



This is the 7<sup>th</sup> affidavit of  
Brendan Creaney in this case and was  
made on October 11, 2022

No. S-226670  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, C. 57, AS AMENDED AND THE *BUSINESS  
CORPORATIONS ACT*, S.N.B. 1981, C. B-9.1, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF TREVALI MINING  
CORPORATION AND TREVALI MINING (NEW BRUNSWICK) LTD.

PETITIONERS

**AFFIDAVIT**

I, Brendan Creaney, of 1900 – 999 West Hastings Street, Vancouver, British Columbia, AFFIRM  
THAT:

**I. INTRODUCTION**

1. I am the Chief Financial Officer of Trevali Mining Corporation ("**Trevali Corp.**"), a petitioner in this proceeding and the one hundred (100) percent owner of the other petitioner in this proceeding, Trevali Mining (New Brunswick) Ltd. ("**Trevali NB**", together with Trevali Corp., the "**Applicants**"). As such, I have personal knowledge of the matters deposed to in this affidavit except where I depose to a matter based on information from an informant I identify, in which case I believe that both the information from the informant and the resulting statement are true.

2. Capitalized terms not otherwise defined in this affidavit have the meanings ascribed to them in my Affidavit #1 made in these proceedings on August 19, 2022. All references to currency amounts in this Affidavit are in United States dollars (the Applicants' functional currency) unless otherwise indicated.

3. I make this affidavit in support of the Applicants' request for orders:

- (a) approving an "**Interim Financing Term Sheet**" pursuant to which Trevali Corp. will be authorized to borrow up to the principal amount of \$16,500,000 (the "**Interim Financing**") from the RCF Lenders (being the Applicants' senior secured lenders) and granting a corresponding "**Interim Financing Charge**" in favour of the RCF Administrative Agent, on behalf of the RCF Lenders, to secure the Applicants' obligations with respect to the Interim Financing;
- (b) approving a "**Settlement Agreement**" between the RCF Administrative Agent, for and on behalf of the RCF Lenders, Glencore International AG, Glencore AG, and Glencore Canada Corporation (collectively, "**Glencore**"), Trevali Corp., Trevali NB, GLCR Limited, Trevali Holdings (Bermuda) Ltd., Boundary Ventures Limited, Wilru Investment One Hundred and Thirty Four (Proprietary) Limited, Rosh Pinah Base Metals (Proprietary) Limited, and Rosh Pinah Holdings (Proprietary) Limited; and
- (c) extending the stay of proceedings up to and including December 15, 2022.

## II. THE INTERIM FINANCING TERM SHEET

4. The Applicants' need for additional funding was identified by the Applicants and the Monitor in the materials filed in connection with this Court's approval of the Applicants' CCAA sales and investment solicitation process (the "**SISP**") on September 14, 2022. The Applicants require the proposed Interim Financing to (a) fund their ongoing restructuring efforts, including the SISP, and (b) continue operations at the Rosh Pinah Mine, all of which is to preserve value for their stakeholders.

5. The Applicants' need for interim financing has now become urgent. Their most recent cashflow (a copy of which is attached as **Exhibit "A"** to this Affidavit) demonstrates that the Applicants (a) require a first tranche of interim financing during the week ending October 25, 2022, meaning that this funding may be required as early as October 19; and (b) will require funding in the amount of approximately \$16 million to finance their ongoing operations and restructuring efforts up to and including the week ending January 31, 2023. The urgency is

compounded by the time it takes to obtain funds from the RCF Lenders (which are a syndicate of lending institutions), advance those funds to Trevali Corp., and then further advance those funds through various international channels and entities to ultimately provide funds to RPZC in Namibia.

6. While the Applicants have considered different options for meeting their financing needs, since September 2022 their efforts to obtain the required financing have been focused on discussions with the RCF Administrative Agent regarding the possibility of the RCF Lenders serving as interim lenders given their status as significant stakeholders of the Applicants and the Applicants senior secured creditor.

7. The Applicants have now agreed with the RCF Administrative Agent on the terms of an Interim Financing Term Sheet (a copy of which is attached as **Exhibit "B"** to my Affidavit) pursuant to which the RCF Lenders will make the necessary Interim Financing available to the Applicants. The Interim Financing Term Sheet has been approved by Trevali Corp. and, as noted below, is also approved by Glencore pursuant to the Settlement Agreement.

8. As discussed below, the Interim Financing Term Sheet forms part of a broader Settlement Agreement among the RCF Lenders (through the RCF Administrative Agent), Glencore (as the Applicants' second-ranking secured creditor and the sole and exclusive purchaser of the concentrates produced by Trevali), and the Applicants, which resolves disputes among the parties and facilitates the provision of the Interim Financing and the implementation of the SISP.

9. The terms of the proposed Interim Financing, which are more fully set out in the Interim Financing Term Sheet, are as follows (with capitalized terms not otherwise defined in this affidavit or my Affidavit #1 having the meanings ascribed to them in the Interim Financing Term Sheet):

<b>Borrower:</b>	Trevali Corp.
<b>Guarantors:</b>	As in the RCF Credit Agreement
<b>Lenders:</b>	RCF Lenders
<b>Purpose:</b>	To fund the ordinary course working capital and other general corporate purposes of Trevali Corp. and the ongoing operations of the Rosh Pinah Mine, but not the operations of either of the Caribou or Perkoa Mines.

<b>Documentation:</b>	Interim Financing will be provided pursuant to an amendment to the existing RCF Credit Agreement between Trevali Corp. and the RCF Lenders (the "5th Amendment").
<b>Interest/Applicable Margin:</b>	Currently 13.45% - being the "Base Rate" under the RCF Credit Agreement (which I understand is currently approximately 5.45%) plus 8%.
<b>Interim Financing Charge:</b>	A priority charge in favour of the RCF Administrative Agent, for and on behalf of the RCF Lenders.
<b>Security:</b>	As per the RCF Credit Agreement and the Interim Financing Charge.
<b>Priority of Interim Financing Charge:</b>	After the Administration Charge, the D&O Charge, the Intercompany Advances Charge, the KERP Charge, and the Sales Agent Charge (but only in respect of amounts payable to the Sales Agent upon completion of a sale of Rosh Pinah pursuant to the SISP), and prior to that portion of the Sales Agent Charge that is in respect of all remaining amounts secured thereby.
<b>Maturity Date/Repayment:</b>	The earlier of: (a) 180 days after court approval; (b) completion of a transaction for the Applicants' assets for gross proceeds in excess of \$16.5 million; (c) the implementation of a CCAA plan acceptable to the RCF Lenders; (d) the date on which the ARIO expires or these CCAA proceedings are terminated; and (e) the occurrence of certain Events of Default in respect of which the RCF Lenders have elected, in their sole discretion, to accelerate the obligations of the Applicants in connection with the Interim Financing.
<b>DIP Upfront Fee and Agency Fee:</b>	DIP Upfront Fee of 150 bps (approximately \$247,500 but capitalized) and an Agency fee of approximately \$50,000.
<b>Conditions Precedent:</b>	Usual and customary (but material) for an interim facility of this type, plus additional conditions precedent considered necessary by the RCF Lenders, including a resolution satisfactory to the RCF Lenders of the dispute between the Applicants and the Glencore Entities with respect to the potential exercise by certain Glencore Entities of set-off against amounts owing by them for delivery under any off-take agreements with any Subject Entities.
<b>Affirmative Covenants:</b>	Numerous covenants including (a) complying with the SISP procedures and timelines; (b) complying with the DIP Budgets; and (c) obtaining Namibian Exchange Control Approval.
<b>Negative Covenants:</b>	Numerous covenants including not approving or presenting for approval by the court any sale or transaction which does not provide for the payment in full of the RCF Lenders.
<b>Events of Default:</b>	As per the RCF Credit Agreement, with certain additions including if no Qualified Final Bid is received with respect to the Applicants' interest in the Rosh Pinah Mine or if no Final Agreement is executed by the Final

	Agreement Deadline with respect to the Applicants' interest in the Rosh Pinah Mine (with defined terms as in the SISP).
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10. The Applicants believe that the terms of the Interim Financing Term Sheet are the best terms available to the Applicants in the circumstances given (a) the Applicants' urgent need for funding to implement their restructuring efforts, including the completion of the SISP, (b) the need to allocate funds to preserve the value of the Rosh Pinah Mine pending the completion of the SISP, (c) the ongoing challenges at the Caribou and Perkoa Mines; (d) the structural impediments to interim financing given the location of the Trevali assets; and (e) the approval of the Interim Financing Term Sheet by Glencore.

11. Most pressingly, the Interim Financing provides a means for the Applicants to continue to fund their operations at the Rosh Pinah Mine. As discussed in my Affidavit #5 made on September 29, 2022, the Rosh Pinah Mine is the Applicants' most valuable asset and the receivables from Rosh Pinah are currently the Applicants' principal source of revenue. It is critical that the value of this asset be preserved for the SISP and the Applicants' efforts to maximize value for stakeholders.

