

This is the 1<sup>st</sup> affidavit  
of Timothy Mister in this case  
and was made on August 20, 2026

No. \_\_\_\_\_  
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**

**AND**

**IN THE MATTER OF WESTERN POTASH CORP., WESTERN POTASH HOLDINGS CORP.,  
0907414 B.C. LTD.**

**AND**

**WPC (JERSEY) LIMITED**

Petitioner

**AFFIDAVIT**

I, Timothy Mister, of the City of New York, in the State of New York, AFFIRM THAT:

**INTRODUCTION**

1. I am the Head of Credit and Royalties at Appian Capital Advisory LLC, which is the parent company of WPC (Jersey) Limited ("**Appian**" or the "**Lender**"). I have been directly involved with the financing arrangements between Appian, as lender, Western Potash Corp. (the "**Borrower**") and Western Potash Holdings Corp. and 0907414 B.C. Ltd. (the "**Guarantors**", and together with the Borrower, the "**Western Potash Group**") and as such, have personal knowledge of the facts and matters hereinafter deposed to except where stated to be based on information and belief and where so stated I do verily believe the same to be true.

2. I have also had the opportunity to review the business records of Appian relevant to the Western Potash Group accounts and the within proceedings and petition and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of Appian.
3. Appian has commenced a proceeding under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of the Western Potash Group. In connection with that proceeding, Appian proposes that FTI Consulting Canada Inc. be appointed as Monitor of the Western Potash Group (the "**Monitor**").
4. As described further below:
  - (a) The Borrower and 0907474 B.C. Ltd. ("**090**") are owners of a potash mine project in southern Saskatchewan known as the Milestone Project ("**Milestone**"). This is a multi-phase project. The Borrower and 090 currently have no revenue-generating production from Milestone, though phase I of the project approached completion.
  - (b) Appian is the senior secured creditor of the Western Potash Group, having advanced not less than CDN\$85 million pursuant to a Facility Agreement dated as of April 28, 2022 (as the same has been amended, the "**Credit Agreement**"). The Borrower is the borrower under the Credit Agreement and the Guarantors guarantee the obligations of the Borrower thereunder. The advances under the Credit Agreement were provided to fund payables of the Borrower and 090 that had accumulated and were unpaid at the time of the financing, and go-forward costs related to design, construction and operation costs for Milestone.
  - (c) Each of the Borrower and the Guarantors granted comprehensive security interests to Appian to secure their obligations under the Credit Agreement, including pursuant to a Security Agreement between the Borrower and Appian, dated May 16, 2022 (the "**Borrower GSA**"), a Debenture by the Borrower to Appian dated May 16, 2022 (the "**Borrower Debenture**"), a Security Agreement between Western Potash Holdings Corp. and Appian, dated May 16, 2022 (the "**Holdings GSA**"), and a Debenture by 0907414 B.C. Ltd in favour of Appian, dated May 16, 2022 (the "**090 Debenture**").
  - (d) The Borrower and the Guarantors have been in default under the Credit Agreement since February 2024 or earlier. Appian has worked cooperatively with the Borrower and the Guarantors to provide time and opportunity to resolve those defaults and obtain additional investment in the Milestone project. However, no actionable solutions have been presented and the financial distress of the Western Potash Group has again become unsustainable.



(e) Appian believes it is the sole party with an economic interest in the project assets at this time given the value of the project in its current state.

(f) To preserve and maximize the value of the project, pursue going concern options, and ensure an orderly process to deal with creditor claims, Appian strongly believes now is the appropriate time to continue a fair, transparent and robust process to market the project under supervision of the court.

## **BUSINESS AND ASSETS OF THE WESTERN POTASH GROUP**

### Corporate Structure

5. The ultimate parent company of the Borrower is Western Resources Corp. ("**WRC Parent**"), which is headquartered in Vancouver, British Columbia. The shares of WRC Parent were listed on the Toronto Stock Exchange.
6. WRC Parent became subject to a cease trade order on March 4, 2025 due the company's delay in filing its annual information form, annual audited financial statements and related management's discussion and analysis and certifications for the financial year ended September 30, 2024 as well as interim financial statements, management's discussion and analysis, and certifications for the period ended December 31, 2024. The most recent unaudited financial statements received from the Western Potash Group are for May 2026 and September 2025, copies of which are attached as **Exhibit "A"**.
7. WRC Parent owns the outstanding shares of Western Potash Holdings Corp. ("**WPHC**"), which owns 100% of the shares of the Borrower.
8. The Borrower and its subsidiary 090 are the operating companies holding the Western Potash Group's interest in the Milestone project-related assets.
9. WRC Parent, WPHC and 090 are incorporated under the laws of British Columbia.
10. The Borrower is incorporated under the laws of Saskatchewan.
11. The majority shareholder of WRC Parent is Vantage Chance Limited, a private investment company registered in the British Virgin Islands.
12. Copies of the corporate profiles for each of the Borrower and the Guarantors are attached hereto as **Exhibit "B"**.

Business Operations

13. The Borrower's principal asset, the Milestone project, is located 35 kilometers southeast of Regina, Saskatchewan.
14. The project includes 84,557 acres of mineral leases and 65,405 acres of freehold leases. The mineral leases are 21-year renewable crown leases.
15. The Borrower has reported it has completed drilling of 11 potash exploration wells on the property, and conducted various seismic studies on the project.
16. The Borrower has further reported that the mine life for the Milestone project could be 40 years and targeted production is 146,000 tonnes per annum.
17. A copy of WRC Parent's Management Discussion and analysis for the year ended September 30, 2023 that discloses the above details is attached as **Exhibit "C"**.
18. Substantial construction had been completed on the project by September 30, 2023, but the project was not, and still is not, ready for operation. Operational readiness requires commissioning of various systems.
19. Since September 30, 2023, progress on the Milestone project has stalled. WRC Parent announced on May 21, 2024 that operations at the Milestone project were temporarily suspended so the Borrower could focus its efforts on additional project financing. WRC Parent reported that two new horizontal caverns would need to be added to the project to bring the project to the initial production stage. Finally, a new mining plan was being developed to allow work on those new caverns as soon as financing for them was secured.
20. A copy of WRC Parent's press release dated May 21, 2024 is attached as **Exhibit "D"**.
21. The Borrower previously reported that its consultant reports estimated total capital expenditures for phase I of the Milestone project would be \$149.45 million. Despite the capital invested to date, in excess of \$240 million, including senior secured loans of not less than \$85 million from Appian, which should have been much more than sufficient to satisfy the capital cost estimates for the project, the Milestone project is still not complete, and from 2024 onward, management of WRC Parent has been seeking additional capital in the amount of \$100 million to complete just Phase I of the project.
22. Notwithstanding Appian's interest in the project, Appian has not been informed of the current status of the Borrower's or 090's approvals with the Saskatchewan Ministry of Environment. WRC Parent

previously reported that operational approval was granted and was being renewed on an annual basis. WRC Parent has reported that a conceptual decommissioning and reclamation report was submitted to the Saskatchewan Ministry of Environment most recently in 2021 and that regulation requires the report to be updated every five years, meaning a renewal should be required this year

23. WRC Parent previously reported that the Borrower had an offtake arrangement with a North American company in the business of selling agricultural fertilizers to purchase an annual production of 146,000 metric tonnes of product from the Borrower. However, the offtake arrangement was subject to certain deadlines to commence production, which lapsed but were extended from time to time from 2021 to 2024. These deadlines have been missed. I am not aware of any further extensions of this offtake arrangement.
24. As the Borrower's and 090's operations have been dormant for an extended period while financing efforts were ongoing, I believe the workforce at the Borrower and 090 is limited at this time.

#### Creditor Payment Issues

25. Prior to Appian's involvement with the Western Potash Group, the Borrower faced substantial filed builders' liens for unpaid improvements on the project.
26. Those builders' liens were resolved in part by the funding under the Credit Agreement.
27. At this time, the Borrower is again facing actions from unpaid builders and again does not have funds to resolve those issues. The Lender has received service of various court applications and judgments by builders claiming in excess of \$928,000 in amounts for unpaid improvements. Notably, those builders have sought and in some cases already obtained authorization, if their judgment is not paid within 120 days, to apply to court for orders for the sale of the Borrower's property including the Milestone project. The Lender has received no notice of any defence against these claims by the Western Potash Group. It appears, judgements are being obtained uncontested. Copies of the applicable applications and orders are attached hereto as **Exhibit "E"**.
28. The Lender has also received correspondence from counsel to Bird Construction Group, indicating that Bird Construction Group is owed unpaid amounts of \$488,286.24 for work on the project. A copy of that correspondence is attached as **Exhibit "F"**.
29. Representatives of the Western Potash Group have advised that the Borrower has an unpaid provincial sales tax liability of \$299,518.53. A copy of this correspondence between Western Potash Group and the Saskatchewan tax authorities is attached as **Exhibit "G"**.

