	MP1F02A	ELEC COMP
RHEOSTAT: GOODMAN EQUIPMENT 2081546C00	1	Locomotives	EA	MP1F02A	ELEC COMP
RHEOSTAT: GOODMAN EQUIPMENT 2081546C00	1	Locomotives	EA	MP1F02A	ELEC COMP
RHEOSTAT: GOODMAN EQUIPMENT 2081546C00	1	Locomotives	EA	MP1F02A	ELEC COMP
CONTACT, ASSEMBLY, ELECTRICAL, GOODMAN 2	2	Locomotives	EA	M41C07	MISC
SHIELD, ARC, CHUTE, GOODMAN TROLLEY	1	Locomotives	EA	M41E05	MISC
PROPELLER SHAFT WITH UNIVERSAL GOODMAN	1	Locomotives	EA	M37E10	GEARS
WORM SHAFT: GOODMAN EQUIPMENT SB4524,U	1	Locomotives	EA	M37B07	AUTOMTION
COIL,ELECTRICAL: GOODMAN EQUIPMENT 427	2	Locomotives	EA	MP1E01B	ELEC COMP
LEVER,MANUAL CONTROL: GOODMAN EQUIPMEN	1	Locomotives	EA	M37E10	AUTOMTION
WHEEL, ORE CAR, MINE, 16", RIM THICKNESS	12	Locomotives	EA	YDROW-3	MISC
BRACKET: GOODMAN EQUIPMENT SB4538,HOUS	1	Locomotives	EA	M37B08	RAIL EQP
BLOCK: GOODMAN EQUIPMENT 751158,BEARIN	1	Locomotives	EA	M36A07	RAIL EQP
COIL, CONTACT, 275VDC, GOODMAN, NSI-197	1	Locomotives	EA	M41C08	MISC
WHEEL, RAIL, DRIFT CAR,CAST, 16", TF805	6	Rail	EA	YDROW-3	MISC
HOUSING,MECHANICAL DRIVE: GOODMAN EQUI	2	Locomotives	EA	M37B08	AUTOMTION
INTERLOCK, KIT, L67 GOODMAN	1	Locomotives	EA	M41C07	MISC
GEAR,WORM: GOODMAN EQUIPMENT SB6827	1	Locomotives	EA	M37C02	GEARS
GEAR,WORM WHEEL: GOODMAN EQUIPMENT 741	1	Locomotives	EA	M37E04	GEARS
JAW: GOODMAN EQUIPMENT SB4549,COUPLING	1	Locomotives	EA	M37B09	RAIL EQP
ARM,TORQUE: GOODMAN EQUIPMENT 740709,C	1	Locomotives	EA	MP1F01A	RAIL EQP
COIL,ELECTRICAL: GOODMAN EQUIPMENT 207	4	Locomotives	EA	M41C09	ELEC COMP
WORM SHAFT: GOODMAN EQUIPMENT SB11434	1	Locomotives	EA	M37C07	AUTOMTION
PLATE,END: GOODMAN EQUIPMENT 741188	1	Locomotives	EA	M37E03	ELEC EQUI
WORM SHAFT: GOODMAN EQUIPMENT SB11438	1	Locomotives	EA	M37C07	AUTOMTION
JAW: GOODMAN EQUIPMENT SB4548,COUPLING	1	Locomotives	EA	M37B09	RAIL EQP
SOCKET, GOODMAN EQUIPMENT 2076144	1	Locomotives	EA	M41F04	MISC
AXLE,DRIVING: GOODMAN EQUIPMENT SB6818	2	Locomotives	EA	MP1A03A	RAIL EQP
COIL,ELECTRICAL: GOODMAN EQUIPMENT 207	2	Locomotives	EA	M41C09	ELEC COMP
INTERLOCK, ELECTRICAL, GOODMAN	2	Locomotives	EA	M41C08	MISC
BOLT, TRACK, C/W HEX NUT	3	Locomotives	CO	YDROW-3	RAIL EQP
YOKE, GOODMAN EQUIPMENT 431452000 E/U:	1	Locomotives	EA	M41C08	MISC
BUSHING HALF, SLEEVE, GOODMAN EQUIPMENT	2	Locomotives	EA	M41D07	BEARINGS
CONNECTING ROD: NELMACO DESIGN 9,SPRIN	1	Locomotives	EA	YP1B05A	RAIL EQP
PLUG, GOODMAN EQUIPMENT 2076145	2	Locomotives	EA	M41F03	MISC
LINK,BRAKE ASSEMBLY GOODMAN EQUIPMENT	10	Locomotives	EA	M37F05	MISC HW
SPIKE, TRACK, 1/2" X 4 1/2', 100LB PAIL	4.5	Locomotives	CO	YDROW-3	RAIL EQP
STARWHEEL: GOODMAN EQUIPMENT 751928	1	Locomotives	EA	M37E09	ELEC EQUI
COUPLING,SHAFT,RIGID: GOODMAN EQUIPMEN	2	Locomotives	EA	M37E07	GEARS
COIL,MAGNETIC BLOWOUT: GOODMAN EQUIPME	1	Locomotives	EA	M37F05	ELEC COMP
CAP: GOODMAN EQUIPMENT 740140,AXLE C	4	Locomotives	EA	M37E07	RAIL EQP
LEVER,MANUAL CONTROL: GOODMAN EQUIPMEN	1	Locomotives	EA	M37E08	AUTOMTION
SCREW,ADJUSTING BRAKE SHOE: GOODMAN EQ	1	Locomotives	EA	MP1A03A	MISC HW
PLATE, FISH, SPLICE, 30 LB, 10 PAIR/BUND	?	Locomotives	BN	YDROW-3	RAIL EQP