12. As noted above, funding under the Interim Financing cannot be used to fund the Applicants' undertakings at the Caribou Mine or the Perkoa Mine. Given the current status of these mines and the historical performance of the Caribou Mine, it would not be possible for the Applicants to source third-party interim financing to fund such undertakings. Trevali's existing lenders, and the parties with the primary stake in the Applicants' business, are not prepared to do so themselves.

13. With respect to the Caribou Mine, the LOI Bid Deadline (as defined in the SISP) has now passed and no bids have been received. The Applicants with the assistance of the Monitor intend to continue to engage and work with their sales agent National Bank Financial, and their stakeholders, including the RCF Administrative Agent, Glencore, and the Government of New Brunswick, to consider next steps.

14. With respect to the Perkoa Mine, as set out in Trevali Corp.'s press release on October 6, 2022, Nantou Mining (the 90% owned subsidiary responsible for the operation of the mine) has filed an application for liquidation with the Judicial Tribunal of Commerce in Burkina Faso, and in the coming days a liquidator is expected to be appointed who will assume

responsibility for the management of affairs of Nantou Mining. Attached to this Affidavit as **Exhibit "C"** is a copy of Trevali Corp.'s October 6 press release.

15. In the circumstances, having regard to the current SISP timelines, the way the Applicants' business and financial affairs are to be managed pending the completion of the SISP, and the nature and value of the Applicants' property, I believe that the approval of the Interim Financing is the best and only available option available to the Applicants to preserve value and enhance the prospects of a restructuring of the Applicants' business in the interest of their stakeholders.

16. The RCF Agent and Glencore support the approval of the Interim Financing Term Sheet (which financing is subject to finalization and approval of the Fifth Amendment by the Applicants, the RCF Agent, Glencore and the Monitor). I don't believe that any other creditor would be materially prejudiced because of the approval of the Interim Financing or the granting of the Interim Financing Charge.

### **III. THE SETTLEMENT AGREEMENT**

17. The Interim Financing is part of a broader Settlement Agreement among the Applicants' two largest secured creditors and primary stakeholders, being the RCF Lenders and Glencore.

18. As set out in my Affidavit #5 made in these proceedings on September 29, 2022, Glencore had indicated in the context of these CCAA proceedings that it was contemplating asserting "global" set-off claims that would seek to net amounts that may be owing to members of the Glencore group of companies by members of the Trevali group of companies.

19. Considering Glencore's position, in my Affidavit #5 I advised this Court that the Applicants required certainty with respect to the receipt of receivables forecasted to be payable by Glencore and that any actual or purported "global" set-off rights exercisable by Glencore be suspended or stayed pending their determination and/or enforcement. It was the Applicants' position that such relief was necessary for the Applicants to (a) determine their liquidity requirements, (b) advance the SISP, and (c) source necessary interim financing.

20. With respect to the sourcing of interim financing, my Affidavit #5 stated that the RCF Lenders had advised the Applicants that their position was that a resolution satisfactory to the RCF Lenders of the dispute between the Applicants and Glencore with respect to a potential

exercise of "global" set-off against amounts owing by the Glencore entities pursuant to Glencore's various off-take agreements for the Caribou, Perkoa and Rosh Pinah Mines be a condition precedent to the advancement of interim financing by the RCF Lenders. As noted above, this is now in fact a condition precedent to the Interim Financing contemplated by the Interim Financing Term Sheet.

21. Since the date of my Affidavit #5, the RCF Lenders and Glencore, with the involvement of Trevali, have negotiated the Settlement Agreement which (a) resolves the parties' respective concerns regarding, among other things, Glencore's claim to "global" setoff, on the one hand, and the preservation of Glencore's off-take agreements and any rights of setoff thereunder, on the other; and (b) facilitates the provision of the Interim Financing to Trevali Corp. by the RCF Lenders in accordance with the terms of the Interim Financing Term Sheet.

22. The terms of the Settlement Agreement include, among others, the following:

- (a) a formula agreed to by the RCF Lenders and Glencore for the distribution of net proceeds of any realization with respect to assets that are subject to the parties' respective security as between them;
- (b) approval by Glencore of the Interim Financing Term Sheet;
- (c) waiver by Glencore of any right or claim to apply "global" setoff that will remain effective during the pendency of these CCAA proceedings and also in perpetuity in relation to the owners of the Caribou, Perkoa, and Rosh Pinah Mines acquired by a third party through the SISP; provided, however, that such waiver on the part of Glencore will not apply as between any Glencore entity and any two or more mine owners or mines that are acquired by the same third party, either directly or indirectly, in relation to liabilities incurred by the mine owner *after* the completion of any such acquisition transaction(s);
- (d) an acknowledgement and agreement by Trevali and the RCF Lenders that, aside from the waiver set forth above, Glencore continues to have rights of set-off under its various off-take agreements in accordance with the terms thereof and that such rights are not stayed and will not be sought to be stayed by Trevali or the RCF Lenders;
- (e) neither the RCF Lenders nor any Trevali entities will, directly or indirectly, propose, seek, approve, consent to, vote in favour of or support any transaction that seeks

or purports to eliminate, disclaim, terminate, repudiate, modify or otherwise adversely affect or impact any of the Glencore off-take agreements (including the sale of the assets of any mine free of the relevant off-take agreement) without the express written consent of Glencore; and

- (f) the RCF Lenders and the Applicants agree that Glencore can retrieve up the concentrate remaining at the Caribou Mine (having an estimated value of approximately \$250,000) at its own cost and that the amount payable by Glencore (including its costs of picking up the concentrate) will be paid by way of set-off against the amount owing by Trevali Corp. under the Caribou off-take agreement.

23. The Settlement Agreement and the parties' obligations thereunder are conditional upon, among other things, the Settlement Agreement and the Interim Financing Term Sheet being approved by this Court.

24. The Applicants believe that to the extent there are any concessions provided by Trevali associated with the performance of the Applicants' obligations under the Settlement Agreement, they are outweighed by the benefits that the Settlement Agreement will provide to the Applicants' restructuring efforts.

25. In particular, and apart from the fact that the Applicants two largest secured creditors, including Glencore as the sole and exclusive purchaser of the Trevali concentrates, are supportive of the Settlement Agreement, the approval and implementation of the Settlement Agreement will: (a) permit the Applicants to focus on advancing the SISP, and without the overhang and potential value destruction associated with a dispute related to concentrate purchases and set-off rights, with a view to preserving value for stakeholders; (b) remove a major stumbling block to the Applicants' ability to obtain urgently needed Interim Financing; and (c) allow the Applicants to avoid complex and costly litigation with Glencore either before this Court or elsewhere and avoid the risks, delays, and uncertainties associated with such proceedings.

26. In the circumstances, the Applicants consider the Settlement Agreement to be commercially reasonable and request that it be approved by this Court.





**IV. EXTENSION OF THE STAY OF PROCEEDINGS**

27. In conjunction with their application to approve the Interim Financing Term Sheet and Settlement Agreement, the Applicants seek a further extension of the stay of proceedings to December 15, 2022.

28. I believe the length of the stay extension sought by the Applicants is appropriate having regard to the Applicants' restructuring efforts to date and the timelines set out in the SISP. Specifically, the SISP contemplates a Final Bid Deadline in respect of the Rosh Pinah Mine of November 21, 2022, and a Final Agreement Deadline of December 9, 2022.

29. Extending the stay of proceedings to December 15, 2022, in conjunction with the approval of the Interim Financing Term Sheet and Settlement Agreement, will provide the Applicants with the needed stability and breathing room to focus on the SISP and avoid the costs associated with further stay extension applications.

AFFIRMED BEFORE ME AT )  
VANCOUVER, BRITISH COLUMBIA ON )  
OCTOBER 11, 2022 )  
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)  
A Commissioner for taking Affidavits for )  
British Columbia )  
)

  
\_\_\_\_\_  
Brendan Creaney

**MITCH BRINGELAND**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-4160

This is **Exhibit "A"** referred to in the Affidavit of  
Brendan Creaney made before me at Vancouver,  
British Columbia, this 11<sup>th</sup> day of October 2022.