30. On or about May 14, 2026, Appian received Notice from the Rural Municipality of Lajord No. 128, claiming title to the Borrower's real property by virtue of an interest based on a tax lien registered against title as a result of unpaid municipal taxes. A copy of this Notice is attached as **Exhibit "H"**. I have received from Evan Cobb of Norton Rose Fulbright Canada LLP, counsel to Appian, a Tax Certificate for the relevant property indicating a total amount owing of \$1,066,801.21. A copy of the Tax Certificate is attached as **Exhibit "I"**. Any impact of that Tax Certificate and the Notice claiming title that could result in a material impairment to Appian's collateral is of serious concern to Appian.
31. Correspondence from Western Potash Group also indicates that the Borrower is facing significant payment issues with the Ministry of Energy and Resources on account of the Borrower's non-payment of its critical mineral lease amounts. Most recently, the Borrower requested an extension of these lease payments until September 30, 2026. It is not clear what steps, if any, this will cause the Minister to take in relation to these critical leases, but it is clear that the Borrower has no liquidity at this time to make such payments. A copy of this correspondence from the Western Potash Group to the Saskatchewan government is attached as **Exhibit "J"**.
32. In July 2025, the Borrower approached Appian with a request that Appian co-sign an indemnity agreement with the Borrower and WRC Parent in favour of Intact Insurance Company ("**Intact**"), as surety, as additional security for certain decommissioning and reclamation bonds posted by Intact with the Saskatchewan Minister of the Environment. The value of this bond was approximately CDN\$4.3 million. Following a diligent review, Appian concluded it could not support an indemnity in the circumstances as they existed at the time.
33. Appian has recently received notice of a Complaint filed by Intact against WRC Parent and the Borrower in New York State Court in February 2026, pursuant to which Intact seeks to compel the Borrower and WRC Parent to deposit collateral security with Intact Insurance Company in the amount of CDN\$3,819,655.00 as security for the obligations under the decommissioning and reclamation bond. A copy of the Intact Complaint is attached as **Exhibit "K"**.
34. While I do believe the Milestone project is a valuable asset, it finds itself again in the same position as when Appian was first introduced to the project. Cost overruns have led to a significant liquidity shortfall, mounting trade payables, concerning non-payments of taxes and other government payables, non-payment of mineral lease obligations, concerns about the status of bonding, enforcement steps by competing creditors that are ongoing, and an inability to complete the project. The risk of actions by other subordinate creditors against Appian's primary collateral must be remedied.

## SECURED DEBT OWING TO WPC (JERSEY) LIMITED

35. Pursuant to the Credit Agreement, Appian advanced not less than \$85 million, with first ranking security on the assets of the Borrower and the Guarantors, including the entirety of the Milestone project. A copy of the Credit Agreement, and an Amendment to the Credit Agreement dated May 15, 2022, are attached as **Exhibits "L" and "M"**.
36. Copies of the Borrower GSA, the Holdings GSA, the Borrower Debenture and the 090 Debenture providing comprehensive security for the obligations under the Credit Agreement are attached as **Exhibits "N", "O", "P", and "Q"**, respectively.
37. In addition, an affiliate of Appian, WPC Royalty Corp. holds a royalty on the mining properties of the Borrower. A copy of the Royalty Agreement between WPC Royalty Corp. and the Borrower is attached as **Exhibit "R"**. Each of the Borrower and 090 have granted security on their respective assets to secure obligations to WPC Royalty Corp. under the Royalty Agreement. Copies of the second-ranking debenture granted by the Borrower to WPC Royalty Corp. and by 090 to WPC Royalty Corp. are attached as **Exhibits "S" and "T"**.
38. Attached hereto as **Exhibit "U"** are searches of the Personal Property Security registers in British Columbia and Saskatchewan against the Borrower and the Guarantors.
39. An overview of the terms of the Credit Agreement are set out below for general information purposes, but are subject in their entirety to the terms of the Credit Agreement itself.
  - (a) The facility is a multiple-draw term loan facility with a total commitment of the US dollar equivalent of CDN\$85 million.
  - (b) Draws under the Credit Agreement were to be used first, to pay specified trade payables that were in arrears; second, to fund a debt service reserve account; third, toward payment of fees, costs and interest related to the Credit Agreement; fourth, to reimburse WRC Parent for project costs paid by WRC Parent; and fifth, to fund the construction account for the project in accordance with the agreed project plan and operating budget.
  - (c) Interest was payable at a rate of 12.5% per annum, plus default interest at a rate of 2%, for the first 30 days post-payment default, and thereafter plus 5% per annum. Interest is payable quarterly.
  - (d) Principal was repayable quarterly in accordance with a prescribed repayment schedule for sixteen quarters at approximately US\$4.15 million per quarter, ending March 31, 2028.

(e) As a condition to advances under the Credit Agreement, the Borrower was required to show evidence, and did provide evidence, that available funding as of the date of such advances was not less than the costs anticipated to be incurred in connection with the Milestone project to achieve the project completion date in accordance with the approved project plan.

## DEFAULTS BY BORROWER

40. Events of Default began to occur under the Credit Agreement on January 31, 2024, by the Borrower's failure to achieve Interim Operational Completion by the prescribed deadline.
41. Interim Operational Completion is a key date in the financing of the Milestone project. It was the date by which the project was to achieve specific operational thresholds pursuant to a well performance test, a plant throughput test, and a plant production rate test. Failure to meet these thresholds by the prescribed deadline means the project was materially behind the schedule that was the underlying basis for the financing and repayment of the Appian loan.
42. On February 9, 2024, Appian delivered a Reservation of Rights Letter to the Borrower regarding this Event of Default (the "**First Reservation of Rights Letter**").
43. Further Events of Default continued following the First Reservation of Rights Letter, for which a further Reservation of Rights Letter was delivered on April 23, 2024 (the "**Second Reservation of Rights Letter**"). These further events of default included:
  - (a) Incurrence of non-permitted financial indebtedness of approximately CDN\$3.7 million;
  - (b) Failure to maintain a minimum cash balance of CDN\$5 million;
  - (c) Filing of builder's liens on the project property;
  - (d) Breaches of the budgeted amounts in the approved project plan and operating budget;
  - (e) Failure to pay interest for the past three quarterly periods; and
  - (f) Failure to achieve physical completion by the deadline for that further critical step.
44. A copy of the Second Reservation of Rights Letter is attached as **Exhibit "V"**.
45. At the time of the Second Reservation of Rights Letter, the Borrower acknowledged that a new business plan was required and communicated to Appian that it was making efforts to raise

additional subordinated capital to provide necessary liquidity and make necessary outstanding vendor payments. The Borrower was also seeking further financial accommodations from Appian to preserve liquidity. Appian was clear at the time that no further financial accommodations could be promised.

46. Following the Second Reservation of Rights Letter, in June 2024, the Borrower informed Appian of a third party investment proposal stated to be in an amount of \$80 million to fund outstanding trade payables, general and administrative expenses and fund drilling and operational activities. The Borrower requested that Appian defer principal and interest payments while this investment proposal was being explored. Appian accommodated the forbearance request and diligently advanced documentation in connection with this request, but ultimately the investment proposal was not materially advanced by the counterparty.
47. In November 2024, the Borrower presented another new equity investment proposal to Appian indicating an investor's interest in pursuing a \$100 million equity investment in the Borrower within 18 months. Similar to the June 2024 proposal, this proposal was not materially advanced.
48. In January 2025, Appian delivered a further reservation of rights letter to the Borrower (the "**Third Reservation of Rights Letter**") based on additional Events of Default that occurred including:
  - (a) Cessation of business operations;
  - (b) Failure to achieve final operational completion by the deadline for that milestone of August 31, 2024, and
  - (c) A failure to pay debts as they fell due.
49. The Third Reservation of Rights Letter reiterated Appian's concern that the Borrower faces a severe liquidity crisis and does not have sufficient cash to pay essential expenditures, including the cost of its lease of the project property.
50. A copy of the Third Reservation of Rights Letter is attached as **Exhibit "W"**.
51. In addition to all of the events of default described above, the Borrower has failed to pay on time scheduled interest amounts under the Credit Agreement now totalling US\$16.8 million.
52. In summary, the Borrower has fundamentally failed to comply with substantially all of its most essential obligations under the Credit Agreement for a period now exceeding two years.