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
RAIL,TRACK, 30 LB, 20', C/W STANDARD PUN	19	Rail	LN	LOWERYARD	RAIL EQP
BOLT, EYE, GOODMAN EQUIPMENT 1507368002	2	Locomotives	EA	M41D05	MISC
STARWHEEL: GOODMAN EQUIPMENT 751751,RE	3	Locomotives	EA	M37F04	ELEC EQUI
CAP,BEARING: GOODMAN EQUIPMENT 740115	2	Locomotives	EA	M37E02	RAIL EQP
CONTACT,MOVABLE,ELECTRICAL: GOODMAN EQ	1	Locomotives	EA	M20F06	ELEC COMP
BRAKE BAND ASSEMBLY: GOODMAN EQUIPMENT	1	Locomotives	EA	M37C02	MISC HW
HOLDER: GOODMAN EQUIPMENT 174138, SPRI	1	Locomotives	EA	M41C05	MISC
YOKE: GOODMAN EQUIPMENT SB11646 YOKE	3	Locomotives	EA	M37C08	MISC HW
BOLT,FLUID PASSAGE: GOODMAN EQUIPMENT	2	Locomotives	EA	M37C06	HOSE&FITT
ROCKER ARM: GOODMAN EQUIPMENT 751949,W	10	Locomotives	EA	M37F05	ELEC EQUI
SHOE, BRAKE, LOCOMOTIVE, GOODMAN	12	Locomotives	EA	M29F6&7	RAIL EQP
PLATE, FISH SPLICE BAR 19540 40LB RA	3	Locomotives	BN	YDROW-3	RAIL EQP
TRUNNION, GOODMAN EQUIPMENT 172162, DWG	1	Locomotives	EA	M37D08	RAIL EQP
BUSHING HALF,SLEEVE: GOODMAN EQUIPMENT	5	Locomotives	EA	M37B09	BEARINGS
CONTACT,ELECTRICAL: GOODMAN EQUIPMENT	1	Locomotives	EA	M37F08	ELEC COMP
BRAKE SHOE,LOCOMOTIVE, GOODMAN EQUIPMENT	8	Locomotives	EA	M31E08	MISC HW
CAP: GOODMAN EQUIPMENT 770182,AXLE C	1	Locomotives	EA	M37F03	RAIL EQP
BUSHING,SLEEVE: GOODMAN EQUIPMENT 9954	2	Locomotives	EA	M41D02	BEARINGS
COUPLING HALF,SHAFT: GOODMAN EQUIPMENT	6	Locomotives	EA	M37E04	GEARS
ADJUSTER: GOODMAN EQUIPMENT 1511277000	3	Locomotives	EA	M41D05	MISC
KNOB,CONTROL: GOODMAN EQUIPMENT 750938	1	Locomotives	EA	M37E07	OFF SUPPL
CONTACT FINGER,ELECTRICAL: GOODMAN 999	4	Locomotives	EA	M41E02	ELEC EQUI
LEVER: GOODMAN EQUIPMENT SB-10540 LE	4	Locomotives	EA	M37C06	RAIL EQP
COLLAR,SHAFT: GOODMAN EQUIPMENT 750311	2	Locomotives	EA	M37E04	AUTOMTION
SPRING, HELICAL, EXTENSION, GOODMAN EQUI	1	Locomotives	EA	M41D07	CONST MAT
CYLINDER, SEGMENT CONTACT, GOODMAN EQUIP	1	Locomotives	EA	M41E02	MISC
CONTACT,STATIONARY,ELECTRICAL: GOODMAN	1	Locomotives	EA	M37F07	ELEC COMP
SPRING, BLOCK, INTERLOCK, GOODMAN	4	Locomotives	EA	M41C08	MISC
CLAMP: GOODMAN EQUIPMENT 751808,STOP,R	2	Locomotives	EA	M37F03	ELEC EQUI
CONTACT,ELECTRICAL: GOODMAN EQUIPMENT	2	Locomotives	EA	M37F07	ELEC COMP
WESM-010 SPRINGS, LOCI 9"E/U: U/G LOCI	16	Locomotives	EA	M35F08	CONST MAT
CAP,BEARING: GOODMAN EQUIPMENT SB4539	2	Locomotives	EA	M37B08	RAIL EQP
CLAMP, COIL, GOODMAN	1	Locomotives	EA	M41D02	MISC
SPRING,HELICAL,COMPRESSION: GOODMAN EQ	12	Locomotives	EA	M37E05	CONST MAT
BRAKE DRUM: GOODMAN EQUIPMENT SB6823/C	1	Locomotives	EA	M37C02	MISC HW
CONNECTING LINK,RIGID: GOODMAN EQUIPME	2	Locomotives	EA	M37C08	AUTOMTION
SPRING,HELICAL,EXTENSION: GOODMAN EQUI	2	Locomotives	EA	M40C04	CONST MAT
COLLAR,SHAFT: GOODMAN EQUIPMENT 750671	4	Locomotives	EA	M37E06	AUTOMTION
ARMATURE,MOTOR: GOODMAN EQUIPMENT 2076	2	Locomotives	EA	M37F07	ELEC MOTO
CARBON BRUSH,ELECTRICAL CONTACT GOODMAN	15	Locomotives	EA	M41C06	ELEC COMP
COIL,MAGNETIC BLOWOUT: GOODMAN EQUIPME	1	Locomotives	EA	M37F08	ELEC COMP
PLATE,END: GOODMAN EQUIPMENT 740302	2	Locomotives	EA	M37E02	ELEC EQUI
STOP: GOODMAN EQUIPMENT 750939,FRICTIO	1	Locomotives	EA	M37E07	RAIL EQP
CONTACT,ELECTRICAL: GOODMAN EQUIPMENT	2	Locomotives	EA	M36A06	ELEC COMP
SPRING,HELICAL,COMPRESSION: GOODMAN EQ	1	Locomotives	EA	M37C04	CONST MAT
TIE, RAILROD, LUMBER, ROUGH, TREATED, 6"	84	Rail	EA	LOWERYARD	WOOD
PAD: GOODMAN EQUIPMENT 751817,ROD CLAM	3	Locomotives	EA	M37F05	ELEC EQUI
COIL,ELECTRICAL: GOODMAN EQUIPMENT 751	2	Locomotives	EA	M37E08	ELEC COMP
COIL,ELECTRICAL: GOODMAN EQUIPMENT 751	2	Locomotives	EA	M37E08	ELEC COMP
NUT,ROUND: GOODMAN EQUIPMENT SB7096	6	Locomotives	EA	M37C07	CONST MAT
COIL,ELECTRICAL: GOODMAN EQUIPMENT 751	2	Locomotives	EA	M37E08	ELEC COMP
SUPPORT: GOODMAN EQUIPMENT 751073,COIL	3	Locomotives	EA	M37E09	ELEC COMP
BLOCK: GOODMAN EQUIPMENT SB10543,EQUAL	1	Locomotives	EA	M37C06	RAIL EQP