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A Commissioner for the taking of Affidavits for  
*British Columbia*

# Caribou (Aug 19 – Jan 31)



TREVALLI

	Weeks 1 - 6		Week 7		Week 8		Week 9		Week 10		Week 11		Week 12		Week 13		Week 14		Week 15		Week 16		Week 17		Week 18		Week 19		Week 20		Week 21		Week 22		Week 23		Week 24		Total
	27-Sep-22	4-Oct-22	11-Oct-22	18-Oct-22	25-Oct-22	1-Nov-22	8-Nov-22	15-Nov-22	22-Nov-22	29-Nov-22	6-Dec-22	13-Dec-22	20-Dec-22	27-Dec-22	3-Jan-23	10-Jan-23	17-Jan-23	24-Jan-23	31-Jan-23	7-Feb-23	14-Feb-23	21-Feb-23	28-Feb-23	7-Mar-23	14-Mar-23	21-Mar-23	28-Mar-23	4-Apr-23	11-Apr-23	18-Apr-23	25-Apr-23	2-May-23	9-May-23	16-May-23	23-May-23	30-May-23			
<b>Operating Receipts</b>																																							
Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Receipts	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total Receipts</b>	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Operating Disbursements</b>																																							
Sales Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payroll and Benefits	812	19	36	30	30	-	-	-	-	-	49	-	-	-	41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contractors and Consultants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Trade Accounts Payable	195	82	132	121	63	39	154	25	21	47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Utilities	148	22	71	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	
Operating Leases	15	13	-	2	1	2	1	2	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Insurance	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring/Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	0	52	52	2	52	2	52	2	52	153	2	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	
<b>Total Operating Disbursements</b>	1,173	188	291	190	153	128	242	154	59	126	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
<b>Net Change in Cash from Operations</b>	(1,166)	(188)	(291)	(190)	(153)	(128)	(242)	(154)	(59)	(126)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Financing</b>																																							
Intercompany Receipts / (Disbursements)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Net Change in Cash from Financing</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Effect of Foreign Exchange Translation</b>	(51)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Net Change in Cash</b>	(1,218)	(188)	(291)	(190)	(153)	(128)	(242)	(154)	(59)	(126)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Opening Cash	3,247	2,029	1,841	1,550	1,360	1,208	1,080	838	683	525	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	
Ending Cash	2,029	1,841	1,550	1,360	1,208	1,080	838	683	625	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	

# Rosh Pinah (Aug 19 – Jan 31)



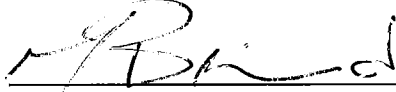
Rosh Pinah																						
(US\$ thousands)	Week Ending	Weeks 1 - 6 27-Sep-22 Actual	Week 7 4-Oct-22 Forecast	Week 8 11-Oct-22 Forecast	Week 9 18-Oct-22 Forecast	Week 10 25-Oct-22 Forecast	Week 11 1-Nov-22 Forecast	Week 12 8-Nov-22 Forecast	Week 13 15-Nov-22 Forecast	Week 14 22-Nov-22 Forecast	Week 15 29-Nov-22 Forecast	Week 16 6-Dec-22 Forecast	Week 17 13-Dec-22 Forecast	Week 18 20-Dec-22 Forecast	Week 19 27-Dec-22 Forecast	Week 20 3-Jan-23 Forecast	Week 21 10-Jan-23 Forecast	Week 22 17-Jan-23 Forecast	Week 23 24-Jan-23 Forecast	Week 24 31-Jan-23 Forecast	Total	
<b>Operating Receipts</b>																						
Sales		6,239	-	-	-	-	-	6,499	-	-	-	-	-	-	8,761	101	-	-	-	6,138	-	27,738
Other Receipts		1,402	-	-	-	-	-	1,028	-	-	-	-	-	-	-	-	-	-	-	1,395	-	3,825
<b>Total Receipts</b>		<b>7,641</b>	-	-	-	-	-	<b>7,527</b>	-	-	-	-	-	-	<b>8,761</b>	<b>101</b>	-	-	-	<b>6,138</b>	<b>1,395</b>	<b>31,563</b>
<b>Operating Disbursements</b>																						
Sales Expenses		283	1,061	-	1,966	-	363	-	-	-	374	-	-	108	157	-	-	-	-	215	1,626	6,155
Payroll and Benefits		1,881	233	-	-	947	233	-	-	950	-	233	-	1,303	-	-	233	-	-	1,110	-	7,124
Contractors and Consultants		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trade Accounts Payable		2,998	2,722	-	38	-	1,134	2,039	38	-	44	3,222	44	-	44	2,946	44	-	44	-	1,475	16,833
Utilities		563	599	-	-	-	599	-	-	507	90	-	-	507	90	-	-	-	-	596	-	3,550
Operating Leases		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance		-	-	-	110	-	-	-	-	-	-	-	-	-	-	-	-	110	-	-	-	220
Tax		202	-	-	-	143	-	-	-	143	-	-	-	143	-	1,626	-	-	-	143	-	2,400
Capital Expenditures		991	2,369	-	1,553	-	977	1,955	-	-	-	1,930	-	-	-	926	-	-	-	-	6	10,700
Restructuring Professional Fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Professional Fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Operating Disbursements		-	100	-	-	-	33	227	160	-	-	100	-	-	-	200	-	-	-	-	-	820
<b>Total Operating Disbursements</b>		<b>6,920</b>	<b>7,083</b>	-	<b>3,667</b>	<b>1,090</b>	<b>3,341</b>	<b>4,220</b>	<b>198</b>	<b>1,600</b>	<b>508</b>	<b>5,486</b>	<b>44</b>	<b>2,061</b>	<b>290</b>	<b>5,698</b>	<b>387</b>	<b>-</b>	<b>2,109</b>	<b>3,108</b>	<b>47,811</b>	
<b>Net Change in Cash from Operations</b>		<b>722</b>	<b>(7,083)</b>	-	<b>(3,667)</b>	<b>(1,090)</b>	<b>(3,341)</b>	<b>3,307</b>	<b>(198)</b>	<b>(1,600)</b>	<b>(508)</b>	<b>(5,486)</b>	<b>(44)</b>	<b>6,700</b>	<b>(189)</b>	<b>(5,698)</b>	<b>(387)</b>	<b>6,138</b>	<b>(714)</b>	<b>(3,108)</b>	<b>(16,241)</b>	
<b>Financing</b>																						
Intercompany Receipts / (Disbursements)		4,600	5,000	-	-	1,000	3,000	-	-	-	-	5,000	-	-	-	-	-	-	-	(2,000)	-	16,600
Interim financing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interim Financing Fees + Interest		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Financing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Net Change in Cash from Financing</b>		<b>4,600</b>	<b>5,000</b>	-	-	<b>1,000</b>	<b>3,000</b>	-	-	-	-	<b>5,000</b>	-	-	-	-	-	-	-	<b>(2,000)</b>	-	<b>16,600</b>
<b>Effect of Foreign Exchange Translation</b>		<b>(300)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>(300)</b>
<b>Net Change in Cash</b>		<b>5,021</b>	<b>(2,083)</b>	-	<b>(3,667)</b>	<b>(90)</b>	<b>(341)</b>	<b>3,307</b>	<b>(198)</b>	<b>(1,600)</b>	<b>(508)</b>	<b>(486)</b>	<b>(44)</b>	<b>6,700</b>	<b>(189)</b>	<b>(5,698)</b>	<b>(387)</b>	<b>4,138</b>	<b>(714)</b>	<b>(3,108)</b>	<b>5,000</b>	
Opening Cash		1,588	6,609	4,526	4,526	859	769	428	3,735	3,537	1,937	1,429	943	899	7,599	7,410	1,712	1,325	5,463	4,749	1,588	
<b>Ending Cash</b>		<b>6,609</b>	<b>4,526</b>	<b>4,526</b>	<b>859</b>	<b>769</b>	<b>428</b>	<b>3,735</b>	<b>3,537</b>	<b>1,937</b>	<b>1,429</b>	<b>943</b>	<b>899</b>	<b>7,599</b>	<b>7,410</b>	<b>1,712</b>	<b>1,325</b>	<b>5,463</b>	<b>4,749</b>	<b>1,641</b>	<b>1,641</b>	