## RESTRUCTURING EFFORTS AND NEED FOR A FORMAL RESTRUCTURING PROCEEDING

53. All material activity at the Milestone project has been suspended since May 2024, at the latest.
54. The events of default under the Credit Agreement have been outstanding since February 2024 and illustrate a pattern of:
- (a) failures to meet project timelines;
  - (b) cost overruns;
  - (c) payment defaults on the Appian debt, trade payables to key suppliers, and taxes; and
  - (d) risks to existing licenses and surety arrangements and risks of subordinate creditor enforcement..
55. Notwithstanding these fundamental issues, Appian has worked with the Western Potash Group cooperatively and has made accommodations to attempt to achieve a value maximizing solution without court intervention.
56. Based on discussions with Jack Xue at Western Potash Group and indicative transaction documents received to date, options considered by Western Potash Group have included:
- (a) a term sheet delivered to Appian in May 2024 regarding a proposed subordinate financing up to \$80,000,000 to satisfy certain outstanding payables and for go forward project expenses; and
  - (b) a term sheet delivered to Appian in November 2024 from another potential investor regarding another alternative \$100 million equity investment in Western Potash Group.
57. None of the above proposed financing transactions to put the project back on track have materialized. Most recently, the company advised that ongoing discussions with proposed new investors cannot be expected to be executable before Q4, 2026, if at all. Notably, the current equity holders of Western Potash Group have not offered their own financing solution for the current issues and have had ample time to do so.
58. In conjunction with the above steps by the Western Potash Group to attempt to raise financing, Western Potash Group has also retained FTI Capital Advisors Canada ULC (together with FTI Consulting Canada Inc., "FTI") at the suggestion of Appian, to assist in a structured solicitation



process for potential strategic transactions (the “**FTI Process**”). FTI was engaged by Western Potash Group on October 18, 2025.

59. The FTI Process is overseen by Dean Mullett, a Senior Managing Director at FTI. Mr. Mullett has provided regular updates to Appian regarding the FTI Process to date. That process has included a targeted outreach to approximately 110 parties who, based on FTI's experience and market knowledge, may be interested in pursuing a sale, investment or restructuring transaction for the Milestone project.
60. I have been informed by Mr. Mullett that there is interest in potential strategic transactions for the Milestone project that can be pursued if sufficient time and a stabilized environment are available.
61. Appian believes it is in the best interests of all stakeholders to continue a sale and investment solicitation process under court protection and within the structure of a formal court supervised CCAA process. In particular:
62. Assets of the Milestone project are at significant risk of irreparable impairment. The project has been stalled for approximately two years in an incomplete and non-operational state. No party is at this time both properly financed and empowered to ensure the asset is physically protected from irreparable damage and that all steps are taken to address any environmental or other conditions that may arise for a solution mining project such as Milestone. In addition, the critical mineral leases continue to be at risk of cancellation if overdue payments are not made. If lost, there is no guarantee those leases can be re-obtained on acceptable terms. Finally, the impact of any loss of reclamation bonding upon the continuation of operations and satisfaction of any reclamation obligations is unclear.
63. Risks to Appian's Security. As the senior secured creditor having advanced not less than CDN\$85 million in the project to date, Appian has permitted payment defaults now exceeding CDN\$16 million to accrue while restructuring efforts proceeded. Other creditors are understandably not patiently waiting and are commencing enforcement steps. A collective court process is necessary to deal with these pending competing enforcement actions in a coordinated manner.
64. Value Maximization. Based upon input received in the FTI Process, and the various liens and other encumbrances filed against the project, Appian expects that any party interested in investing in or acquiring the Milestone project for maximum value would need a forum within which to resolve outstanding liens, encumbrances and creditor claims.
65. No prejudice to stakeholders. The Project is currently dormant. The key question is how to best pursue a strategic transaction to obtain recoveries for creditors and put the project into operation

safely and securely. Existing management and equity holders have had more than sufficient opportunity to identify a solution outside of a court process. No stakeholder is harmed by a formal, fair and transparent process to achieve that outcome. In fact, all stakeholders with an economic or other remaining interest in the asset are well-served by a CCAA process.

66. Complexity of the Asset. While the project is not operational at this time, it is a complex asset involving extensive equipment, capital assets, environmental and regulatory considerations. A court officer, with the protections available to them, is the only third party who would be reasonably willing to take control of the project at this time for the benefit of stakeholders.

67. On August 7, 2026, Appian delivered a demand letter and notice of intention to enforce security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada) to the Borrower and the Guarantors. A copy of the demand letter and the notice of intention to enforce security are attached as **Exhibit “X”**.

68. On August 13, 2026, I was contacted by email by George Gao of Western Potash Group. Mr. Gao advised:

Thank you for taking the time to discuss with us earlier today. We fully understand and respect Appian’s decision and approach.

That said, there are some immediate payment challenges that need to be addressed between now and the time the DIP funding is confirmed. Western Potash currently has very limited cash available to maintain its fundamental operations. These immediate requirements include:

1. Staff payroll and related payments;
2. Payments relating to certain privately owned mineral rights. These payments are made by pre-issued cheques, some of which have recently been returned due to insufficient funds;
3. Retainers for WPC’s counsel in connection with the CCAA proceedings, as well as retainers for the Monitor and its counsel; and
4. Certain other urgent and necessary operating payments.

A copy of Mr. Gao’s email is attached as **Exhibit “Y”**.

## **MONITOR’S ROLE**

69. Appian believes FTI is the appropriate party to be appointed as a Monitor of the Borrower and the Guarantors at this time. FTI is familiar with the assets and potentially interested parties as a result of the ongoing FTI Process.

70. I am advised by Mr. Mullett that FTI is licensed insolvency trustee in Canada and qualified to act as Monitor in this matter and has consented to appointment.

71. It is clear to Appian that a formal sale and investment solicitation process (a “**SISP**”) is needed for the assets and operations of the Western Potash Group in order to maximize value for stakeholders, and where possible move toward going concern operations.

72. Appian has lost confidence in the Western Potash Group’s ability to manage such a value-maximizing SISP and preserve a going concern solution. Western Potash Group has no funding and has failed to complete any of the financing options pursued during Appian’s period of accommodation.

73. The Western Potash Group is taking no steps to respond to or remedy the enforcement steps that are being advanced by other subordinate creditors that could impair Appian’s position.

74. Appian is the only party with an economic interest in Milestone sufficient to fund a SISP and is only willing to do so in the context of a formal CCAA process under the supervision of a Monitor with enhanced oversight powers.

75. A proceeding under the CCAA, as opposed to possible secured creditor enforcement options, provides a number of benefits to stakeholders in this case. First, instead of placing Milestone under the control of a receiver, a CCAA proceeding maintains of the status quo to the highest degree possible in the circumstances. This is practically beneficial as Appian remains of the view that completing the Milestone project will achieve the best return, and have the best opportunity of preserving existing permits, licenses and other authorizations by maintaining the status quo through a debtor-in-possession process. Second, a debtor-in-possession process will facilitate any continued work on the project during the CCAA proceeding, which a receiver may not otherwise be willing to conduct. Third, I am advised by Mr. Cobb that the CCAA process provides a number of flexible mechanisms to support a restructuring process such as the availability of protections to critical suppliers, charges in favour of advisors, and provision for debtor-in-possession financing arrangements that provide appropriate covenant protections to lenders.

76. While the Milestone project does not currently have any ongoing operations, its assets remain complex. Neither FTI nor Appian have complete knowledge of all aspects of the project at this time or any risks associated therewith. A debtor-in-possession process allows FTI to assess the current status of these matters in its capacity as Monitor while the debtors themselves remain in possession of these assets.

77. The enhanced Monitor’s powers proposed by Appian include:

- (a) steps for the preservation and protection of the Western Potash Group’s business and property;
- (b) managing, operating and carrying on the business in the name of and on behalf of the Western Potash Group;

- (c) disclaiming, in accordance with the CCAA, any contracts;
- (d) engaging, retaining, or terminating or causing the Western Potash Group to engage, retain or terminate, the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, as the Monitor deems necessary or appropriate;
- (e) purchasing or leasing such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Western Potash Group or any parts thereof;
- (f) receiving and collecting all monies and accounts now owed or hereafter owing to the Western Potash Group;
- (g) executing, assigning, issuing and endorsing documents of whatever nature in respect of any of the Western Potash Group, including the DIP Term Sheet;
- (h) undertaking environmental or workers' health and safety assessments of the property and operations of the Western Potash Group;
- (i) marketing the property and business of the Western Potash Group pursuant to the SISP;
- (j) applying for permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Western Potash Group;
- (k) meeting with and direct management of the Western Potash Group with respect to any of the foregoing including, without limitation, operational and restructuring matters;

78. The scope of these powers may require further modification as the proceedings develop.

## **DIP FINANCING**

79. Based upon discussions with FTI, Appian believes an appropriate SISP will require approximately 6 to 7 months to complete (the “**SISP Period**”). A cash flow forecast has been prepared and will be included in the proposed Monitor’s Pre-Filing Report. The forecast identifies a cash need during the SISP Period of approximately \$6 million, or \$3 million for the first 10 days of the proceedings.