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
FELT,MECHANICAL,PREFORMED: GOODMAN EQU	1	Locomotives	EA	M37D05	CONST MAT
HANGER, GOODMAN EQUIPMENT 1007053, 9.000	6	Locomotives	EA	M41D05	RAIL EQP
BUSHING,SLEEVE: GOODMAN EQUIPMENT 9998	2	Locomotives	EA	M41D02	BEARINGS
LEVER: GOODMAN EQUIPMENT 99986,CYLINDE	2	Locomotives	EA	M40B07	RAIL EQP
SHIELD, ARC GOODMAN EQUIPMENT 2076985	1	Locomotives	EA	M37F07	ELEC EQUI
BLOCK: GOODMAN EQUIPMENT SB10545/D-674	3	Locomotives	EA	M37C06	RAIL EQP
PANEL: GOODMAN EQUIPMENT 751069,END	1	Locomotives	EA	M37E08	ELEC COMP
CABLE ASSEMBLY,SPECIAL PURPOSE GOODMAN	30	Locomotives	EA	M41E7/8	ELEC CABL
TIE:RAIL HEMLOCK PT 6IN X 8IN X 6FT	6352	Rail	EA	MILL BYARD	RAIL EQP
PLATE,WEAR: GOODMAN EQUIPMENT 172633	8	Locomotives	EA	M37D08	RAIL EQP
TERMINAL BOARD: GOODMAN EQUIPMENT 7517	6	Locomotives	EA	M37F04	ELEC COMP
SPRING,HELICAL,EXTENSION: GOODMAN EQUI	8	Locomotives	EA	M37D02	CONST MAT
PIN,SHOULDER,HEADLESS: GOODMAN EQUIPME	4	Locomotives	EA	M37C09	CONST MAT
BRACKET: GOODMAN EQUIPMENT SB1532,BRAK	2	Locomotives	EA	M37B05	MISC HW
SPRING: GOODMAN EQUIPMENT 54783 SPRI	3	Locomotives	EA	M41E02	CONST MAT
NUT: GOODMAN EQUIPMENT 2081505000, LEF	2	Locomotives	EA	M40D04	MISC
SPIDER,UNIVERSAL JOINT: GOODMAN EQUIPM	1	Locomotives	EA	M37F05	MISC SPAR
INSULATOR: GOODMAN EQUIPMENT 751781,AR	2	Locomotives	EA	M37F06	ELEC EQUI
TIE, RAILROAD, 4" X 6" X 4', 30LB TRACK	180	Rail	EA	LOWERYARD	WOOD
SHIELD,ARC: GOODMAN EQUIPMENT 2076984	1	Locomotives	EA	M37F07	ELEC EQUI
CLAMP: GOODMAN EQUIPMENT 14851,FEEDER	13	Locomotives	EA	M29F07	ELEC EQUI
WASHER,LOCK,IMPERIAL: GOODMAN EQUIPMEN	4	Locomotives	EA	M37E08	CONST MAT
SEGMENT,HANDBRAKE: GOODMAN EQUIPMENT 7	1	Locomotives	EA	M37E07	RAIL EQP
COLLAR,SHAFT: GOODMAN EQUIPMENT SB6843	5	Locomotives	EA	M37C06	AUTOMTION
YOKE,UNIVERSAL JOINT: GOODMAN EQUIPMEN	2	Locomotives	EA	M37F06	GEARS
COLLAR: GOODMAN EQUIPMENT SB8624,OIL	7	Locomotives	EA	M37C04	RAIL EQP
COLLAR,SHAFT: GOODMAN EQUIPMENT SB8625	5	Locomotives	EA	M37C04	AUTOMTION
LINK,BRAKE ASSEMBLY: 4.500"LG,3.125"HO	2	Locomotives	EA	M37C07	RAIL EQP
TIE, RAILROAD, UNTREATED, 4" x 6" x 5'	367	Rail	EA	LOWERYARD	WOOD
RING,RETAINING: GOODMAN EQUIPMENT SB45	2	Locomotives	EA	M37B08	SEAL&GASK
LINK,BRAKE ASSEMBLY: GOODMAN EQUIPMENT	2	Locomotives	EA	M37C06	MISC HW
CONTACT,ELECTRICAL: GOODMAN EQUIPMENT	4	Locomotives	EA	M37D05	ELEC COMP
VALVE,QUICK RELEASE: GOODMAN EQUIPMENT	1	Locomotives	EA	M40D04	VALVES NP
COLLAR: GOODMAN EQUIPMENT 1005574,SPLA	2	Locomotives	EA	M37B09	RAIL EQP
INSULATOR: GOODMAN EQUIPMENT 149594	2	Locomotives	EA	M41C05	ELEC EQUI
SPRING,HELICAL,COMPRESSION: GOODMAN EQ	2	Locomotives	EA	M37F04	CONST MAT
CONNECTOR: GOODMAN EQUIPMENT 751076,PL	5	Locomotives	EA	M37E09	ELEC EQUI
SPRING: GOODMAN EQUIPMENT 14-192-532-0	2	Locomotives	EA	M41C08	MISC
SPRING,HELICAL,EXTENSION: GOODMAN EQUI	7	Locomotives	EA	M37F08	CONST MAT
ACTUATOR: GOODMAN EQUIPMENT 2076974 AC	3	Locomotives	EA	M36A05	ELEC COMP
NUT: GOODMAN EQUIPMENT SB11626,U/W BRA	3	Locomotives	EA	M37C08	RAIL EQP
AXLE, RAIL, CAR, ORE, ASSEMBLY, GRANBY	2	Rail	EA	YDROW-2	EQP LIFT
CHAIN, ROLLER, BUSH CHAIN, ACME	20	Track Jumbo	EA	RACK01	GEARS
VALVE, TRANSFER CAR NUMATICS 140BB400K	4		EA	M28A05	VALVES NP
CHOCK, WHEEL, 18" X 15" X 10", 165 TON	4		EA	YDROW-3	MISC SPAR
BIT, BUTTON, T45 THD, 3"x6", RETRAC STYL	78		EA	MP1B06	MOB H EQP
INSERT, THREAD, 0259201000E/U: 60254 SI	1	Simba	EA	U01A09	MOB H EQP
INSERT, THREAD, 0259206100E/U: 60254 SI	1	Simba	EA	U01A09	MOB H EQP
CYLINDER, HYDRAULIC, ARM, JIB, MELROE	1		EA	CYLACKB	GEARS
CYLINDER ASSEMBLY,ACTUATING,LI BOART 3	1		EA	CYLACKB	AUTOMTION
CYLINDER ASSEMBLY,ACTUATING,LI JOHN CL	1		EA	CYLACKE	AUTOMTION
CYLINDER, SWING, ROCKBREAKER, WESTMIN	1		EA	CYLACKG	AUTOMTION
TUBE, COOLANT ATLAS COPCO 5570550600	1		EA	FRNTWALL	PIPE&TUBE