# Corporate (Aug 19 – Jan 31)



Corporate																					
(US\$ thousands)	Week Ending	Weeks 1 - 6 27-Sep-22 Actual	Week 7 4-Oct-22 Forecast	Week 8 11-Oct-22 Forecast	Week 9 18-Oct-22 Forecast	Week 10 25-Oct-22 Forecast	Week 11 1-Nov-22 Forecast	Week 12 8-Nov-22 Forecast	Week 13 15-Nov-22 Forecast	Week 14 22-Nov-22 Forecast	Week 15 29-Nov-22 Forecast	Week 16 6-Dec-22 Forecast	Week 17 13-Dec-22 Forecast	Week 18 20-Dec-22 Forecast	Week 19 27-Dec-22 Forecast	Week 20 3-Jan-23 Forecast	Week 21 10-Jan-23 Forecast	Week 22 17-Jan-23 Forecast	Week 23 24-Jan-23 Forecast	Week 24 31-Jan-23 Forecast	Total
<b>Operating Receipts</b>																					
Sales		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Receipts		98	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	98
<b>Total Receipts</b>		<b>98</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>98</b>
<b>Operating Disbursements</b>																					
Sales Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll and Benefits		827	0	-	147	-	388	-	78	27	291	243	78	27	-	252	-	78	27	835	3,296
Contractors and Consultants		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trade Accounts Payable		252	203	108	108	108	205	108	108	108	108	108	108	108	108	108	108	108	108	108	2,391
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Leases		41	42	-	-	-	43	-	-	-	-	43	-	-	-	43	-	-	-	43	251
Insurance		165	165	-	-	-	-	-	-	-	-	1,416	-	-	-	-	-	-	-	-	1,746
Tax		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Professional Fees		997	376	1,120	-	-	-	979	-	-	-	929	-	-	-	-	929	-	-	-	6,258
Other Professional Fees		-	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120
Other Operating Disbursements		21	116	16	16	16	94	96	16	16	16	16	16	16	16	16	16	16	16	16	571
<b>Total Operating Disbursements</b>		<b>2,302</b>	<b>1,023</b>	<b>1,245</b>	<b>272</b>	<b>124</b>	<b>729</b>	<b>1,183</b>	<b>202</b>	<b>152</b>	<b>415</b>	<b>2,755</b>	<b>202</b>	<b>152</b>	<b>124</b>	<b>419</b>	<b>1,053</b>	<b>202</b>	<b>152</b>	<b>1,930</b>	<b>14,635</b>
<b>Net Change in Cash from Operations</b>		<b>(2,204)</b>	<b>(1,023)</b>	<b>(1,245)</b>	<b>(272)</b>	<b>(124)</b>	<b>(729)</b>	<b>(1,183)</b>	<b>(202)</b>	<b>(152)</b>	<b>(415)</b>	<b>(2,755)</b>	<b>(202)</b>	<b>(152)</b>	<b>(124)</b>	<b>(419)</b>	<b>(1,053)</b>	<b>(202)</b>	<b>(152)</b>	<b>(1,930)</b>	<b>(14,537)</b>
<b>Financing</b>																					
Intercompany Receipts / (Disbursements)		(4,600)	(5,000)	-	-	(1,000)	(3,000)	-	-	-	-	(5,000)	-	-	-	-	-	2,000	-	-	(16,600)
Interim financing		-	-	-	-	1,000	5,000	-	-	-	-	9,000	-	-	-	1,000	-	-	-	-	16,000
Interim Financing Fees + Interest		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Financing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Net Change in Cash from Financing</b>		<b>(4,600)</b>	<b>(5,000)</b>	-	-	-	<b>2,000</b>	-	-	-	<b>4,000</b>	-	-	-	-	<b>1,000</b>	-	<b>2,000</b>	-	-	<b>(600)</b>
<b>Effect of Foreign Exchange Translation</b>		<b>(61)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>(61)</b>
<b>Net Change in Cash</b>		<b>(6,865)</b>	<b>(6,023)</b>	<b>(1,245)</b>	<b>(272)</b>	<b>(124)</b>	<b>1,271</b>	<b>(1,183)</b>	<b>(202)</b>	<b>(152)</b>	<b>(415)</b>	<b>1,245</b>	<b>(202)</b>	<b>(152)</b>	<b>(124)</b>	<b>581</b>	<b>(1,053)</b>	<b>1,798</b>	<b>(152)</b>	<b>(1,930)</b>	<b>(15,198)</b>
Opening Cash		15,342	8,477	2,455	1,210	938	814	2,085	901	700	548	133	1,378	1,176	1,025	900	1,481	428	2,226	2,075	15,342
Ending Cash		8,477	2,455	1,210	938	814	2,085	901	700	548	133	1,378	1,176	1,025	900	1,481	428	2,226	2,075	144	144

This is **Exhibit "B"** referred to in the Affidavit of  
Brendan Creaney made before me at Vancouver,  
British Columbia, this 11<sup>th</sup> day of October 2022.



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A Commissioner for the taking of Affidavits for  
*British Columbia*

**INDICATIVE TERM SHEET  
DEBTOR-IN-POSSESSION FACILITY  
OCTOBER 2022**

*This Indicative Debtor in Possession Term Sheet (the “**Indicative Term Sheet**”) has been prepared as a basis of discussion between Trevali Mining Corporation (“**Trevali**” or the “**Borrower**”) and the Lenders (as defined in the Existing Credit Agreement defined below) and does not represent a commitment on the part of the Lenders to provide any financing. Further due diligence on the part of the Lenders, as well as internal credit authorizations, will be required before a commitment can be provided. In addition, this Indicative Term Sheet incorporates information which is confidential or proprietary in nature, and is being furnished on the expressed basis that none of this information is to be used in a manner inconsistent with its confidential nature or be disclosed to anyone other than as may be required by law, to those employees who are directly involved in the proposed transaction and who have been informed of the confidential nature of this Indicative Term Sheet, or to those parties approved in advance by the Lenders. Reference is made to an existing second amended and restated credit agreement dated as at August 6, 2020 between the Borrower, the lenders referred to therein and The Bank of Nova Scotia, as administrative agent, as amended (the “**Existing Credit Agreement**”). Capitalized terms not otherwise defined herein have the same meanings as specified in the Existing Credit Agreement. Unless otherwise specified herein, all references to currency, monetary values and dollars shall mean United States (U.S.) dollars.*

<b>Documentation:</b>	The DIP Tranche (as defined below) shall be documented by way of an amendment of the Existing Credit Agreement on the terms set forth in this Indicative Term Sheet (as so amended, the “ <b>Credit Agreement</b> ”).
<b>Credit Facility:</b>	<p>The Credit Facility shall be amended to convert it from a revolving term credit facility to a non-revolving credit facility comprised of two tranches as follows:</p> <ul style="list-style-type: none"> <li>• Up to the principal amount of <b>\$16,500,000<sup>1</sup></b> to be made available to Trevali on a non-revolving basis (such principal amount together with all accrued and unpaid interest, fees and expenses from and after the Filing Date (defined below) being the “<b>DIP Tranche</b>”).</li> <li>• The current <b>\$90,000,000<sup>2</sup></b> principal amount of outstanding Indebtedness under the Existing Credit Agreement shall be referred to as the “<b>Pre-Filing Tranche</b>”. The Pre-Filing Tranche shall be capped at the amount of the outstanding Indebtedness under the Existing Credit Agreement as at August 19, 2022 (the</li> </ul>

<sup>1</sup> DIP Tranche size to be determined based upon DIP Budgets anticipated to be received on or about October 4 but will ultimately be an amount equal to the sum of the shortfall at Rosh Pinah as reflected in the latest DIP Budget *minus* an amount equal to 90% (ie: reflecting Trevali’s ownership interest in Rosh Pinah) of any overdraft or working capital facilities provided by Standard Bank to Rosh Pinah. DIP Tranche size ultimately approved by the Court shall include the DIP Upfront Fee and capitalized interest and standby fees under the DIP Tranche.

<sup>2</sup> Current principal amount outstanding to be confirmed.

	<p>“Filing Date”) plus an amount equal to the contingent exposure for outstanding Letters<sup>3</sup> under the Pre-Filing Tranche as and when such outstanding Letters are drawn upon.</p>
<p><b>Forbearance:</b></p>	<p>Subject to compliance by the Obligors with the Credit Agreement and the other Finance Documents and compliance by the CCAA Debtors with the Amended and Restated Initial Order, the DIP Order and the other Court Orders, in each case at all times prior to the earlier to occur of an Event of Default (other than the Existing Events of Default (as defined below) and the DIP Maturity Date, the Administrative Agent, for and on behalf of the Finance Parties, shall agree to forbear from enforcing their rights and remedies against the CCAA Debtors under the Credit Agreement and the other Finance Documents (the “Forbearance”). The following Events of Default (collectively, the “Existing Events of Default”) have occurred and, to the extent applicable, are continuing under the Credit Agreement: (i) an Event of Default under Section 13.1(a) of the Credit Agreement arising as a result of the failure of the Borrower to pay the Secured Obligations under the Existing Credit Agreement when due on September 18, 2022 and to make a mandatory prepayment required under Section 9.4 of the Credit Agreement with respect to an Excess Cash Flow Prepayment Trigger Event that occurred in August 17, 2022, (ii) Events of Default under Sections 13.1(c) and (d) of the Credit Agreement arising as a result of the liquidation of Nantou, the cessation of business at the Caribou Mine, the occurrence of the insolvency of the CCAA Debtors and the commencement and continuation of the CCAA Proceeding, (iii) an Event of Default under Section 13.1(g) of the Credit Agreement arising as a result of a breach of Sections 11.1(m), (n), (o) and (p) of the Credit Agreement, (iv) an Event of Default under Section 13.1(h) arising as a result of a breach of Sections 11.1(j) and 11.1(t) of the Credit Agreement, (v) an Event of Default under Section 13.1(l) of the Credit Agreement arising as a result of the cessation of the Perkoa Mine for a period of 180 consecutive days, and (vi) an Event of Default under Section 13.1(r) arising as a result of the occurrence of Second Lien Events of Default. For certainty, except in respect of and to permit the DIP Tranche and as contemplated herein, nothing in the Credit Agreement shall or shall be deemed to (i) reinstate the Credit Facility or the right of the Borrower to obtain credit under the Credit Facility or the obligations of the</p>

<sup>3</sup> Letters issued and outstanding under the Existing Credit Agreement to be explicitly acknowledged/recognized in the Credit Agreement as outstanding.