80. Appian is prepared to provide funding for that cash need pursuant to the terms of a court-approved super-priority financing arrangement. A copy of the financing term sheet proposed by Appian is attached as **Exhibit “Z”** (the “**DIP Term Sheet**”).

81. As noted above, funding is urgently needed at this time to satisfy critical expenditures. A solicitation process for interim financing options was not separately conducted as there was not sufficient time for such a process. In addition, Appian believes the commercial terms of the DIP Term Sheet are consistent with market terms. Finally, I understand from Mr. Mullett that in discussions with potentially interested parties during the FTI Process, no alternative interim financing options were identified that would be executable on the timeline required.

82. The financial terms of the DIP Term Sheet are comparable to the existing Credit Agreement, summarized as follows:

- (a) Principal Amount: 6 million;
- (b) Term: 9 months;
- (c) Interest Rate (paid-in-kind): SOFR + 8% per annum.
- (d) Additional Fees: Commitment Fee of: 2% of maximum DIP amount.

83. The DIP Term Sheet also establishes the following milestones for the CCAA proceeding:

- (a) Granting of an Amended and Restated Initial Order approving the DIP Term Sheet: August 31, 2026;
- (b) Court-approval of and commencement of a SISF: August 31, 2026

84. Appian believes the proposed DIP Term Sheet is the only executable financing option at this time, and the only financing option Appian will support to advance the SISF.

85. Appian is only prepared to provide the funding described in the DIP Term Sheet on the condition that such financing will be subject to a customary court-ordered priority charge, ranking behind only the Administration Charge (as defined below).

#### **ADMINISTRATION CHARGE**

86. Appian requests, as part of the Initial Order, a first-ranking court-ordered charge on the current and future assets of the Borrower and the Guarantors, in a maximum amount of \$350,000 to secure the fees and disbursements incurred during these proceedings by the Monitor and counsel to the Monitor (the “**Administration Charge**”).

87. Appian has worked with the proposed Monitor to determine a reasonable quantum for the Administration Charge and believes that charge to be reasonable and appropriate in the circumstances I

view of the services to be provided by the beneficiaries of the charge. I am informed by the beneficiaries of the charge that they would be unwilling to accept the proposed mandates without the protection of the Administration Charge.

### COMEBACK HEARING

88. Appian anticipates that at the comeback hearing, within ten days, a request will be made for approval of the SISP. In order to preserve and maximize value for this asset and pursue going concern options, Appian believes it is important for the SISP to commence as soon as possible. Appian is currently working with the proposed Monitor on the material terms of the SISP, and expects that the SISP would be conducted by the Monitor with assistance as necessary from Appian, the Borrower and the Guarantors.

### CONCLUSION

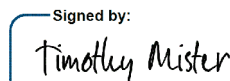
89. I am authorized to swear this Affidavit on behalf of Appian in support of the CCAA application.

90. I make this Affidavit for no improper purpose.

AFFIRMED remotely by Timothy Mister stated )  
as being located in Edison, New Jersey, before )  
me as being located in Toronto, Ontario, on )  
August 20, 2026, in accordance with O. Reg )  
431/20 Administering Oath or Declaration )  
Remotely.



\_\_\_\_\_  
A Commissioner for taking )  
Affidavits for Ontario )

Signed by:  
  
5F40B480FC85481...

\_\_\_\_\_  
Timothy Mister

This is **Exhibit “ A ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



**CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS (UNAUDITED)**  
**FOR THE MONTH ENDED MAY 31, 2026**  
**(Expressed in Canadian Dollars)**



**NOTICE OF NO AUDITOR REVIEW OF INTERIM FINANCIAL STATEMENTS**

Under National Instrument 51-102, Part 4, subsection 4.3(3) (a), if an auditor has not performed a review of the interim financial statements, they must be accompanied by a notice indicating that the financial statements have not been reviewed by an auditor. The Company's independent auditor has not performed a review of these financial statements in accordance with standards established by the Canadian Institute of Chartered Accountants for a review of interim financial statements by an entity's auditor.

The accompanying unaudited interim financial statements of the Company have been prepared by and are the responsibility of the Company's management.

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**Western Potash Corp.****Condensed Consolidated Interim Statements of Financial Position (unaudited)**

(Expressed in Canadian Dollars)

| <b>Wester Potash Corp.</b>                                                        |              |                                   |                           |                           |
|-----------------------------------------------------------------------------------|--------------|-----------------------------------|---------------------------|---------------------------|
| <b>Condensed Consolidated Interim Statement of Financial Position (unaudited)</b> |              |                                   |                           |                           |
|                                                                                   | <b>Notes</b> | <b>Net change in<br/>May 2026</b> | <b>As at May 31, 2026</b> | <b>As at Apr 30, 2026</b> |
| <b>ASSETS</b>                                                                     |              |                                   |                           |                           |
| <b>Current assets</b>                                                             |              |                                   |                           |                           |
| Cash and cash equivalents                                                         | <b>2</b>     | 59                                | 1,835                     | 1,776                     |
| Other financial assets                                                            |              | -                                 | 2,705                     | 2,705                     |
| Prepaid expenses                                                                  |              | -                                 | 68,463                    | 68,463                    |
| Accounts receivable                                                               | <b>3</b>     | (4,279)                           | 9,619                     | 13,897                    |
|                                                                                   |              | (4,220)                           | 82,622                    | 86,842                    |
| <b>Non-current assets</b>                                                         |              |                                   |                           |                           |
| Mineral property, plant and equipment                                             | <b>4</b>     | 12,644                            | 367,638,957               | 367,626,313               |
| Other assets                                                                      | <b>5</b>     | -                                 | 2,977,650                 | 2,977,650                 |
|                                                                                   |              | 12,644                            | 370,616,607               | 370,603,963               |
| <b>TOTAL ASSETS</b>                                                               |              | <b>8,424</b>                      | <b>370,699,229</b>        | <b>370,690,805</b>        |
| <b>LIABILITIES</b>                                                                |              |                                   |                           |                           |
| <b>Current liabilities</b>                                                        |              |                                   |                           |                           |
| Accounts payable and accrued liabilities                                          | <b>6</b>     | 23,134                            | 9,929,401                 | 9,906,267                 |
| Short term loan and interest payable                                              | <b>7</b>     | 167,181                           | 3,333,274                 | 3,166,093                 |
| Current portion of loan payable                                                   | <b>8</b>     | 10,936                            | 138,225,738               | 138,214,802               |
|                                                                                   |              | 201,251                           | 151,488,413               | 151,287,162               |
| <b>Long term liabilities</b>                                                      |              |                                   |                           |                           |
| Intercompany payable                                                              |              | 2,611                             | 96,427,912                | 96,258,119                |
| Asset retirement obligation                                                       | <b>9</b>     | -                                 | 3,285,160                 | 3,285,160                 |
| Exchangeable Debenture and interest payable                                       | <b>10</b>    | -                                 | 12,236,111                | 12,236,111                |
| Financial liability - warrants                                                    |              | -                                 | 556,416                   | 556,416                   |
| Royalty payable                                                                   |              | -                                 | 11,628,605                | 11,628,605                |
|                                                                                   |              | 2,611                             | 123,967,022               | 123,964,411               |
| <b>TOTAL LIABILITIES</b>                                                          |              | <b>203,862</b>                    | <b>275,455,435</b>        | <b>275,251,573</b>        |
| <b>SHAREHOLDERS' EQUITY</b>                                                       |              |                                   |                           |                           |
| Share capital                                                                     |              | -                                 | 214,017,654               | 214,017,654               |
| Contributed surplus                                                               |              | -                                 | 28,347,251                | 28,347,251                |
| Retained Earnings (Deficit)                                                       |              | (195,438)                         | (147,121,111)             | (146,925,673)             |
| <b>TOTAL SHAREHOLDERS' EQUITY</b>                                                 |              | <b>(195,438)</b>                  | <b>95,243,794</b>         | <b>95,439,232</b>         |
| <b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>                                 |              | <b>8,424</b>                      | <b>370,699,229</b>        | <b>370,690,805</b>        |

These unaudited condensed consolidated interim financial statements were prepared by the Management:

/s/ Wenye Xue Director

**Western Potash Corp.****Condensed Consolidated Interim Statements of Loss and Comprehensive Loss (unaudited)**

(Expressed in Canadian Dollars)

| <b>Wester Potash Corp.</b>                                                                 |              |                                   |                                                |                                                |
|--------------------------------------------------------------------------------------------|--------------|-----------------------------------|------------------------------------------------|------------------------------------------------|
| <b>Condensed Consolidated Interim Statement of loss and Comprehensive loss (unaudited)</b> |              |                                   |                                                |                                                |
|                                                                                            | <b>Notes</b> | <b>Net change in<br/>May 2026</b> | <b>For eight months<br/>ended May 31, 2026</b> | <b>For seven months<br/>ended Apr 30, 2026</b> |
| <b>EXPENSES</b>                                                                            |              |                                   |                                                |                                                |
| Office and miscellaneous expenses                                                          |              | 204                               | 793                                            | 589                                            |
| Professional fees                                                                          |              | 1,700                             | 8,063                                          | 6,363                                          |
| Travel                                                                                     |              | 727                               | 95,854                                         | 95,127                                         |
| Consulting fees                                                                            |              | 10,050                            | 113,953                                        | 103,902                                        |
| Salaries, wages and benefits                                                               |              | 136,902                           | 1,298,970                                      | 1,162,068                                      |
| Depreciation                                                                               |              | 4,429                             | 35,434                                         | 31,005                                         |
| Filing and regulatory fees                                                                 |              | 10,415                            | 301,429                                        | 291,014                                        |
| Utilities expense                                                                          |              | 7,069                             | 316,561                                        | 309,492                                        |
| Interest expense                                                                           |              | 2,939                             | 9,431,798                                      | 9,428,859                                      |
| Bank charges and interest                                                                  |              | 3,769                             | 183,703                                        | 179,934                                        |
| Contract services                                                                          |              | 1,967                             | 27,251                                         | 25,284                                         |
| HSSE expense                                                                               |              | -                                 | 1,668                                          | 1,668                                          |
| Property Taxes                                                                             |              | 956                               | 6,410                                          | 5,454                                          |
| Rent                                                                                       |              | 7,677                             | 109,646                                        | 101,969                                        |
| Repair and maintenance                                                                     |              | 1,887                             | 69,320                                         | 67,433                                         |
| Telephone                                                                                  |              | 4,747                             | 37,082                                         | 32,334                                         |
| <b>Loss before other income</b>                                                            |              | <b>(195,440)</b>                  | <b>(12,037,935)</b>                            | <b>(11,842,494)</b>                            |
| <b>Other income (expenses)</b>                                                             |              |                                   |                                                |                                                |
| <b>Other income</b>                                                                        |              |                                   |                                                |                                                |
| Interest income                                                                            |              | -                                 | 29,773                                         | 29,773                                         |
| Foreign Exchange Gain (Loss)                                                               |              | -                                 | 80                                             | 80                                             |
| Investment income                                                                          |              | -                                 | 10,618                                         | 10,618                                         |
| Other income                                                                               |              | 2                                 | (61,633)                                       | (61,635)                                       |
|                                                                                            |              | 2                                 | (21,161)                                       | (21,163)                                       |
| <b>Other expenses</b>                                                                      |              |                                   |                                                |                                                |
| Finance costs                                                                              |              | -                                 | 12,234                                         | 12,234                                         |
|                                                                                            |              | 2                                 | (33,395)                                       | (33,397)                                       |
| <b>Net loss for the period</b>                                                             |              | <b>(195,438)</b>                  | <b>(12,071,329)</b>                            | <b>(11,875,891)</b>                            |
| <b>Comprehensive loss for the period</b>                                                   |              | <b>(195,438)</b>                  | <b>(12,071,329)</b>                            | <b>(11,875,891)</b>                            |

See accompanying notes to these unaudited condensed consolidated interim financial statements.

**Western Potash Corp.****Notes to the Condensed Consolidated Interim Financial Statements (unaudited)**

For the month ended May 31, 2026

**1. Basis of preparation and significant accounting policies*****Statement of Compliance***

These unaudited condensed consolidated interim financial statements comprise the accounts of the Company and its subsidiaries have been prepared in accordance with International Accounting Standard 34, Interim Financial Reporting of International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"), and the interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). These unaudited condensed consolidated interim financial statements have been prepared using the accounting policies, determination of significant estimates and judgements, and corresponding accounting treatment consistent with the Company's annual audited financial statements for the year ended September 30, 2025.

***Basis of Presentation and Functional Currency***

These condensed consolidated interim financial statements do not include all of the information required to be included in annual financial statements prepared in accordance with IFRS and are intended to provide users with an update in relation to events and transactions that are significant to an understanding of the changes in financial position and performance of the Company since the end of the last annual reporting period. It is therefore recommended that this financial report be read in conjunction with the annual financial statements of the Company for the year ended September 30, 2025. Certain amounts in prior periods have been reclassified to conform to the current period presentation. All amounts are expressed in Canadian dollars, which is also the functional currency of the Company and its subsidiaries.

**2. Cash and cash equivalents**

|                                  | As at May 31, 2026 | As at Apr 30, 2026 |
|----------------------------------|--------------------|--------------------|
|                                  | \$                 | \$                 |
| Cash                             | 1,835              | 1,776              |
| <b>Cash and cash equivalents</b> | <b>1,835</b>       | <b>1,776</b>       |

**3. Account receivable**

Account receivable decreased by \$4,279, which is the GST refunds receivable.

#### 4. Mineral property, plant, and equipment

|                                 | Mineral interests<br>and mine<br>development<br>costs | Decommissioning<br>Asset | Construction in<br>progress | Property and<br>office<br>equipment | Right-of-<br>use assets | Intangible assets<br>under<br>development | Total              |
|---------------------------------|-------------------------------------------------------|--------------------------|-----------------------------|-------------------------------------|-------------------------|-------------------------------------------|--------------------|
| <b>As at September 30, 2024</b> | <b>82,797,743</b>                                     | <b>3,120,995</b>         | <b>279,556,439</b>          | <b>1,113,656</b>                    | <b>57,103</b>           | <b>337,201</b>                            | <b>366,983,138</b> |
| Additions (Decrease)            | 354,223                                               | (79,711)                 | 509,749                     | -                                   |                         | 31,500                                    | 815,760            |
| <b>As at September 30, 2025</b> | <b>83,151,966</b>                                     | <b>3,041,284</b>         | <b>280,066,188</b>          | <b>1,113,656</b>                    | <b>57,103</b>           | <b>368,701</b>                            | <b>367,798,898</b> |
| Additions (Decrease)            | -                                                     | -                        | 724,691                     | -                                   |                         | 31,500                                    | 756,191            |
| <b>As at May 31, 2026</b>       | <b>83,151,966</b>                                     | <b>3,041,284</b>         | <b>280,790,878</b>          | <b>1,113,656</b>                    | <b>57,103</b>           | <b>400,201</b>                            | <b>368,555,088</b> |
| <b>Accumulated Depreciation</b> |                                                       |                          |                             |                                     |                         |                                           |                    |
| <b>As at September 30, 2024</b> | -                                                     | -                        | -                           | (738,460)                           | (57,103)                | -                                         | (795,563)          |
| Depreciation for the period     | -                                                     | -                        | -                           | (53,635)                            |                         | -                                         | (53,635)           |
| <b>As at September 30, 2025</b> | -                                                     | -                        | -                           | (792,095)                           | (57,103)                | -                                         | (849,198)          |
| Depreciation for the period     | -                                                     | -                        | -                           | (35,434)                            |                         | -                                         | (35,434)           |
| <b>As at May 31, 2026</b>       | -                                                     | -                        | -                           | (827,529)                           | (57,103)                | -                                         | (884,632)          |
| <b>Net book value</b>           |                                                       |                          |                             |                                     |                         |                                           |                    |
| <b>As at September 30, 2024</b> | <b>82,443,520</b>                                     | <b>3,120,995</b>         | <b>166,485,535</b>          | <b>397,576</b>                      | <b>29,893</b>           | <b>328,822</b>                            | <b>252,806,342</b> |
| <b>As at September 30, 2025</b> | <b>83,151,966</b>                                     | <b>3,041,284</b>         | <b>280,066,188</b>          | <b>321,561</b>                      | -                       | <b>368,701</b>                            | <b>366,949,700</b> |
| <b>As at May 31, 2026</b>       | <b>83,151,966</b>                                     | <b>3,041,284</b>         | <b>280,790,878</b>          | <b>286,127</b>                      | -                       | <b>368,701</b>                            | <b>367,638,957</b> |

In May 2026, the net increase of \$12,644 was mainly due to the increase of construction in progress.

#### 5. Other Assets

The Company has a surety bond in the amount of 4,308,342 (the "Surety Bond"), which was originally issued in November 2023, renewed in November 2024 and renewed in November 2025 respectively. The Surety Bond was secured by a deposit held by the Surety Bond issuer, in the amount of \$904,868, 20% of the Surety Bond value. The Company has \$2,000,000 deposits for a storage facility.