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
CYLINDER, ACTUATING, TRAVERSE, R322, BOA	2		EA	CYLRACKE	AUTOMTION
CYLINDER ASSEMBLY,ACTUATING,LI CASE 11	?		EA	CYLRACKD	MOB H EQP
CYLINDER, HYDRAULIC RAIL SWING ATLAS C	?		EA	CYLRACKE	AUTOMTION
CYLINDER, HYDRAULIC, FRONT, ATLAS COPCO	?		EA	CYLRACKE	MOB H EQP
CYLINDER, FEED, CYLINDER, ROCKET BOOMER	?		EA	CYLRACKF	AUTOMTION
CYLINDER, FEED EXTENSION, HYDRAULIC, PAR	?		EA	CYLRACKF	MOB H EQP
RING, EXTENSION, HYDRACORE HAGBY HEAD	1	Kubota 420 dimond drill	EA	M24C08	SEAL&GASK
K762112310 SHAFT, DRIVE	2	Kubota Tractor/RTV	EA	NEW	MOB L SPP
DISC, CLUTCH, KUBOTA	1	Kubota Tractor/RTV	EA	U07C06	MISC SPAR
K759117952 KNUCKLE ASSY	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP
TANK, FUEL, KUBOTA	1	Kubota Tractor/RTV	EA	M51C01	MISC SPAR
PLATE, PRESSURE KUBOTA 3A011-2511-0E/	2	Kubota Tractor/RTV	EA	U07C06	MISC SPAR
BRACKET, REAR ASSEMBLY KUBOTA 3A021-41	1	Kubota Tractor/RTV	EA	U07D04	ELEC COMP
PLATE, BRAKE CAM RIGHT HAND KUBOTA 3A0	2	Kubota Tractor/RTV	EA	U07C05	MISC HW
VALVE, STEERING, CONTROL, KUBOTA	1	Kubota Tractor/RTV	EA	M13C04	VALVES NP
PLATE, BRAKE CAM L/H KUBOTA 3A011-6515	1	Kubota Tractor/RTV	EA	U07C05	MISC HW
BRACKET, FRONT ASSEMBLY KUBOTA 3A021-4	1	Kubota Tractor/RTV	EA	U07D05	ELEC COMP
PIPE, HYDRAULIC SUCTION PIPE KUBOTA 3A	1	Kubota Tractor/RTV	EA	U07D01	PIPE&TUBE
BRACKET, RETAINING KUBOTA 3A16197870	1	Kubota Tractor/RTV	EA	UC1116	MOB H EQP
6331386110 SEAL, OIL	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP
END, TIE ROD KUBOTA 3A021-6297-0 E/U	1	Kubota Tractor/RTV	EA	U08A06	MISC SPAR
SENDER, FUEL GAUGE KUBOTA 3A111-7530-0	1	Kubota Tractor/RTV	EA	U07D08	MISC SPAR
PIPE, HYDRAULIC PUMP TO TRANSMISSION K	1	Kubota Tractor/RTV	EA	U07D09	PIPE&TUBE
ADAPTER ASSEMBLY 55005676E/U: TAMROCK	2	Kubota Tractor/RTV	EA	UC1407	MOB H EQP
DRIVESHAFT KUBOTA 3A121-4132-0	2	Kubota Tractor/RTV	EA	U07D03	MISC SPAR
END, TIE ROD KUBOTA 3A021-6292-0 E/U:	3	Kubota Tractor/RTV	EA	U02B07	MISC SPAR
COVER, REAR SHAFT KUBOTA 3A161-41342	1	Kubota Tractor/RTV	EA	U07D01	MISC SPAR
PLATE, BRAKE FRICTION KUBOTA 32530-282	9	Kubota Tractor/RTV	EA	U07C05	MISC HW
PROPELLER, SHAFT, TC250-1463-0E/U: KUBO	1	Kubota Tractor/RTV	EA	U07D05	MOB H EQP
FORK, CLUTCH RELEASE SHIFTER KUBOTA 32	1	Kubota Tractor/RTV	EA	U07C09	MISC SPAR
PIPE, HYDRAULIC SUCTION KUBOTA 3A111-8	1	Kubota Tractor/RTV	EA	U07D01	PIPE&TUBE
CABLE, DIFF LOCK KUBOTA 3A121-4436-0	1	Kubota Tractor/RTV	EA	U07C06	MISC SPAR
PLUG, GLOW KUBOTA 19077-6551-0 E/U:	4	Kubota Tractor/RTV	EA	UC0706B	ELEC COMP
BEARING, CLUTCH RELEASE KUBOTA 3C0012	2	Kubota Tractor/RTV	EA	UC1116	BEARINGS
NUT KUBOTA 36330-4827	2	Kubota Tractor/RTV	EA	UC1116	CONST MAT
GASKET, OIL PAN ENGINE KUBOTA 16478-01	1	Kubota Tractor/RTV	EA	U07C10	SEAL&GASK
SEAL, AXLE SHAFT KUBOTA 36830-4825-0	4	Kubota Tractor/RTV	EA	U07D05	SEAL&GASK
BUSHING, FRONT AXLE SUPPORT KUBOTA 3A0	1	Kubota Tractor/RTV	EA	U07D05	ELEC COMP
COVER, DRIVESHAFT TUBE KUBOTA 3A021-41	2	Kubota Tractor/RTV	EA	U07C08	MISC HW
FILTER, HYDRAULIC, DONALDSON P551779	1	Kubota Tractor/RTV	EA	M16G03	FLTRS
PLATE, BRAKE KUBOTA 36330-6513-0	5	Kubota Tractor/RTV	EA	U07C04	MISC HW
COVER, SHAFT, FRONT, TC050-1457-3E/U: K	1	Kubota Tractor/RTV	EA	U07D05	MOB H EQP
CABLE, ENGINE EMERGENCY STOP KUBOTA 3A	4	Kubota Tractor/RTV	EA	U07C06	ELEC COMP
COVER, DRIVESHAFT FRONT KUBOTA 3A021-4	2	Kubota Tractor/RTV	EA	U07C08	ELEC COMP
SWITCH, OIL KUBOTA 15531-3901-0	2	Kubota Tractor/RTV	EA	UC1112	ELEC COMP
ROD, BRAKE KUBOTA 3A011-6741-0	1	Kubota Tractor/RTV	EA	U07C07	MOB H EQP
K759117873 PIN, REAR	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP
BEARING, BALL- KUBOTA 0810-06213E/U: KU	7	Kubota Tractor/RTV	EA	U01C08	BEARINGS
END, THREADED ROD KUBOTA 4504-9577-0	6	Kubota Tractor/RTV	EA	UC1114	MISC SPAR
COUPLING KUBOTA 33710-4131-0	5	Kubota Tractor/RTV	EA	UC1116	AUTOMTION
ROD, CLUTCH KUBOTA TRACTORS 3A011-2623	1	Kubota Tractor/RTV	EA	U07C07	MOB H EQP
HOSE,PREFORMED: KUBOTA 3A011-1746-0,RA	1	Kubota Tractor/RTV	EA	M40F04	HOSE&FITT
K759117860 BUSHING (KNUCKLE)	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP

Myra Falls Mine Ltd. - Other Inventory List

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	Stock	Related Equipment	Measure	Storage Bin	Material Group
FILTER, AIR, OUTER, DONALDSON P821575 E	4	Kubota Tractor/RTV	EA	M17G06	MISC SPAR
BULB, TD170-9901-0E/U: KUBOTA TRACTOR L	10	Kubota Tractor/RTV	EA	M13E07	LIGHTING
COLLAR, BRAKE KUBOTA 3A011-6516-0	5	Kubota Tractor/RTV	EA	UC1114	MISC HW
THERMOSTAT KUBOTA 19434-7301-0 E/U: K	1	Kubota Tractor/RTV	EA	UC1114	MISC SPAR
K756117842 WASHER (REA	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP
MOUNT, RUBBER CUSHION RADIATOR KUBOTA	2	Kubota Tractor/RTV	EA	UC1114	MISC HW
KEY, IGNITION, KUBOTA	2	Kubota Tractor/RTV	EA	U07D05	ELEC COMP
STUD, REAR WHEEL MOUNTING KUBOTA 35707	10	Kubota Tractor/RTV	EA	UC0203A	CONST MAT
PLUG, OIL PAN KUBOTA 15707-3375-0	1	Kubota Tractor/RTV	EA	UC1114	MISC HW
STUD, TD170-1428-0E/U KUBOTA	4	Kubota Tractor/RTV	EA	U07D06	CONST MAT
NUT, TIE ROD, ENDE/U: KUBOTA	1	Kubota Tractor/RTV	EA	UC0207B	CONST MAT
STUD, FRONT WHEEL MOUNTING KUBOTA 3258	5	Kubota Tractor/RTV	EA	UC0203A	CONST MAT
SPRING, BRAKE KUBOTA 3A0116581-0	7	Kubota Tractor/RTV	EA	UC1115	CONST MAT
O RING, AXLE END SEAL KUBOTA 04811-512	3	Kubota Tractor/RTV	EA	UC1306C	SEAL&GASK
0177451002 BOLT, FLANGE	8	Kubota Tractor/RTV	EA	NEW	MOB L SPP
O RING, FRONT AXLE SUPPORT KUBOTA 0481	2	Kubota Tractor/RTV	EA	UC1306C	SEAL&GASK
O RING KUBOTA 04816-00480	3	Kubota Tractor/RTV	EA	UC0912	SEAL&GASK
STUD, AXLE TUBE KUBOTA 35340-2738-0	1	Kubota Tractor/RTV	EA	UC1115	CONST MAT
FILTER, FUEL, DONALDSON P550012 E/U:	2	Kubota Tractor/RTV	EA	M16B04	FLTRS
O RING, FUEL FILTER KUBOTA 04811-50650	25	Kubota Tractor/RTV	EA	UC0913	SEAL&GASK
O RING KUBOTA 04816-00420	5	Kubota Tractor/RTV	EA	UC0912	SEAL&GASK
0481110260 O RING PKG	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP
MOUNT, RADIATOR KUBOTA 34070-1603-0	4	Kubota Tractor/RTV	EA	UC1114	MISC HW
BUSHING, SHIFTER LINKAGE KUBOTA 08511-	8	Kubota Tractor/RTV	EA	UC1114	MISC SPAR
SEAL, O-RING, KUBOTA	2	Kubota Tractor/RTV	EA	U09B05	SEAL&GASK
O-RING, 04811-10360E/U: KUBOTA	2	Kubota Tractor/RTV	EA	UC1308C	SEAL&GASK
WASHER, SADDLE KUBOTA 1511172200 E/U:	5	Kubota Tractor/RTV	EA	UC1114	CONST MAT
O RING, OIL CAP KUBOTA 04811-5030-0 E	2	Kubota Tractor/RTV	EA	UC1302A	SEAL&GASK
BOLT, AXLE END SEALING RETAINER KUBOTA	2	Kubota Tractor/RTV	EA	UC1115	CONST MAT
CAPSCREW KUBOTA 01176-51290 M12 X 90	6	Kubota Tractor/RTV	EA	UC0209B	CONST MAT
CAPSCREW KUBOTA 01176-52180 M12 X 80	44	Kubota Tractor/RTV	EA	U07D07	CONST MAT
NUT, FLANGE SELF-LOCKING KUBOTA 02771-	2	Kubota Tractor/RTV	EA	UC0207B	CONST MAT
CAPSCREW KUBOTA 01176-51250 M12 X 50	3	Kubota Tractor/RTV	EA	UC1115	CONST MAT
CAPSCREW KUBOTA 01176-51265 M12 X 65	30	Kubota Tractor/RTV	EA	U07D07	CONST MAT
PIN, SPRING KUBOTA 05411-00635	3	Kubota Tractor/RTV	EA	UC1116	CONST MAT
BEARING KUBOTA 07715-00805	4	Kubota Tractor/RTV	EA	UC1116	BEARINGS
CIRCLIP, EXTERNAL BRAKE KUBOTA 04612-0	2	Kubota Tractor/RTV	EA	UC1114	SEAL&GASK
SEAT, BALL KUBOTA 37150-2825-0	23	Kubota Tractor/RTV	EA	UC1116	MISC HW
WASHER KUBOTA 0401560100 11MM ID X 3	6	Kubota Tractor/RTV	EA	UC1114	CONST MAT
K759112350 CIR CLIP, E	4	Kubota Tractor/RTV	EA	NEW	MOB L SPP
0451250220 WASHE, SP	10	Kubota Tractor/RTV	EA	NEW	MOB L SPP
NUT KUBOTA 02176-50100 10MM FINE	6	Kubota Tractor/RTV	EA	UC1114	CONST MAT
PUMP, GEAR, HYDRAULIC, STEERING, KUBOTA	1	Kubota Tractor/RTV	EA	M13F08	PUMP HAND
STARTER, KUBOTA STARTER	1	Kubota Tractor/RTV	EA	M41A04	MOB H EQP
RADIATOR, ENGINE COOLANT KUBOTA 3A111-	1	Kubota Tractor/RTV	EA	UP01A05	EQP AIRCO
STARTER, ENGINE, KUBOTA TRACTOR	1	Kubota Tractor/RTV	EA	UP01C03	ELEC COMP
RADIATOR, COOLANT, ENGINE, KUBOTA 3A031-9	2	Kubota Tractor/RTV	EA	UP01A05	EQP AIRCO
NOZZLE, FUEL INJECTION KUBOTA 1C015300	4	Kubota Tractor/RTV	EA	U02A03	MISC SPAR
CIRCLIP, EXTERNAL KUBOTA 0461200220	4	Kubota Tractor/RTV	EA	UC1114	SEAL&GASK
CA.01.1.18 BELLMOUTH COUPLER	4	Price mine Loci parts	EA	YP5B04B	MOB H SPP
GC.04.4.18.5 DUMPS ROLLER	6	Price mine Loci parts	EA	YP5B04B	MOB H SPP
IF123660 CHARGE VALVE, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M36C06	MOB H EQP
SHOCK, FRONT, KOVATERRA UT99 IF124879	2	Kovaterra Minecat UT99	EA	M42C07	MOB H EQP