	Lenders to extend credit thereunder, (ii) waive the Events of Default referenced in the preceding sentence, or (iii) extend the September 18, 2022 Maturity Date in respect of the Pre-Filing Tranche.
<b>Borrower:</b>	Trevali Mining Corporation
<b>Guarantors:</b>	As per the Existing Credit Agreement
<b>Administrative Agent:</b>	The Bank of Nova Scotia
<b>Lenders:</b>	As per the Existing Credit Agreement
<b>Purpose:</b>	The proceeds of the DIP Tranche shall be used by the Borrower solely in accordance with, and subject to, the DIP Budgets and the Court Orders, (a) to fund the ordinary course working capital and other general corporate purposes of the Borrower, (b) to fund ongoing operations of the Rosh Pinah Mine and (c) to pay Permitted Fees and Expenses (as defined below in the Fees and Expenses paragraph). No proceeds of the DIP Tranche may be used for any other purpose, except with the prior written approval of the Lenders (in their sole and absolute discretion). For certainty, proceeds of the DIP Tranche shall not be used to fund the Caribou or Perkoa mines, repay the Pre-Filing Tranche nor to, directly or indirectly, assert or pursue any claims against the Administrative Agent or any other Finance Party. The Borrower shall not be permitted to drawdown credit under the DIP Tranche for the purpose of accumulating and/or maintaining cash in depository or investment accounts.
<b>DIP Budgets</b>	<p>At or prior to execution of the Credit Agreement the Borrower shall provide to the Administrative Agent rolling 13-week period detailed cash flow forecasts for each of (i) the Borrower, (ii) Trevali Mining (New Brunswick) Ltd. (“<b>Trevali NB</b>”) and (iii) Rosh Pinah Zinc Corporation (Proprietary) Limited (“<b>RPZC</b>”) (each, a “<b>DIP Budget</b>” and collectively, the “<b>DIP Budgets</b>”), each of which shall be in form and substance satisfactory to the Lenders in their sole discretion and, where requested by the Administrative Agent, such DIP Budgets produced in a singular and consolidated format.</p> <p>On Friday of each second week, commencing on October 21, 2022, the Borrower (for and on behalf of itself and RPZC) and Trevali NB, in each case with the assistance of the Monitor, shall provide the Lenders with updated rolling 13-week cash flow forecasts for each of the Borrower, Trevali NB and RPZC, in each case substantially in the form of the DIP Budgets (the</p>

	<p><b>“Updated Cash Flows”</b>) together with a variance report for each of the Borrower, Trevali NB and RPZC (each, a <b>“Cash Flow Variance Report”</b> and collectively, the <b>“Cash Flow Variance Reports”</b>), certified in each case by a senior officer of the Borrower, showing on a line-by-line basis the actual receipts and disbursements and the total available liquidity for the last day of the prior two-week period and noting therein all variances on a line-by-line basis from the amounts in the applicable DIP Budget, with explanations for all material variances.</p> <p>The Lenders may, in their sole discretion, agree to substitute any of the Updated Cash Flows for the corresponding then current DIP Budgets, in which case the Updated Cash Flows shall thereafter be deemed to be the effective DIP Budgets for the purposes hereof.</p>
<b>DIP Advances:</b>	<p>Advances under the DIP Tranche (each, an <b>“Advance”</b>) require a written notice to be delivered by the Borrower to the Administrative Agent (an <b>“Advance Notice”</b>), which Advance Notice has been approved by the Monitor and executed by a senior officer of the Borrower, setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; (c) the specific use for the proceeds of the Advance, together with a certification that such use is in accordance with the DIP Budgets; (d) certification that the representations and warranties in the Credit Agreement are true and correct as of such date; and (e) certification that no Event of Default has occurred and is continuing (other than the Events of Default which are subject the Forbearance) or will occur after giving effect to the Advance. Except for the Initial Advance, each Advance Notice shall be delivered by the Borrower to the Administrative Agent not less than three (3) Banking Days prior to the requested date of the Advance. Each Advance shall be in the minimum amount of \$500,000.</p>
<b>Interest/Applicable Margin:</b>	<p><b>DIP Tranche:</b> Base Rate from time to time in effect plus 8%. DIP Tranche interest shall be PIK’d and be payable in priority to the DIP Tranche principal.</p> <p><b>Pre-Filing Tranche:</b> As per the Existing Credit Agreement.</p>
<b>Security:</b>	<p>As per the Existing Credit Agreement, together with the DIP Charge and such confirmations and amendments as recommended by counsel to the Administrative Agent. For the avoidance of doubt, all post-filing intercompany advances from Borrower to RPZC and to any other Affiliate of the Borrower</p>

	and the Court ordered charge securing such advances (as applicable) shall be subject to the Security and the DIP Charge.
<b>DIP Charge:</b>	All obligations of the CCAA Debtors under or in connection with the DIP Tranche including without limitation, all principal, capitalized interest, accrued but uncanceled interest, fees, expenses (including the Permitted Fees and Expenses) and other amounts owing in respect of post-filing fees and expenses of the Administrative Agent (collectively, the “ <b>DIP Obligations</b> ”) shall be secured by: (a) a Court-ordered first-ranking super-priority charge in favour of the Administrative Agent, for and on behalf of the Lenders, on the assets, undertakings and properties of the CCAA Debtors (the “ <b>DIP Charge</b> ”), which DIP Charge shall be established in the DIP Order.
<b>Priority of the DIP Charge:</b>	<p>The DIP Charge shall rank in priority to any and all Liens on the assets, undertakings and properties of the CCAA Debtors, including those in favour of Glencore in respect of the Glencore Obligations. As among the DIP Charge and the other charges created by Court Order, the relative priority shall be as follows:</p> <ol style="list-style-type: none"><li>1. the Administration Charge</li><li>2. the D&amp;O Charge</li><li>3. the Intercompany Advances Charge</li><li>4. the KERP Charge</li><li>5. the Sales Agent Charge solely in respect of amounts payable upon completion of a transaction for the sale of the Rosh Pinah Mine pursuant to the SISP</li><li>6. the DIP Charge</li><li>7. the Sales Agent Charge in respect of all remaining amounts secured thereby</li></ol> <p>For the avoidance of doubt, nothing in this Term Sheet shall prevent Glencore AG and any of its affiliates from exercising the right to set off any amounts (other than Glencore Obligations) under the Off-Take Agreements (as defined under the Intercreditor Agreement) in accordance with the terms thereof.</p>
<b>Maturity Date/Repayment:</b>	<b>DIP Tranche:</b> All DIP Obligations owing to the Lenders shall be due and payable, and the Forbearance shall terminate, on the earliest of the following:

(a) 180<sup>th</sup> day after the date of issuance of the DIP Order or such later date as agreed to in writing by the Lenders in their sole and absolute discretion;

(b) the completion of (i) a sale or sales of the equity of all or any substantial portion of the assets, property and undertaking of the Borrower and/or Trevali NB (including pursuant to a reverse vesting transaction, and on the understanding that a sale of the equity of any Subject Entity shall constitute a sale of a substantial portion of the assets, property and undertaking of the Borrower), as approved by the Lenders in their sole and absolute discretion, the Monitor and, where required, the Court, provided in the case of any such sale involving Trevali NB the gross proceeds exceed \$16,500,000 or (ii) any other sale or other transaction pursuant to the SISF or otherwise involving any Subject Entity or Security for gross proceeds exceeding \$16,500,000;

(c) the implementation of a plan of compromise or arrangement pursuant to the CCAA Proceeding acceptable to the Lenders and which has been approved by the requisite creditors of the Borrower and Trevali NB (as applicable) and the Court;

(d) the date on which the stay in the Amended and Restated Initial Order expires without being extended or is lifted without the prior written consent of the Administrative Agent, or on which the CCAA Proceeding is terminated or dismissed; and

(e) the occurrence of an Event of Default (other than an Event of Default which is subject the Forbearance) in respect of which the Lenders have elected, in their sole discretion, to accelerate the DIP Obligations.

(such earliest date, the “**DIP Maturity Date**”).

The Lenders’ commitment to make Advances under the DIP Tranche shall expire on the DIP Maturity Date and all then outstanding Secured Obligations under the Credit Agreement shall be repaid on the DIP Maturity Date, without the Administrative Agent, for and on behalf of the Lenders, being required to make demand upon the Borrower or to give notice that the Credit Facility has expired and that all Secured Obligations under the Credit Agreement and the other Finance Documents are due and payable.

**Pre-Filing Tranche:** The parties shall acknowledge that the Accommodations outstanding under the Pre-Filing Tranche matured and were due and payable on September 18, 2022 and

	that all such amounts remain outstanding, due and payable, subject only to the Forbearance.
<b>Voluntary Prepayments:</b>	As per the Existing Credit Agreement.
<b>Mandatory Prepayments of DIP Tranche:</b>	<p>All mandatory prepayments in the Existing Credit Agreement to be deleted and replaced with a covenant to prepay the DIP Tranche of the Secured Obligations with 100% of each of the amounts set forth below. All mandatory prepayments shall be applied first to the outstanding PIK'd interest and outstanding post-filing fees and expenses under the DIP Tranche and secondly to the DIP Tranche principal until repaid in full.</p> <p>(a) insurance proceeds (net of deductibles) or expropriation awards received by any Obligor or any Person on an Obligor's behalf which amounts shall include, without limitation, insurance proceeds paid on account of loss or damage of property at the Perkoa mine;</p> <p>(b) deferred payments made by Cerro de Pasco (whether cash, shares or other consideration) to the Borrower as consideration for the sale of the Santander mine;</p> <p>(c) the net proceeds from the sale of any of the Secured Assets other than the sale of inventory in the ordinary course of business;</p> <p>(d) any extraordinary payments received by any Obligor which are not disclosed or accounted for in the DIP Budgets (as determined by the Lenders, acting reasonably);</p> <p>(e) the net cash proceeds from the sale of any equity interests in any Subject Entity or the receipt of capital contributions by the Borrower or any other Subject Entity;</p> <p>(f) an amount equal to all dividends, returns of capital and/or repayments of intercompany advances paid by any Subject Entity to the Borrower which are not disclosed or accounted for in the DIP Budgets; and</p> <p>(g) the net cash proceeds received from the incurrence by the Borrower or any other Obligor of any Indebtedness (except as permitted under the Credit Agreement);</p> <p>If, at the time of or as a result of any mandatory prepayment no Secured Obligations are outstanding in respect of the DIP Tranche, the mandatory prepayment (or any remaining balance thereof) shall at the option of the Lenders be applied against the Pre-Filing Tranche, the entirety of which is due and owing. Each mandatory prepayment shall be accompanied by the</p>