#### 6. Accounts payable and accrued liabilities

|                                                 | As at May 31, 2026 | As at Apr 30, 2026 |
|-------------------------------------------------|--------------------|--------------------|
|                                                 | \$                 | \$                 |
| Trade payable related to mineral property       | 9,235,312          | 9,232,220          |
| Accrued liabilities                             | 466,143            | 446,101            |
| Other payables                                  | 227,946            | 227,946            |
| <b>Accounts payable and accrued liabilities</b> | <b>9,929,401</b>   | <b>9,906,267</b>   |

Trade payable related to mineral property increased \$23,134, which is related to procurement of monthly recurring expenses.

## 7. Short term loan payable

The major shareholder of Western Resources Corp. (the “Parent Company”) provided \$167,181 contingency fund to the Company in the form of short-term loans.

## 8. Loan and Interest payable

The current value of the Appian Loan and associated interest was revaluated at each month-end by the current effective interest rate and exchange rate. As of November 30, 2024, the Appian Loan Facility payable of \$104,647,979 was classified as a current liability due to Appian’s ability to take acceleration actions to declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding be immediately due and payable. An accretion interest of \$4,457,845 was recorded due to this classification. In accordance with the fourth, fifth, sixth and seventh amendment letter to the Appian Loan Facility agreement respectively, the Company has elected to capitalize its interest payables to Appian for the period ending 30 June 2025, 31 March 2025, 31 December 2024, 30 September 2024, 30 June 2024, 30 March 2024, 31 December 2023, and 30 September 2023 respectively due to its cash restrictions. The interest of Appian loan after the Company’s site suspension starting from May 2024 totaled \$28,679,205 as of 31 May 2026.

## 9. Assets Retirement Obligation

As of May 31, 2026, the Company recognized an asset retirement obligation of \$3,285,160 (September 30, 2025 - \$3,285,160) for mine development activities that have occurred to date. The following assumptions were used in the calculation of the Company’s asset retirement obligation:

|                                                  | For the period ended |              |
|--------------------------------------------------|----------------------|--------------|
|                                                  | May 31, 2026         | Sep 30, 2025 |
| Undiscounted cost of asset retirement obligation | \$5,252,500          | \$5,252,500  |
| Pre-tax risk-free discount rate                  | 4.09%                | 4.09%        |
| Inflation rate                                   | 2.00%                | 2.00%        |
| Year of settlement                               | 2062                 | 2062         |

A continuity of the asset retirement obligation is as follows:

|                                 | \$               |
|---------------------------------|------------------|
| <b>As at September 30, 2023</b> | <b>2,341,891</b> |
| Revaluation adjustment          | 870,677          |
| Interest expense                | 35,082           |
| <b>As at September 30, 2024</b> | <b>3,247,650</b> |
| <b>As at September 30, 2025</b> | <b>3,285,160</b> |
| <b>As at May 31, 2026</b>       | <b>3,285,160</b> |

In determining the amounts to be recorded as asset retirement obligations, the Company estimates the current fair value for completing required work and makes assumptions as to when the future expenditures will actually be incurred, in order to generate future cash flow information. All factors used in estimating the Company’s asset retirement obligations represent management’s best estimates of the cost required to meet existing legislation or regulations. However, it is reasonably possible that numbers or volumes of contaminated assets, cost estimates to perform work, inflation assumptions and the assumed pattern of annual cash flows may differ significantly from the Company’s current assumptions.

Asset retirement obligations are reviewed annually or more frequently if significant changes in regulations or other relevant factors occur. Estimate changes are accounted for prospectively.

## 10. Exchangeable Debenture and Interest payable

On August 15, 2023, the Company signed an exchangeable debenture agreement with Vantage, pursuant to which Vantage agreed to subscribe for a \$10 million exchangeable debenture issued by the Company. The transaction was closed on December 27, 2023, and the Company issued an exchangeable debenture certificate to Vantage.





**CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)  
FOR THE YEAR ENDED SEPTEMBER 30, 2025  
(Expressed in Canadian Dollars)**

**NOTICE OF NO AUDITOR REVIEW OF FINANCIAL STATEMENTS**

Under National Instrument 51-102, Part 4, subsection 4.3(3) (a), if an auditor has not performed a review of the financial statements, they must be accompanied by a notice indicating that the financial statements have not been reviewed by an auditor. The Company's independent auditor has not performed a review of these financial statements in accordance with standards established by the Canadian Institute of Chartered Accountants for a review of financial statements by an entity's auditor.

The accompanying unaudited financial statements of the Company have been prepared by and are the responsibility of the Company's management.

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| <b>Condensed Consolidated Statements of Loss and Comprehensive Loss (unaudited) .....</b> | <b>5</b> |
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| 3. Account receivable.....                                                                | 7        |
| 4. Mineral property, plant, and equipment.....                                            | 8        |
| 5. Other Assets.....                                                                      | 8        |
| 6. Accounts payable and accrued liabilities .....                                         | 9        |
| 7. Short term loan payable .....                                                          | 9        |
| 8. Appian Loan and Interest payable .....                                                 | 9        |
| 9. Intercompany Payable .....                                                             | 9        |
| 10. Assets Retirement Obligation .....                                                    | 9        |
| 11. Exchangeable Debenture and Interest payable.....                                      | 10       |

**Western Potash Corp.**  
**Condensed Consolidated Statements of Financial Position (unaudited)**  
(Expressed in Canadian Dollars)

| <b>Wester Potash Corp.</b>                                                |              |                           |                           |
|---------------------------------------------------------------------------|--------------|---------------------------|---------------------------|
| <b>Condensed Consolidated Statement of Financial Position (unaudited)</b> |              |                           |                           |
|                                                                           | <b>Notes</b> | <b>As at Sep 30, 2025</b> | <b>As at Sep 30, 2024</b> |
| <b>ASSETS</b>                                                             |              |                           |                           |
| <b>Current assets</b>                                                     |              |                           |                           |
| Cash and cash equivalents                                                 | <b>2</b>     | 59,999                    | 111,247                   |
| Other financial assets                                                    |              | 24,473                    | 24,473                    |
| Prepaid expenses                                                          |              | 358,151                   | 353,699                   |
| Accounts receivable                                                       | <b>3</b>     | 34,520                    | 34,600                    |
|                                                                           |              | 477,143                   | 524,019                   |
| <b>Non-current assets</b>                                                 |              |                           |                           |
| Mineral property, plant and equipment                                     | <b>4</b>     | 366,949,700               | 366,177,730               |
| Other assets                                                              | <b>5</b>     | 2,977,651                 | 2,973,869                 |
| Investment in associates                                                  |              | 61,867                    | 61,867                    |
|                                                                           |              | 369,989,218               | 369,213,466               |
| <b>TOTAL ASSETS</b>                                                       |              | <b>370,466,361</b>        | <b>369,737,485</b>        |
| <b>LIABILITIES</b>                                                        |              |                           |                           |
| <b>Current liabilities</b>                                                |              |                           |                           |
| Accounts payable and accrued liabilities                                  | <b>6</b>     | 8,404,472                 | 7,652,079                 |
| Short term loan and interest payable                                      | <b>7</b>     | 3,788,913                 | -                         |
| Current portion of Appian loan payable                                    | <b>8</b>     | 128,514,228               | 104,647,979               |
|                                                                           |              | 140,707,613               | 112,300,058               |
| <b>Long term liabilities</b>                                              |              |                           |                           |
| Intercompany payable                                                      | <b>9</b>     | 94,392,431                | 94,536,165                |
| Asset retirement obligation                                               | <b>10</b>    | 3,247,650                 | 3,247,650                 |
| Exchangeable Debenture and interest payable                               | <b>11</b>    | 12,236,111                | 10,968,750                |
| Financial liability - warrants                                            |              | 556,416                   | 556,416                   |
| Royalty payable                                                           |              | 11,628,605                | 11,628,605                |
|                                                                           |              | 122,061,213               | 120,937,586               |
| <b>TOTAL LIABILITIES</b>                                                  |              | <b>262,768,826</b>        | <b>233,237,645</b>        |
| <b>SHAREHOLDERS' EQUITY</b>                                               |              |                           |                           |
| Share capital                                                             |              | 214,017,654               | 214,017,654               |
| Contributed surplus                                                       |              | 28,347,251                | 28,347,251                |
| Retained Earnings (Deficit)                                               |              | (133,667,370)             | (105,865,064)             |
| <b>TOTAL SHAREHOLDERS' EQUITY</b>                                         |              | <b>107,697,535</b>        | <b>136,499,840</b>        |
| <b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>                         |              | <b>370,466,361</b>        | <b>369,737,485</b>        |

These unaudited condensed consolidated financial statements were prepared by the Management:  
/s/ Wenye Xue Director