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
IFI23341 SHIFTER ASSY., KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M36C05	MOB H EQP
IFI26647 ALTERNATOR & PULLEY 120AMP **,	1	Kovaterra Minecat UT99	EA	M42C08	MOB H EQP
IFI23336 BRAKE VALVE,UT99, KOVATERRA UT9	1	Kovaterra Minecat UT99	EA	M36C05	MOB H EQP
STARTER,CUMMINS ENGINE, KOVATER IFI24819	1	Kovaterra Minecat UT99	EA	M42C04	MOB H EQP
LEAF SPRING, KOVATERRA UT99 IFI29910	2	Kovaterra Minecat UT99	EA	YP3DFLA	MOB H EQP
DRIVELINE, REAR, KOVATERRA UT99 IFI13015	1	Kovaterra Minecat UT99	EA	MP3E04	MOB H EQP
IFI27578 WINDOW GLASS, FRONT, KOVATERRA	1	Kovaterra Minecat UT99	EA	YP3DFLA	MOB H EQP
IFI23829 PEDAL, THROTTLE, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M36C05	MOB H EQP
IFI13014 DRIVELINE, FRONT, KOVATERRA UT9	1	Kovaterra Minecat UT99	EA	M42C09	MOB H EQP
IFI20546 MASTER SWITCH, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C07	MOB H EQP
IFI24560 ACCUMULATOR, DIAPHRAM LOW TEMP,	4	Kovaterra Minecat UT99	EA	M42C05	MOB H EQP
IFI27598 MIRROR, SIDE, W/ SWING ARM, HO,	1	Kovaterra Minecat UT99	EA	M42C04	MOB H EQP
IFI33444, 2000 HR FILTER KIT, UT99	1	Kovaterra Minecat UT99	EA	MEZZB03	MOB H EQP
IFI26840 WIPER MOTOR KIT - 12V, KOVATERR	1	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
SWITCH COMPLETE/BRAKE BUTTON, IFI21741	3	Kovaterra Minecat UT99	EA	M42B05	MOB H EQP
IFI25409, 1000 HR FILTER KIT, UT99	1	Kovaterra Minecat UT99	EA	MEZZB03	MOB H EQP
IFI25431 FAN,7 PLA BLADE, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C02	MOB H EQP
IFI33443, 250 HR FILTER KIT, UT99	4	Kovaterra Minecat UT99	EA	MEZZB01	MOB H EQP
IFI04968 SWITCH, LIMIT, KOVATERRA UT99	2	Kovaterra Minecat UT99	EA	M42C03	MOB H EQP
IFI26823 SWITCH,STOP LIGHT, KOVATERRA UT	1	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
IFI32078 VALVE, PRESSURE REDUCING, KOVAT	1	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI01214 METER, HOUR, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42B05	MOB H EQP
IFI00769 HAND PUMP, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI25464 V BELT,GATORBACK - 49", KOVATER	2	Kovaterra Minecat UT99	EA	M42C02	MOB H EQP
IFI32079 SWITCH, PRESSURE 200PSI FALLING	2	Kovaterra Minecat UT99	EA	M42C03	MOB H EQP
IFI04045 ARM ,STEERING, KOVATERRA UT99	2	Kovaterra Minecat UT99	EA	M36D04	MOB H EQP
IFI01182 SWITCH IGNITION, KOVATERRA UT99	2	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI11179 LOWER RAD HOSE UT99, KOVATERRA	1	Kovaterra Minecat UT99	EA	M36D09	MOB H EQP
IFI01209 GAUGE OIL TEMP, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42B05	MOB H EQP
IFI00096 CARTRIDGE, KOVATERRA UT99	2	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI24111 SILICNE HOSE,45DEG-CUT TO FIT,	1	Kovaterra Minecat UT99	EA	M36E06	MOB H EQP
IFI28520 ELBOW, 2.5"ID -TRIM TO FIT, KOV	1	Kovaterra Minecat UT99	EA	M42C04	MOB H EQP
IFI11178 UPPER RAD HOSE UT99, KOVATERRA	1	Kovaterra Minecat UT99	EA	M36D09	MOB H EQP
IFI00494 SOLENOID,DIN, KOVATERRA UT99	3	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI28879 U-JOINT - GREASABLE, KOVATERRA	9	Kovaterra Minecat UT99	EA	M42D09	MOB H EQP
IFI00094 VALVE, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI20288 SWITCH,TEMP, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
IFI32076 VALVE, RELIEF, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI01212 GAUGE FUEL, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42B05	MOB H EQP
IFI25058 CAP, FILLER, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C05	MOB H EQP
IFI26008 TAIL LIGHT, KOVATERRA UT99	2	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
IFI35592 LED LIGHT, 6DIODE - GREEN BEZEL	2	Kovaterra Minecat UT99	EA	M36E06	MOB H EQP
IFI20326 SHOCK, REAR, KOVATERRA UT99	4	Kovaterra Minecat UT99	EA	M42C08	MOB H EQP
IFI27605 DOOR CHECK MINECAT, KOVATERRA U	1	Minecat	EA	M42C06	MOB H EQP
IFI01790 GAUGE OIL PRESS, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42B05	MOB H EQP
IFI27568 HANDLE, PUSH BUTTON, EXTERIOR,	1	Kovaterra Minecat UT99	EA	M46B06	MOB H EQP
IFI01207 GAUGE WATER TMP, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C06	MOB H EQP
IFI24138 LATCH, STAINLESS STEEL, UT99C,	1	Kovaterra Minecat UT99	EA	M46B06	MOB H EQP
IFI33013 SENDER, FUEL, KOVATERRA UT99	1	Kovaterra Minecat UT99	EA	M42C02	MOB H EQP
IFI31771 PRESS SWITCH, 100 PSI FALLING,	1	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
IFI31774 PRESS SWITCH, 30 PSI FALLING, K	1	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
IFI31769 PRESS SWITCH, 750 PSI FALLING,	2	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP
IFI31772 PRESS SWITCH, 60 PSI FALLING, K	2	Kovaterra Minecat UT99	EA	M42B06	MOB H EQP

Myra Falls Mine Ltd. - Other Inventory List

Material Description	Confirmed		Base Unit Of		
	Stock	Related Equipment	Measure	Storage Bin	Material Group
IFI31768 PRESS SWITCH, 950 PSI FALLING,	2	Kovattera Minecat UT99	EA	M42C04	MOB H EQP
IFI32077 VALVE, RELIEF, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C06	MOB H EQP
IFI01309 RELAY, POWER, KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
IFI00776 CARTRIDGE, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C06	MOB H EQP
IFI23812 LED WARNING LIGHT, KOVATERRA UT	2	Kovattera Minecat UT99	EA	M36C06	MOB H EQP
IFI01208 SENDER, TEMP, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
IFI31715 HANDLE, CRANK, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C04	MOB H EQP
IFI21738 SWITCH COMPLETE, 2WAY, KOVATERR	1	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
IFI21740 SWITCH COMPLETE, 3WAY, KOVATERR	1	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
IFI24083 HUMP, CONNECTOR, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M36E06	MOB H EQP
DUAL ACTION ARM, KOVATERRA UT99 IFI20661	2	Kovattera Minecat UT99	EA	M46B06	MOB H EQP
IFI04967 LIMIT SWITCH ROLLER, KOVATERRA	2	Kovattera Minecat UT99	EA	M42C05	MOB H EQP
IFI00011 ALARM BACKUP 12/24 VOLT, KOVATE	1	Kovattera Minecat UT99	EA	M42C06	MOB H EQP
IFI31432 ELEMENT, FILTER, KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M42C03	MOB H EQP
SUSPENSION STRAP KOVATERRA UT99 IFI13595	2	Kovattera Minecat UT99	EA	M42B06	MOB H EQP
IFI25071 PLUG, THREADED, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C05	MOB H EQP
IFI03887 ELBOW, 3.5"X3", KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M36D09	MOB H EQP
IFI24154 FUSE, 500 AMP, KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M36D05	MOB H EQP
IFI00014 HORN, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C06	MOB H EQP
IFI03496 REDUCER, RUBBER, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M36D09	MOB H EQP
IFI27525 LINK, WIPER, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42B07	MOB H EQP
IFI24911 WASHER, SEALING, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C05	MOB H EQP
IFI01185 BREAKER 20 AMP, KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M42C06	MOB H EQP
IFI24759 CAP. DUST, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42C05	MOB H EQP
IFI22364 ELBOW 2.5", KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M36D07	MOB H EQP
IFI31194 BUSHING, LEAF SPRING, KOVATERRA	6	Kovattera Minecat UT99	EA	M42C03	MOB H EQP
IFI04715 STUD , KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M36D06	MOB H EQP
RELAY 30 AMP 12V KOVATERRA UT99 IFI01297	5	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
IFI02835 NUT, WING, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
ELBOW (90), KOVATERRA UT99 IFI02997	2	Kovattera Minecat UT99	EA	M36D09	MOB H EQP
IFI27523 WIPER LINK, 3.38, KOVATERRA UT9	1	Kovattera Minecat UT99	EA	M42B06	MOB H EQP
IFI20462 MOMENTARY, PUSH BUTTON, KOVATER	1	Kovattera Minecat UT99	EA	M42B05	MOB H EQP
IFI26834 WIPER BLADE 18", KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M42B07	MOB H EQP
IFI03053 STRAP KIT, KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M36D06	MOB H EQP
IFI02957 CONNECTOR, DIN, KOVATERRA UT99	4	Kovattera Minecat UT99	EA	M42D08	MOB H EQP
IFI02836 SCREW, WING, KOVATERRA UT99	1	Kovattera Minecat UT99	EA	M42D08	MOB H EQP
IFI28648 CAP, OVERFLOW BOTTLE, KOVATERRA	1	Kovattera Minecat UT99	EA	M42C04	MOB H EQP
IFI24165 FUSE 50 AMP (MAIN PANEL), KOVAT	2	Kovattera Minecat UT99	EA	M42C05	MOB H EQP
IFI04038 NUT, M20X1.5, KOVATERRA UT99	2	Kovattera Minecat UT99	EA	M36D06	MOB H EQP
IFI33030 NUT, WHEEL, KOVATERRA UT99	6	Kovattera Minecat UT99	EA	M42C05	MOB H EQP
IFI33154 WASHER, KOVATERRA UT99	6	Kovattera Minecat UT99	EA	M42C05	MOB H EQP