	amount of accrued but uncapitalized interest under the DIP Tranche.
<b>DIP Upfront Fee:</b>	150 bps on the maximum principal amount of the DIP Tranche. The DIP Upfront Fee shall be capitalized and added to the principal amount of credit outstanding under the DIP Tranche and interest shall accrue on such principal amount.
<b>Agency Fee:</b>	As per the Existing Credit Agreement.
<b>Fees and Expenses</b>	The Borrower shall pay all reasonable costs and expenses of the Administrative Agent and the Lenders (including all reasonable fees, expenses and disbursements of outside counsel and any financial advisor) incurred from and after the Filing Date, including in connection with the DIP Tranche, including the preparation of this Indicative Term Sheet and the Credit Agreement, the administration of the Credit Facilities (including the Administrative Agent's standard administration and servicing fees), the enforcement of any of the Administrative Agent's or the Lenders' rights and remedies available under the Credit Agreement, the Finance Documents and the Court Orders and in connection with the CCAA Proceeding (collectively, " <b>Permitted Fees and Expenses</b> ").
<b>Conditions Precedent to Forbearance and DIP Tranche Availability:</b>	<p>Usual and customary for a DIP facility of this type, together with such other conditions precedent as the Lenders may consider to be necessary or advisable in the circumstances, including, without limitation, the following:</p> <ol style="list-style-type: none"> <li>1. Execution and delivery of acceptable credit, guarantee and security documentation, which embodies the terms and conditions contained in this Indicative Term Sheet;</li> <li>2. Payment of all fees and expenses payable to the Lenders, including payment of the fees, charges and expenses of Lenders' counsel and their financial advisor;</li> <li>3. Legal opinions from counsel to Borrower and any of its Subsidiaries which directly or indirectly own Shares in RPZC (the Borrower, together with all such Subsidiaries, the "<b>RPZC Shareholders</b>"), in connection with, <i>inter alia</i>, the enforceability of the credit documentation, in form and substance satisfactory to the Lenders and their counsel and otherwise consistent with past opinion practice among the parties;</li> <li>4. The Court shall have issued the DIP Order on terms and conditions satisfactory to the Lenders, no appeal shall</li> </ol>

	<p>have been taken from such order and no motion shall have been brought to amend, vary or set aside such order;</p> <ol style="list-style-type: none"><li>5. Filing of all necessary or advisable security filings in applicable jurisdictions to reflect the confirmations and/or amendments to the Security;</li><li>6. Execution and delivery of a settlement agreement among the Agent, Glencore (on behalf of itself and its affiliates) and the Subject Entities to which this Indicative Term Sheet is attached and which is otherwise in form and substance acceptable to the Lenders, the satisfaction of all conditions in favour of the Lenders therein, and no material breach having occurred thereunder (except any breach by the Agent or the Lenders);</li><li>7. All intercompany advances from Borrower, whether pre-filing or post-filing, to RPZC and to any other Affiliate of the Borrower shall be documented in form and substance satisfactory to the Lenders (ie: whether by grid promissory notes, loan agreements etc.) and the Borrower's rights as a creditor thereunder shall be subject to the Security; and</li><li>8. Updated insurance certificates noting the Administrative Agent as lender loss payee and additional insured in respect of all of the Borrower's direct and indirect ownership interest in the Subject Entities' assets.</li></ol>
<b>Representations &amp; Warranties:</b>	As per the Existing Credit Agreement but adjusted to reflect Trevali and Trevali NB's CCAA filing.
<b>Affirmative Covenants:</b>	<p>As per the Existing Credit Agreement but adjusted to reflect Trevali and Trevali NB's CCAA filing and otherwise updated to include the following, from and after execution of the Credit Agreement:</p> <ol style="list-style-type: none"><li>(a) Provide to the Administrative Agent a copy of all materials to be served and/or filed in connection any application or motion brought by the Borrower or Trevali NB for a Court Order at least five (5) Banking Days before the earlier of service and filing thereof to permit review by the Lenders and their legal and financial advisors, unless it is not practical in the circumstances to provide a copy of such materials in such timing in which case the Borrower and Trevali NB shall provide the Administrative Agent with a copy of such materials as far in advance as the circumstances permit,</li></ol>

which materials (including the proposed Court Order) shall be in form and substance acceptable to the Lenders;

(b) Provide to the Administrative Agent, promptly upon receipt, a copy of all materials received by the Borrower or Trevali NB from third parties in connection with any application or motion to the Court or another court in or in respect of the CCAA Proceeding;

(c) Comply with the provisions of the Court Orders including, without limitation, the Initial Order, the Amended and Restated Initial Order, the SISP Order and the DIP Order;

(d) Comply with the SISP procedures and timelines in all respects, including by achieving the milestones set out in the SISP and carrying out the SISP in accordance with the SISP Order and the Appendices thereto;

(e) Comply at all times with the DIP Budgets, provided each of the Borrower, Trevali NB and/or RPZC shall be permitted a cumulative aggregate negative variance from its DIP Budget of not more than ten percent (10%) or \$200,000 whichever is more, in respect of each of aggregate cash receipts and aggregate disbursements (for certainty, such variance shall be calculated on an entity-by-entity (and not consolidated) basis as the difference, expressed as a percentage, between

(A) the actual cumulative aggregate cash receipts and aggregate disbursements, as applicable, (excluding debt service payments and hedge payments) of each of the Borrower, Trevali NB or RPZC, during the period from the start of the applicable DIP Budget to the calculation date, and

(B) the budgeted cumulative aggregate cash receipts and aggregate disbursements, as applicable, (excluding debt service payments and hedge payments) of each such entity, as applicable,

during the period from the start of the applicable DIP Budget to the calculation date;

(f) Deliver to the Administrative Agent (i) Updated Cash Flows and Cash Flow Variance Reports as provided under the heading "Financial Covenants", (ii) such other reporting as is required under the Credit Agreement, and (iii) such other information from time to time as is reasonably requested by the Administrative Agent or a Lender;

(g) Deliver to the Administrative Agent, concurrently with the delivery thereof to the Monitor (i) copies of all monthly



	<p>internal financial statements, liquidity and updates to the DIP Budgets that are reported bi-weekly, together with any related or supporting information provided to the Monitor, and (ii) any written reports, commentary or analysis received by the Borrower or Trevali NB from the Monitor regarding the financial position of the Borrower and Trevali NB and their affiliates (as applicable) or otherwise;</p> <p>(h) Provide the Administrative Agent with a weekly status update (which at a Lender's request shall include weekly meetings with National Bank Financial) regarding the status of the CCAA Proceeding and the SISP, including any information which may otherwise be confidential, subject to same being maintained as confidential by the Lenders in accordance with the SISP;</p> <p>(i) Keep the Lenders apprised on a timely basis of all material developments with respect to the Security, the business and affairs of the Subject Entities, and the SISP, including, without limiting the foregoing, by providing to the Administrative Agent copies of (i) all marketing, process and other materials which it intends to provide to prospective interested parties in carrying out the SISP, including all bid process letters and draft forms of letter of interest or definitive agreements, which materials shall be to the satisfaction of the Administrative Agent, acting reasonably, and (ii) all expressions of interest bids or offers received, whether binding or non-binding; provided that if any of the Lenders is participating in the assessment, preparation, or submission of any bid pursuant to the SISP, the Borrower shall be entitled to restrict the SISP-related disclosure to the Administrative Agent required pursuant to this paragraph in such manner as the Monitor in its professional judgment considers to be reasonable to preserve the integrity of the SISP until such time as the Administrative Agent provides the Monitor with assurance, acceptable to the Monitor, that measures have been taken by the Administrative Agent to ensure that the disclosure would not in the professional judgment of the Monitor be likely to negatively impact the integrity of the SISP; and</p> <p>(j) On or before the earlier of (i) the date of the second extension of credit to the Borrower under the DIP Tranche and (ii) November 15, 2022, the Borrower shall furnish the Administrative Agent with (i) a renewed Exchange Control Approval in respect of the guarantees and share pledges granted by, or in respect of, (i) Wilru, (ii) Rosh Pinah Base Metals and (iii) Rosh Pinah Mine Holdings and (ii) a new Exchange Control Approval in relation to the loans to be made by the</p>
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	<p>Borrower to RPZC pursuant to the Intercompany Loan Agreement and the Borrower's collateral assignment of rights therein to the Administrative Agent.</p>
<p><b>Negative Covenants:</b></p>	<p>As per the Existing Credit Agreement but adjusted to reflect Trevali and Trevali NB's CCAA filing and otherwise updated to include the following, subject in all cases to the prior written consent of the Administrative Agent:</p> <ul style="list-style-type: none"><li>(a) Seek any Court Order that may adversely impact the Lenders, including its claims, rights and entitlements under the Credit Agreement and the Finance Documents, the DIP Charge and at law or in equity without the Lenders' prior written consent and the approval of the Monitor, and otherwise, not seek any Court Order without prior consultation with the Lenders and the approval of the Monitor;</li><li>(b) Use any Advance except in accordance with the permitted uses hereunder and the DIP Budget;</li><li>(c) Except as contemplated by the Credit Agreement or any Court Order, and except as otherwise required by Law, make any payment of any Indebtedness or obligations existing as at the Filing Date (the "<b>Pre-Existing Debt</b>"), other than in accordance with the DIP Budget or as approved by the Monitor;</li><li>(d) Create, incur or permit to exist any Indebtedness other than Pre-Existing Debt, Advances and accounts payable in the ordinary course of business and in accordance with the DIP Budgets;</li><li>(e) Except for Permitted Liens and the DIP Charge, create or permit to exist any Lien or provide or seek or support a motion by another Person to provide any Lien, upon any of the Security;</li><li>(f) Present for acceptance by any creditors or approval by the Court any plan of compromise or arrangement or take any other action which contemplates or may result in a compromise or other impairment of the Secured Obligations under the Credit Agreement (including the DIP Tranche), or the rights of the Administrative Agent and the Lenders under or in respect thereof;</li><li>(g) Accept, enter into or present for approval by the court any sale or other transaction involving any of the Subject Entities (Trevali NB excepted) which does not provide for the payment in full in cash upon closing of all Secured Obligations of the Obligors under the Credit Agreement (including the DIP Tranche) and related Finance Documents;</li></ul>