**Western Potash Corp.****Condensed Consolidated Statements of Loss and Comprehensive Loss (unaudited)**

(Expressed in Canadian Dollars)

| <b>Wester Potash Corp.</b>                                                         |              |                           |
|------------------------------------------------------------------------------------|--------------|---------------------------|
| <b>Condensed Consolidated Statement of loss and Comprehensive loss (unaudited)</b> |              |                           |
|                                                                                    | <b>Notes</b> | <b>As of Sep 30, 2025</b> |
| <b>EXPENSES</b>                                                                    |              |                           |
| Office and miscellaneous expenses                                                  |              | 2,129                     |
| Professional fees                                                                  |              | 6,397                     |
| Travel                                                                             |              | 138,633                   |
| Consulting fees                                                                    |              | 178,920                   |
| Salaries, wages and benefits                                                       |              | 1,934,691                 |
| Depreciation                                                                       |              | 53,635                    |
| Utilities expense                                                                  |              | 527,084                   |
| Interest expense                                                                   | <b>7,8</b>   | 19,937,075                |
| Accounting fees                                                                    |              | 23,100                    |
| Bank charges and interest                                                          |              | 99,297                    |
| Contract services                                                                  |              | 54,861                    |
| HSSE expense                                                                       |              | 77,281                    |
| Investor relations                                                                 |              | 366                       |
| Property Taxes                                                                     |              | 8,984                     |
| Rent                                                                               |              | 324,973                   |
| Repair and maintenance                                                             |              | 31,896                    |
| Telephone                                                                          |              | 55,635                    |
| <b>Loss before other income</b>                                                    |              | <b>(23,454,960)</b>       |
| <b>Other income (expenses)</b>                                                     |              |                           |
| <b>Other income</b>                                                                |              |                           |
| Interest income                                                                    |              | 467,615                   |
| Foreign Exchange Gain (Loss)                                                       |              | (3,004,050)               |
|                                                                                    |              | <b>(2,482,221)</b>        |
| <b>Other expenses</b>                                                              |              |                           |
| Accretion of Interest                                                              | <b>8</b>     | 2,838,838                 |
| Other expenses                                                                     |              | 26,287                    |
|                                                                                    |              | <b>2,865,125</b>          |
|                                                                                    |              | <b>(5,347,346)</b>        |
| <b>Loss before income taxes</b>                                                    |              | <b>(28,802,306)</b>       |
| <b>Comprehensive loss for the period</b>                                           |              | <b>(28,802,306)</b>       |

See accompanying notes to these unaudited condensed consolidated financial statements.

**Condensed Consolidated Statements of Cash Flows (unaudited)**  
**(Expressed in Canadian Dollars)**

|                                                                      | Notes | Sep 30, 2025       |
|----------------------------------------------------------------------|-------|--------------------|
| <b>Cash flows from (used in)</b>                                     |       |                    |
| <b>OPERATING ACTIVITIES</b>                                          |       |                    |
| Net income (loss) for the period                                     |       | (28,802,306)       |
| <b>Adjustments for items not affecting cash:</b>                     |       |                    |
| Depreciation                                                         |       | 53,635             |
| Accretion of Interest                                                | 8     | 2,838,838          |
| Foreign Exchange Loss                                                |       | 3,004,050          |
| Interest expense                                                     | 7,8   | 19,937,075         |
| <b>Net changes in non-cash working capital items and other items</b> |       |                    |
| Prepaid expenses                                                     |       | (4,452)            |
| Accounts receivable                                                  | 3     | 80                 |
| Accounts payable and accrued liabilities                             |       | 752,393            |
| Others                                                               |       | (595,076)          |
| <b>Cash flow used in operating activities</b>                        |       | <b>(2,815,763)</b> |
| <b>INVESTING ACTIVITIES</b>                                          |       |                    |
| Acquisition of capital assets                                        |       | (775,752)          |
| <b>Cash flow used in investing activities</b>                        |       | <b>(775,752)</b>   |
| <b>FINANCING ACTIVITIES</b>                                          |       |                    |
| Intercompany payable                                                 | 9     | (143,734)          |
| Proceeds from short-term loan                                        | 7     | 3,684,000          |
| <b>Cash flow from financing activities</b>                           |       | <b>3,540,266</b>   |
| Increase (decrease) in cash                                          |       | (51,248)           |
| Cash, beginning of period                                            |       | 111,247            |
| <b>Cash, end of period</b>                                           |       | <b>59,999</b>      |

**Western Potash Corp.****Notes to the Condensed Consolidated Financial Statements (unaudited)**

For the year ended September 30, 2025

**1. Basis of preparation and significant accounting policies*****Statement of Compliance***

These unaudited condensed consolidated financial statements comprise the accounts of the Company and its subsidiaries have been prepared in accordance with International Accounting Standard 34, Financial Reporting of International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"), and the interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). These unaudited condensed consolidated financial statements have been prepared using the accounting policies, determination of significant estimates and judgements, and corresponding accounting treatment consistent with the Company's annual audited financial statements for the year ended September 30, 2025.

***Basis of Presentation and Functional Currency***

These condensed consolidated financial statements do not include all of the information required to be included in annual financial statements prepared in accordance with IFRS and are intended to provide users with an update in relation to events and transactions that are significant to an understanding of the changes in financial position and performance of the Company since the end of the last annual reporting period. It is therefore recommended that this financial report be read in conjunction with the annual financial statements of the Company for the year ended September 30, 2025. Certain amounts in prior periods have been reclassified to conform to the current period presentation. All amounts are expressed in Canadian dollars, which is also the functional currency of the Company and its subsidiaries.

**2. Cash and cash equivalents**

|                                  | As at Sep 30, 2025 | As at Sep 30, 2024 |
|----------------------------------|--------------------|--------------------|
|                                  | \$                 | \$                 |
| Cash                             | 59,999             | 111,247            |
| <b>Cash and cash equivalents</b> | <b>59,999</b>      | <b>111,247</b>     |

**3. Account receivable**

Account receivable decreased by \$80, which is the GST refunds receivable.

#### 4. Mineral property, plant, and equipment

|                                         | Mineral interests and<br>mine development costs | Decommissioning<br>Asset | Construction in<br>progress | Property and<br>office equipment | Right-of-use<br>assets | Intangible assets<br>under<br>development | Total              |
|-----------------------------------------|-------------------------------------------------|--------------------------|-----------------------------|----------------------------------|------------------------|-------------------------------------------|--------------------|
| <b>As at<br/>September 30,<br/>2023</b> | <b>82,443,520</b>                               | <b>2,153,967</b>         | <b>244,587,637</b>          | <b>1,110,635</b>                 | <b>80,881</b>          | <b>328,822</b>                            | <b>330,705,463</b> |
| Additions<br>(Decrease)                 | 354,223                                         | 887,317                  | 34,968,802                  | 3,021                            | (23,778)               | 8,379                                     | 36,197,964         |
| <b>As at<br/>September 30,<br/>2024</b> | <b>82,797,743</b>                               | <b>3,041,284</b>         | <b>279,626,305</b>          | <b>1,113,656</b>                 | <b>57,103</b>          | <b>337,201</b>                            | <b>366,973,293</b> |
| Additions<br>(Decrease)                 | 354,223                                         | -                        | 439,883                     | -                                | -                      | 31,500                                    | 825,606            |
| <b>As at<br/>September 30,<br/>2025</b> | <b>83,151,966</b>                               | <b>3,041,284</b>         | <b>280,066,188</b>          | <b>1,113,656</b>                 | <b>57,103</b>          | <b>368,701</b>                            | <b>367,798,898</b> |
| <b>Accumulated<br/>Depreciation</b>     |                                                 |                          |                             |                                  |                        |                                           |                    |
| <b>As at<br/>September 30,<br/>2023</b> | -                                               | -                        | -                           | (683,167)                        | (50,989)               | -                                         | (734,156)          |
| Depreciation<br>for the period          | -                                               | -                        | -                           | (55,293)                         | (6,114)                | -                                         | (61,407)           |
| <b>As at<br/>September 30,<br/>2024</b> | -                                               | -                        | -                           | (738,460)                        | (57,103)               | -                                         | (795,563)          |
| Depreciation<br>for the period          | -                                               | -                        | -                           | (53,635)                         | -                      | -                                         | (53,635)           |
| <b>As at<br/>September 30,<br/>2025</b> | -                                               | -                        | -                           | (792,095)                        | (57,103)               | -                                         | (849,198)          |
| <b>Net book value</b>                   |                                                 |                          |                             |                                  |                        |                                           |                    |
| <b>As at<br/>September 30,<br/>2023</b> | <b>82,443,520</b>                               | <b>2,153,967</b>         | <b>166,485,535</b>          | <b>397,576</b>                   | <b>29,893</b>          | <b>328,822</b>                            | <b>251,839,314</b> |
| <b>As at<br/>September 30,<br/>2024</b> | <b>82,797,743</b>                               | <b>3,041,284</b>         | <b>279,626,305</b>          | <b>375,196</b>                   | <b>-</b>               | <b>337,201</b>                            | <b>366,177,729</b> |
| <b>As at<br/>September 30,<br/>2025</b> | <b>83,151,966</b>                               | <b>3,041,284</b>         | <b>280,066,188</b>          | <b>321,561</b>                   | <b>-</b>               | <b>368,701</b>                            | <b>366,949,700</b> |

The net increase of \$771,970 was mainly due to the increase in Construction in Progress of \$439,883 and the increase in Mineral Interests and Mine Developments of \$354,223.