SCHEDULE "B"
MYRA AND AUCTIONEER'S RESPONSIBILITIES

The following sets out Myra's and Auctioneer's respective responsibilities with respect to the disposition of the Assets. The parties acknowledge and agree that:

General

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with Myra and is otherwise not a Myra employee or assign, nor is it assuming the legal responsibilities, duties or obligations of Myra or of a "Secured Party".
2. The Auctioneer will carry out the Auction in an orderly and professional manner, in accordance with industry practices.
3. The Auctioneer will determine the best way of selling the Assets at the Auction. Any offers presented or received prior to the Auction will be discussed with Myra.
4. The Auctioneer will not be responsible for the following costs, claims, or liabilities, even if such are payable:
 - (a) lease payments to third parties under any leases of the Assets;
 - (b) any pre-existing environmental costs;
 - (c) any legal costs associated with dealing with liens against the Assets; and,
 - (d) any product warranties, conditions, or liabilities, including without limitation those set forth in the *International Sale of Goods Contracts Convention Act* (Canada).

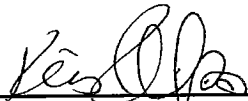
Taxes

5. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to Myra, all social services tax, provincial sales tax (if applicable), goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.
6. The Auctioneer shall indemnify and hold Myra harmless from any and all demands, liabilities or claims, including, but not limited to, fines, penalties, losses, costs and expenses, which Myra may sustain, incur or be subject to, arising out of, or by reason of, any failure by the Auctioneer to collect, pay or remit any applicable taxes under, or in accordance with, the provisions of the *Excise Tax Act* (Canada) in relation to the sale of the Assets in accordance with the Auction (including without limiting the generality of the foregoing in respect of the Buyer's Premium described in Section 2.1 of this Agreement).

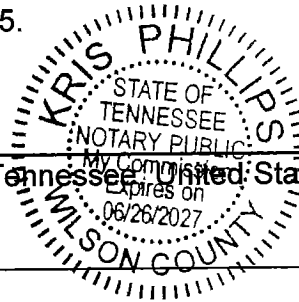
Insurance

7. The Auctioneer will maintain insurance, and will provide to Myra proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming Myra as beneficiary of such insurance, providing for coverage of not less than \$5,000,000 per occurrence and otherwise in a form satisfactory to Myra acting reasonably.
8. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Auction shall be considered Net Sale Proceeds.

This is Exhibit "B" referred to in the Affidavit of HEIN FREY, affirmed before me at Tennessee, United States, this 21st day of January, 2025.



A Notary for taking Affidavits within Tennessee, United States
511 Union St., Ste 2700
Nashville, TN 37219



615 426 3029

From: David McDonald <dmcDonald@fasken.com>
Sent: Friday, December 27, 2024 7:23:50 AM
To: Mario Santos <Mario.Santos@unifor.org>
Cc: Frey, Hein <Hein.Frey@myrafallsmine.com>
Subject: Myra Falls Mining -and- Unifor: proposed MOA

Mario,

We are planning for 2025. While we are frustrated by the lack of meaningful negotiations with Unifor to date, we want to ensure that we have made every possible attempt to reach a compromise with UNIFOR that enhances the possibility of a successful restart at Myra Falls. To this end we have made a number of changes to the MOA that was provided in early November, in the hope that this revised version might form the basis for further discussions in early January. We have also attached a proposed renewal collective agreement that is schedule B to the attached MOA.

I request that you review this version of the MOA and confirm whether UNIFOR has interest in further meetings (either in person in Vancouver or Campbell River, or virtually) in January to discuss a path forward. If you can provide feedback in writing, we would appreciate that.

Please accept my best wishes for the holiday season.

Dave

David McDonald*

Partner

T [+1 604 631 4751](tel:+16046314751) M [+1 604 762 1126](tel:+16047621126)

dmcDonald@fasken.com | www.fasken.com/en/David-McDonald

FASKEN

Fasken Martineau DuMoulin LLP

550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3

*Law Corporation

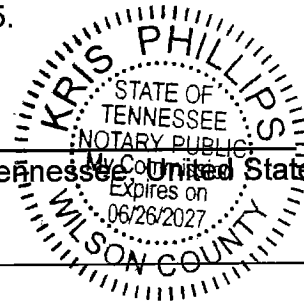
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This is Exhibit "C" referred to in the Affidavit of HEIN FREY, affirmed before me at Tennessee, United States, this 21st day of January, 2025.



A Notary for taking Affidavits within Tennessee, United States
511 Union St., Ste 2700
Nashville, TN 37219
615 426 3029





William C. Kaplan, Q.C., FCI Arb.

Senior Counsel | Vancouver

Bill.kaplan@shaw.ca
604-218-2721

Bill now focuses his practice on arbitration and mediation work as a neutral. He has been engaged on a variety of matters reflecting his experience in corporate/commercial matters, restructuring, securities legislation, real estate and development, and a broad range of business-related issues. Bill has appeared before all levels of the Court system in British Columbia, including the Supreme Court of Canada, as well as appearing before numerous administrative tribunals, private arbitration panels, and mediations. He is experienced in alternative dispute resolution and is a Fellow of the Chartered Institute of Arbitrators.

Bill commenced his legal career as a labour and employment lawyer acting principally for employers and individuals. He has had experience in the full range of labour matters from certifications to collective bargaining to health and safety issues to industrial conflict management. While at Harvard Law School Bill assisted Professor Paul Weiler on his commission by the Ontario Provincial government to re-write Ontario's workers compensation statute. Bill's assistance was general but specifically involved the drafting of the dispute resolution provisions of the statute which eventually was enacted by the Ontario legislature.

Bill expanded his practice after his firm merged with Blake Cassels and Graydon to include a wide range of commercial and related litigation matters as described above and referenced below. He has frequently advised boards of directors on a wide range of matters including directors liability and fiduciary duty issues, labour and employment, legal/financial matters and creditor debtor issues.

Bill has been actively involved in charitable and not for profit volunteer work for many years. He has been on the Board of and past Chairman of Continuing Legal Education Society, and an adjunct professor of law at Allard Law school teaching initially labor law and then a negotiations course for many years. Bill has been on the Board and is a past president of the Vancouver Lawn Tennis Club and other non-profit boards. He is currently Chair of Jewish Family Services of Greater Vancouver (a social service agency that operates a food bank, low cost counselling clinic, home care support for seniors and a variety of other services), Vice-president of Edgewood Foundation (a charitable organization that provides, among other services, sponsorship money to persons in need for the cost of residential treatment of substance abuse or related addiction issues as well as after care programs) and a Director of the Richmond Country Club.