	<p>(h) Disclaim any contract that is directly or indirectly material to the Borrower's or Subject Entities' business without the prior written approval of the Administrative Agent, acting reasonably, and the Monitor, other than any Off-Take Agreements (as defined in the Intercreditor Agreement);</p> <p>(i) Amend or renew, extend the term, disclaim or accept the surrender of any mining claim, lease or concession without the prior written approval of the Administrative Agent (acting reasonably) and consent of the Monitor; excluding any such disclaimer or surrender resulting from liquidation or other insolvency proceeding initiated by Nantou Mining Burkina Faso S.A. ("Nantou");</p> <p>(j) Suffer or permit any further funding of the Caribou and Perkoa mines by any of the Subject Entities other than as required by Applicable Laws.</p>
<b>Events of Default:</b>	<p>As per the Existing Credit Agreement subject to the following additions:</p> <p>(a) The Lenders determine, in their sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of any Subject Entity or the ability of any Obligor to comply with their respective Secured Obligations under the Credit Agreement, any other Finance Document or any Court Order; provided the following shall not constitute a material adverse change for the purpose of this paragraph: (A) the cessation of operations and transition to care and maintenance by Trevali NB or Nantou, (B) the initiation of liquidation or other insolvency proceedings by Nantou or (C) in the event that there are no acceptable bids involving Trevali NB through the SISP process, any abandonment involving Trevali NB or any of its assets provided such abandonment and the approach thereto does not increase any adverse effect and would not reasonably be expected to increase any adverse effect on the interests of the Administrative Agent or the Lenders;</p> <p>(b) Any Obligor fails to pay or remit any amounts that constitute Priority Payables as they become due from time to time;</p> <p>(c) The Initial Order, the Amended and Restated Initial Order, the SISP Order or the DIP Order is amended, restated or otherwise varied, in a manner that adversely affects or would reasonably be expected to adversely affect (in each case without regard to materiality) the interests of the Administrative Agent, without the prior written consent of the</p>

Administrative Agent, or any Court Order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacation, amendment or restatement adversely affects or would reasonably be expected to adversely affect (in each case without regard to materiality) the interests of the Administrative Agent or the Lenders, including any Court Order:

- (i) terminating, lifting or amending the stay imposed by the Court Orders or otherwise in the CCAA Proceeding;
  - (ii) issuing a bankruptcy order against any CCAA Debtor;
  - (iii) granting an appeal of, or leave to appeal the Initial Order, the Amended and Restated Initial Order, the SISP Order or the DIP Order;
  - (iv) granting or declaring that any other claim or Lien ranks equal or in priority to the DIP Charge or the Security, except as permitted hereunder; or
  - (v) staying, reversing, vacating or otherwise modifying the Credit Agreement or any other Finance Document, the DIP Charge or the Security or prejudicially affecting the Administrative Agent, the Lenders or the Security;
- (d) The SISP is amended, modified, terminated or otherwise varied, which for greater certainty includes any amendments or modifications to the bid deadlines and bid requirements, without the prior written consent of the Administrative Agent;
- (e) The appointment of a receiver and manager, receiver, interim receiver or similar official or any process of any court becomes enforceable against any Subject Entity (other than Trevali NB) or any of their property, any of their property is seized or levied upon, or a creditor or governmental agency takes possession of any property of a Subject Entity (other than Trevali NB);
- (f) Any violation or breach of any Court Order by a CCAA Debtor;
- (g) Subject to the Amended and Restated Initial Order, the SISP Order, the DIP Order any other Court Order, or the prior written consent of the Administrative Agent, any Subject Entity ceases to carry on or maintain its business or its assets in the ordinary course of the business (for the avoidance of doubt, the

	<p>foregoing shall not be triggered by the Caribou or Perkoa mines being placed on care and maintenance);</p> <p>(h) Any proceeding, motion or application is commenced or filed by a CCAA Debtor, or if commenced by another Person, supported or otherwise consented to by a CCAA Debtor, seeking the invalidation, subordination or other challenge of the terms of the DIP Charge, the Credit Agreement or any other Finance Document;</p> <p>(i) Any applicable DIP Budget and/or Updated Cash Flow, in each case as updated from time to time, indicates that such DIP Tranche does not provide sufficient liquidity for the operations of the Borrower or RPZC, as applicable;</p> <p>(j) No Qualified LOI (as defined in the SISP) in respect of RPZC is received at the LOI Deadline (as defined in the SISP) or no Potential Bidder (as defined in the SISP) is determined to be a Qualified Bidder (as defined in the SISP) in respect of RPZC within 5 calendar days of the LOI Deadline;</p> <p>(k) No Qualified Final Bid (as defined in the SISP) in respect of RPZC (or its shareholders which are directly or indirectly controlled by the Borrower) is received at the Final Bid Deadline (as defined in the SISP) or no Qualified Final Bid in respect of RPZC is determined to be a Winning Bid (as defined in the SISP) within 3 Banking Days of the Final Bid Deadline (as defined in the SISP);</p> <p>(l) No Final Agreement (as defined in the SISP) in respect of RPZC (or its shareholders which are directly or indirectly controlled by the Borrower) is executed by the Final Agreement Deadline;</p> <p>(m) The transaction contemplated in any Final Agreement is not approved by the Court or such transaction does not close on the earlier of (A) the date contemplated in such Final Agreement and (B) the Outside Closing Date (as defined in the SISP); and</p> <p>(n) The Monitor declares that a material adverse change has occurred in the CCAA Proceeding.</p>
<p><b>Waivers &amp; Amendments</b></p>	<p>As per the Existing Credit Agreement with the exception that the Majority Lender threshold will be increased from 66% to 75% of the Total Commitment Amount.</p>
<p><b>Application of Cash Proceeds of Realization</b></p>	<p>Section 14.23(b) of the Existing Credit Agreement shall be amended to reflect the following payment priorities from Cash Proceeds of Realization:</p>

	<ol style="list-style-type: none"><li>1. Costs and expenses of enforcement and realization;</li><li>2. Amounts of money borrowed or advanced by the Administrative Agent or Receiver pursuant to the DIP Charge or the Security Documents;</li><li>3. Interest under the DIP Tranche;</li><li>4. Principal under the DIP Tranche;</li><li>5. Interest under the Pre-Filing Tranche; and</li><li>6. All remaining Secured Obligations under the Finance Documents which were, and remain, outstanding on the date of the Initial Order (including holding as cash collateral to be applied against outstanding Letters which have yet to be drawn upon) to be applied <i>pro rata</i> in accordance with the relative Exposures.</li></ol>
<b>Unaffected Creditor Status of the Lenders</b>	<p>(a) the Administrative Agent and the Finance Parties shall at all times be treated as an “<i>unaffected creditor</i>” in the CCAA Proceeding and in any plan of compromise or arrangement filed pursuant thereto and/or in any other insolvency, restructuring, reorganization and/or arrangement proceeding with respect to any Subject Entity thereafter including, without limitation, proceedings under the CCAA or the <i>Bankruptcy and Insolvency Act</i> (Canada) or any other legislation of any jurisdiction pertaining to insolvency or creditors’ rights; and</p> <p>(b) any plan of compromise or arrangement filed by a CCAA Debtor in the CCAA Proceeding or by any Subject Entity in any other proceedings shall not contemplate or result in a compromise or other impairment of the Secured Obligations of the Obligors under the Credit Agreement and any other Finance Documents, or the rights of the Administrative Agent or the Lenders under or in respect thereof; and</p> <p>(c) any stay of proceedings ordered by the Court in the CCAA Proceeding, including, without limitation, in the Initial Order and the Amended and Restated Initial Order, shall not apply to the Administrative Agent, the Lenders or any Finance Parties, in respect of the DIP Tranche, provided, however, that the DIP Order shall provide that the Administrative Agent, the Lenders and Finance Parties, in respect of the DIP Tranche, may not exercise any of their rights or remedies under or pursuant to this Indicative DIP Term Sheet, the Credit Agreement or any other Finance Documents, without providing 3 Banking Days’ notice to the Borrower and the Monitor.</p>

<b>Governing Law:</b>	As per the Existing Credit Agreement
<b>Defined Terms:</b>	<p>“<b>Administration Charge</b>” has the meaning given to it in the Amended and Restated Initial Order;</p> <p>“<b>Amended and Restated Initial Order</b>” means the amended and restated initial order of the Court issued on August 29, 2022 in the CCAA Proceeding;</p> <p>“<b>CCAA Debtors</b>” means the Borrower and Trevali NB;</p> <p>“<b>CCAA Proceeding</b>” means the proceeding commenced by the Borrower and Trevali NB under the <i>Companies’ Creditors Arrangement Act</i> (Canada) (the “CCAA”) before the Court;</p> <p>“<b>Court</b>” means the Supreme Court of British Columbia;</p> <p>“<b>Initial Order</b>” means the initial order of the Court issued on August 19, 2022 in the CCAA Proceeding;</p> <p>“<b>DIP Order</b>” means an order of the Court to be issued in the CCAA proceedings in form and substance acceptable to the Administrative Agent, <i>inter alia</i>, (i) approving the Credit Agreement and the DIP Tranche, (ii) establishing the DIP Charge, and (iii) authorizing the Borrower and Trevali NB to borrow up to the amount of the DIP Tranche pursuant to the Credit Agreement;</p> <p>“<b>Monitor</b>” means FTI Consulting Canada Inc., as the Court-appointed Monitor of the Borrower and Trevali NB in the CCAA Proceeding;</p> <p>“<b>Priority Payables</b>” means harmonized sales tax, sales Tax and any amount payable or accrued by the Borrower or Trevali NB which is secured by an Lien (other than the Administration Charge) which ranks or is capable of ranking prior to or pari passu with the DIP Charge, including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, Taxes, or employer</p>

	<p>pension contributions, and other statutory or other claims that have or may have priority over, or rank pari passu with, the DIP Charge;</p> <p>“<b>SISP</b>” means the sale and investment solicitation process approved by the Court in the SISP Order;</p> <p>“<b>SISP Order</b>” means the order of the Court issued on September 14, 2022 in the CCAA Proceeding, <i>inter alia</i>: (i) approving the SISP, and (ii) approving the appointment of National Bank Financial to act as the investment banker to the Borrower in respect of the SISP at the cost of the Borrower;</p> <p>“<b>Subject Entities</b>” means, collectively, the Obligors and their respective affiliates and subsidiaries, Rosh Pinah Zinc Corporation (Proprietary) Limited and, at any time prior to a liquidation or bankruptcy proceeding under the Applicable Laws of Burkina Faso whereby Nantou is precluded from exercising management and control of Nantou’s business, Nantou.</p>
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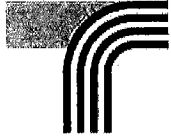


This is **Exhibit "C"** referred to in the Affidavit of  
Brendan Creaney made before me at Vancouver,  
British Columbia, this 11<sup>th</sup> day of October 2022.



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A Commissioner for the taking of Affidavits for  
*British Columbia*



**TREVALI**

## **Trevalli Announces Application for Judicial Liquidation of 90%-Owned Burkina Faso Subsidiary; Extension of CCAA Stay of Proceedings**

VANCOUVER, BC, Oct. 6, 2022 /CNW/ - **Trevalli Mining Corporation** ("Trevalli" or the "Company") announced that its 90%-owned subsidiary Nantou Mining Burkina Faso S.A. ("Nantou Mining") has filed an application for liquidation with the Judicial Tribunal of Commerce in Burkina Faso. Under applicable Burkinabe law, a liquidator is expected to be appointed by the Judicial Tribunal in the coming days, and such liquidator will assume responsibility for the management of the affairs of Nantou Mining.

Upon appointment, the liquidator will carry out or exercise, as applicable, all acts, rights, and obligations of Nantou Mining, and will be required to perform all acts necessary for the preservation of Nantou Mining's rights against its debtors and creditors.

Nantou Mining's liquidity position has deteriorated significantly in the months following the flooding event that occurred at its Perkoa Mine on April 16, 2022. This, together with the substantial funding requirements to carry out a restart of operations and the continued geopolitical uncertainty in Burkina Faso, including the coup d'état carried out on September 30, 2022, has resulted in Nantou Mining being unable to restart operations at the Perkoa Mine at this time, or to effectively carry on its business or meet its obligations as they become due.

The Perkoa Mine had been previously placed into care and maintenance to preserve the value of the mineral resource and mine assets and protect the environment in the mine's vicinity while Nantou Mining explored its available options, before ultimately determining that it was necessary to proceed with the application for judicial liquidation. Employees dedicated to environmental compliance and general maintenance activities at the mine site will continue, while the majority of the approximate 350-person workforce was terminated and paid severance entitlements.

Funds remain on deposit in a segregated environmental reclamation fund administered by the Government of Burkina Faso in order to support future closure and reclamation work. Funds have also been placed in trust to fund a financial settlement with the families of the workers that died in the flooding event on April 16, 2022.

Following appointment of the liquidator, further information will be communicated to affected parties in accordance with applicable legislation.

### **CCAA proceedings**

Pursuant to the Initial Order under the *Companies' Creditors Arrangement Act* ("CCAA"), the Company obtained protection from its creditors for an initial period of ten (10) days (the "Stay Period") and FTI Consulting Canada Inc. was appointed as monitor of the Company (in such capacity, the "Monitor"). The Supreme Court of British Columbia (the "Court") issued an order in

August approving an initial extension of the Stay Period until October 6, 2022. The Court has today issued an order for a second extension of the Stay Period until October 18, 2022.

All inquiries regarding the CCAA proceedings of the Company should be directed to the court-appointed monitor, FTI Consulting Inc. (email: [Trevali@fticonsulting.com](mailto:Trevali@fticonsulting.com) or telephone: +1-877-294-8998). Information about the Company's CCAA proceedings, including all court orders made and the Monitor's reports, are available on the Monitor's website at <http://cfcanada.fticonsulting.com/trevali/>.

## **About Trevali Mining Corporation**

Trevali is a base-metals mining company headquartered in Vancouver, Canada. For further details on Trevali, readers are referred to the Company's website ([www.trevali.com](http://www.trevali.com)) and to Canadian regulatory filings on SEDAR at [www.sedar.com](http://www.sedar.com).

## ***Cautionary Note Regarding Forward-Looking Information and Statements***

This news release contains "forward-looking information" within the meaning of Canadian securities legislation and "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995 (collectively, "forward-looking statements"). Forward-looking statements are based on the beliefs, expectations and opinions of management of the Company as of the date the statement are published, and the Company assumes no obligation to update any forward-looking statement, except as required by law. In certain cases, forward-looking statements can be identified by the use of words such as "plans", "expects", "outlook", "guidance", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might", "will be taken", "occur" or "be achieved" or the negative of these terms or comparable terminology. Forward-looking statements in this news release include, among others, statements with respect to the judicial liquidation process in Burkina Faso, including the appointment of a liquidator by the judicial tribunal and the conduct of such liquidation proceeding, the placing of the Perkoa Mine on care and maintenance and the activities to be carried out during such care and maintenance program. Forward-looking statements relate to future events or future performance and reflect management's expectations or beliefs regarding future events including, but not limited to, statements with respect to the judicial liquidation of Nantou Mining and the care and maintenance program at the Perkoa Mine. By their very nature, forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Such factors include, among others, the filing of the application for judicial liquidation by Nantou Mining; the placement of the Perkoa mine into a care and maintenance program; operating in foreign jurisdictions with risk of changes to governmental regulation; compliance with governmental regulations; compliance with environmental laws and regulations; maintaining ongoing social license to operate; limitations inherent in our insurance coverage; litigation; and other risks of the mining industry including, without limitation, risks and uncertainties that are more fully described in the Company's annual information form, interim and annual audited consolidated financial statements and management's discussion and analysis of those statements, all of which are filed and available for review under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com). Although the Company has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. Trevali provides no assurance that forward-looking statements will prove to be accurate, as actual results and future events may differ from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements.

SOURCE Trevali Mining Corporation

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**For further information:** Investor Relations Contact: Jason Mercier - Director, Investor Relations,  
Email: [jmercier@trevali.com](mailto:jmercier@trevali.com), Phone: +1 (778) 655-6084

CO: Trevali Mining Corporation

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