Select Experience

- **Mediator in a variety of disputes including issues arising from the sale of a business, insolvency administrator claims, a mining development dispute, shareholder disputes, and other commercial matters.**
- **Arbitrator appointed in several commercial and contract disputes.**
- **Counsel for Cactus Club Restaurants Ltd. on a variety of matters including landlord-tenant issues, an intellectual property and contract claim against a competitor, *Liquor Control Act* matters, and *Company Act* issues**

- **Counsel to a consortium of producers in the BC Court of Appeal constitutional questions reference hearing concerning the British Columbia government amendments to the Environmental Protection Act relating to the importation or possession of heavy oil.**
- **Counsel for a national landlord in arbitration proceedings concerning payments under a lease**
- **Counsel for a large information technology services provider in arbitration proceedings concerning a client collection dispute**
- **Counsel for Kingsett Capital Inc. in the restructuring proceedings concerning Sunrise Properties**
- **Counsel for 26 strata owners in court proceedings concerning a contractual land consolidation development matter**
- **Successful defense of the former owner of the Vancouver Canucks hockey team and arena in an action to overturn a transaction to sell an interest in the team and arena**
- **Advising numerous Boards of Directors of both public and private companies on specific liability issues and, in particular, liability issues arising in circumstances of corporate insolvency**

Awards & Recognition

Bill is continually recognized as a leading lawyer by a number of rankings and publications including:

- *Best Lawyers in Canada* 2017: Awarded Lawyer of the Year: Litigation & Dispute Resolution
- *Best Lawyers in Canada* 2008, 2010 - 2020 (Various Years - Leading Lawyer: Insolvency and Financial Restructuring; Corporate and Commercial Litigation, 2015 - 2016, 2018-2020 Appellant Practice; 2016 - 2017, 2021, Appellant Law; 2016 - 2020 Construction Law)
- *The Legal 500 Canada* 2014 - 2019 (Various Years - Leading Lawyer/Recommended: Dispute Resolution - British Columbia; Restructuring & Insolvency - British Columbia)
- *Chambers Global: The World's Leading Lawyers for Business* 2009 - 2018 (Dispute Resolution; Restructuring/Insolvency)
- *Chambers Canada: Canada's Leading Lawyers for Business* 2016 - 2018 (Restructuring & Insolvency; Dispute Resolution)
- *The Canadian Legal Lexpert Directory* 2008 - 2019 (Various Years - Leading Lawyer/Recommended: Insolvency & Corporate Restructuring; Recommended: Litigation - Directors' & Officers' Liability)
- *IFLR1000: The Guide to the World's Leading Financial Law Firms* 2014 - 2018 (Leading Lawyer/Highly Regarded: Restructuring/Insolvency)
- *The Lexpert Guide to the Leading US/Canada Cross-Border Litigation Lawyers in Canada* 2013 - 2015, 2017 (Various Years - Leading Lawyer: Insolvency & Financial Restructuring; Recommended: Litigation - Corporate Commercial)
- *Who's Who Legal: Canada* 2010 - 2015, 2017, 2018, 2020 (Insolvency and Financial Restructuring)
- *Who's Who Legal: Insolvency & Restructuring* 2010 - 2017 (Leading Lawyer: Insolvency and Financial Restructuring)
- *Benchmark Canada: The Definitive Guide to Canada's Leading Litigation Firms and Attorneys* 2013 - 2015, 2017 - 2018 (Various Years - National and/or Provincial Litigation Star: Insolvency Litigation, Securities Litigation, Sports/Entertainment, and Commercial Litigation)
- *Legal Media Group's Guide to the World's Leading Insolvency and Restructuring Lawyers* 2013 - 2014 (Leading Lawyer: Insolvency and Restructuring)

- *Legal Media Group's Guide to the World's Leading Lawyers in Banking, Finance and Transactional Law 2014 (Leading Lawyer: Insolvency and Restructuring)*

Professional Activities

Bill is a member of Insolvency Institute of Canada, and a past chairman and a past member of the board of directors of the Continuing Legal Education Society of British Columbia. He was a founding member of the Dean's Advisory Committee to the National Centre for Business Law at the University of British Columbia.

Bill was an adjunct professor of law at the University of British Columbia for over 25 years, where he instructed a negotiations course.

Bill was appointed Queen's Counsel (British Columbia) in 2001.

Education

Admitted as a Fellow of the Chartered Institute of Arbitrators – 2016
LL.M., Harvard University – 1981

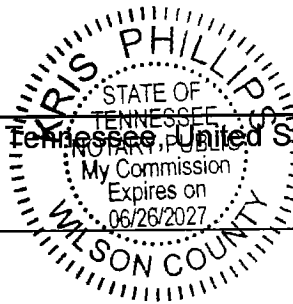
Admitted to the British Columbia Bar – 1980
LL.B., University of British Columbia – 1979
B.A., University of British Columbia – 1975

This is Exhibit "D" referred to in the Affidavit of HEIN FREY, affirmed before me at Tennessee, United States, this 21st day of January, 2025.



A Notary for taking Affidavits within Tennessee, United States
511 Union St., Ste 2700
Nashville, TN 37219

615-426-3029



Archived: Monday, January 20, 2025 4:04:38 PM

From: [David McDonald](#)

Sent: Fri, 17 Jan 2025 15:59:27

To: [Mario Santos](#)

Cc: [Frey, Hein](#)

Subject: RE: [EXT] RE: Myra Falls Mining -and- Unifor: proposed MOA

Importance: Normal

Sensitivity: None

Mario

For the Union's information, Myra Falls will be proposing Bill Kaplan KC to the court to be appointed for a mediation to be held in Vancouver on February 18-20. Here is a link to more info on Mr. Kaplan if you don't know him: [Home - Bill Kaplan | Arbitrator & Mediator](#)

Dave

\itap4David McDonald\itap4*

\itap4Partner

\itap4T +1 604 631 4751\itap4 \itap4M +1 604 762 1126\itap4 \itap4dmcDonald@fasken.com

\itap3Fasken Martineau DuMoulin LLP

\itap3*Law Corporation

From: Mario Santos

Sent: January-15-25 5:01 PM

To: David McDonald

Cc: Frey, Hein

Subject: RE: [EXT] RE: Myra Falls Mining -and- Unifor: proposed MOA

{CAUTION: This email originated from outside of Fasken. Exercise care before clicking links or opening attachments.}

Hi David,

Thank you for the email. We look forward to the hearing.

Mario Santos

Area Director BC

Directeur local C.-B.





326-12th Street, New Westminster BC

Cell: 604-349-9058

Fax: 604-522-8975

Mario.santos@unifor.org

 [@UniforTheUnion](#) | [@SyndicatUnifor](#)

 facebook.com/UniforCanada | facebook.com/SyndicatUnifor

From: David McDonald <dmcdonald@fasken.com>
Sent: January 15, 2025 4:31 PM
To: Mario Santos <Mario.Santos@unifor.org>
Cc: Frey, Hein <Hein.Frey@myrafallsmine.com>
Subject: RE: [EXT] RE: Myra Falls Mining -and- Unifor: proposed MOA

Attention: This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

Mario,

I write further to our email exchange of January 8, 2024 below. I have been asked to notify the Union that Myra Falls' insolvency counsel will be bringing a motion on January 29, 2025 to the CCAA judge. That motion will request that the Court appoint a mediator to assist the Company and the Union in their efforts to come to terms that might permit a reopening if market conditions were right.

The materials supporting the motion will be served by the Company's insolvency counsel on the Union's insolvency counsel on or around January 22, 2025.

We hope this will assist the parties in generating productive discussions.

Dave

\itap4David McDonald\itap4*

\itap4Partner

\itap4T +1 604 631 4751\itap4 \itap4M +1 604 762 1126\itap4 \itap4dmcdonald@fasken.com

\itap3Fasken Martineau DuMoulin LLP

\itap3*Law Corporation

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 #8 OF HEIN FREY

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