#### 5. Other Assets

The Company has a term deposit of \$904,868 at its bank as security deposit ("Security Deposit") for a surety bond in the amount of 4,308,342 (the "Surety Bond"). The Surety Bond was issued in November 2023 and renewed in November 2024 with an irrevocable standby letter of credit (the "Bond L/C") in the amount of \$904,868, 20% of the Surety Bond value, as a deposit issued to the Surety Bond issuer. The Company has \$2,000,000 deposits for a storage facility.



## 6. Accounts payable and accrued liabilities

|                                                 | As at Sep 30, 2025 | As at Sep 30, 2024 |
|-------------------------------------------------|--------------------|--------------------|
|                                                 | \$                 | \$                 |
| Trade payable related to mineral property       | 8,007,708          | 7,632,766          |
| Accrued liabilities                             | 168,818            | 29,234             |
| Other payables                                  | 227,946            | 9,921              |
| <b>Accounts payable and accrued liabilities</b> | <b>8,404,472</b>   | <b>7,652,079</b>   |

Accounts payable and accrued liabilities increased \$752,393. Trade payable related to mineral property increased \$374,942, which is related to procurement of recurring expenses.

## 7. Short term loan payable

One of the shareholders of Western Resources Corp. (“WRX”, the Company’s parent company) provided \$1,690,000 contingency fund to the Company through WRX. Another WRX’s shareholder provided \$1,994,000 contingency funds to the Company. Both loans are in the form of short-term loans bearing annual interest of 8%.

## 8. Appian Loan and Interest payable

The current value of the Appian Loan and associated interest was revaluated at each month-end by the current effective interest rate and exchange rate. The Appian Loan Facility payable was classified as a current liability due to Appian’s ability to take acceleration actions to declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding be immediately due and payable. An accretion interest of \$1,573,268 was recorded in this fiscal year. In accordance with the fourth, fifth, sixth and seventh amendment letter to the Appian Loan Facility agreement respectively, the Company has elected to capitalize its interest payables to Appian for the period ending 30 June 2025, 31 March 2025, 31 December 2024, 30 September 2024, 30 June 2024, 30 March 2024, 31 December 2023, and 30 September 2023 respectively due to its cash restrictions. The interest of Appian loan after the Company’s site suspension starting from May 2024 totaled \$19,253,830 as of 30 September 2025.

## 9. Intercompany Payable

The Company repaid intercompany loan of \$143,734 to WRX.

## 10. Assets Retirement Obligation

As of Sep 30, 2025, the Company recognized an asset retirement obligation of \$3,247,650 (September 30, 2024 - \$3,247,650) for mine development activities that have occurred to date. The following assumptions were used in the calculation of the Company’s asset retirement obligation:

|                                                  | For the period ended |              |
|--------------------------------------------------|----------------------|--------------|
|                                                  | Sep 30, 2025         | Sep 30, 2024 |
| Undiscounted cost of asset retirement obligation | \$5,252,500          | \$5,252,500  |
| Pre-tax risk-free discount rate                  | 4.09%                | 4.09%        |
| Inflation rate                                   | 2.00%                | 2.00%        |
| Year of settlement                               | 2062                 | 2062         |

A continuity of the asset retirement obligation is as follows:

|                                 | \$               |
|---------------------------------|------------------|
| <b>As at September 30, 2023</b> | <b>2,341,891</b> |
| Revaluation adjustment          | 870,677          |
| Interest expense                | 35,082           |
| <b>As at September 30, 2024</b> | <b>3,247,650</b> |
| <b>As at September 30, 2025</b> | <b>3,247,650</b> |

In determining the amounts to be recorded as asset retirement obligations, the Company estimates the current fair value for completing required work and makes assumptions as to when the future expenditures will actually be incurred, in order to generate future cash flow information. All factors used in estimating the Company's asset retirement obligations represent management's best estimates of the cost required to meet existing legislation or regulations. However, it is reasonably possible that numbers or volumes of contaminated assets, cost estimates to perform work, inflation assumptions and the assumed pattern of annual cash flows may differ significantly from the Company's current assumptions.

Asset retirement obligations are reviewed annually or more frequently if significant changes in regulations or other relevant factors occur. Estimate changes are accounted for prospectively.

## 11. Exchangeable Debenture and Interest payable

On August 15, 2023, the Company signed an exchangeable debenture agreement with Vantage Chance Limited ("Vantage", WRX's major shareholder), pursuant to which Vantage agreed to subscribe for a \$10 million exchangeable debenture issued by the Company. The transaction was closed on December 27, 2023, and the Company issued an exchangeable debenture certificate to Vantage.

This is **Exhibit “ B ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



Entity Number: 102070431

Page 1 of 4

Entity Name: WESTERN POTASH CORP.

Report Date: 17-Aug-2026

### Entity Details

|                        |                                                                        |
|------------------------|------------------------------------------------------------------------|
| Entity Type            | Business Corporation                                                   |
| Entity Subtype         | Saskatchewan Corporation                                               |
| Entity Status          | Active                                                                 |
| Amalgamation Date      | 01-Mar-2019                                                            |
| Annual Return Due Date | 30-Apr-2027                                                            |
| Nature of Business     | Mining and quarrying (except oil and gas)                              |
| Amalgamated From       | 101203563 - WESTERN POTASH CORP.<br>101291519 - MILESTONE POTASH CORP. |
| MRAS indicator         | No                                                                     |

### Registered Office Addresses

|                  |                                                                      |
|------------------|----------------------------------------------------------------------|
| Physical Address | 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9     |
| Mailing Address  | WESTERN POTASH CORP., BOX 246, KRONAU, Saskatchewan, Canada, S0G 2T0 |

### Directors/Officers

|                             |                                                                    |                        |                     |
|-----------------------------|--------------------------------------------------------------------|------------------------|---------------------|
| <b>JIAN XING (Director)</b> |                                                                    | <b>Effective Date:</b> | <b>25-May-2022</b>  |
| Physical Address:           | 402-1901 VICTORIA AVE,<br>REGINA, Saskatchewan, Canada,<br>S4P 3R4 |                        |                     |
| Mailing Address:            | 402-1901 VICTORIA AVE,<br>REGINA, Saskatchewan, Canada,<br>S4P 3R4 |                        |                     |
| <b>JUNJIE LIU (Officer)</b> |                                                                    | <b>Effective Date:</b> | <b>24-Jul-2023</b>  |
| Physical Address:           | NW 20-14-17 W2, KRONAU,<br>Saskatchewan, Canada, S0G 2T0           |                        |                     |
| Mailing Address:            | P.O. BOX 246, KRONAU,<br>Saskatchewan, Canada, S0G 2T0             | Office Held:           | CORPORATE SECRETARY |



Entity Number: 102070431

Page 2 of 4

Entity Name: WESTERN POTASH CORP.

Report Date: 17-Aug-2026

**WENYE (BILL) XUE (Director)**

**Effective Date:**

**01-Mar-2019**

Physical Address: 104 - 3960 GREEN FALLS DRIVE,  
REGINA, Saskatchewan, Canada,  
S4V 3M1

Mailing Address: 104 - 3960 GREEN FALLS DRIVE,  
REGINA, Saskatchewan, Canada,  
S4V 3M1

**WENYE (BILL) XUE (Officer)**

**Effective Date:**

**01-Apr-2021**

Physical Address: 104 - 3960 GREEN FALLS DRIVE,  
REGINA, Saskatchewan, Canada,  
S4V 3M1

Mailing Address: 104 - 3960 GREEN FALLS DRIVE,  
REGINA, Saskatchewan, Canada,  
S4V 3M1

Office Held:

PRESIDENT AND CEO

**DINGCHUAN (JACK) XUE (Officer)**

**Effective Date:**

**01-Sep-2025**

Physical Address: 402 - 1901 VICTORIA AVENUE,  
REGINA, Saskatchewan, Canada,  
S4P 3R4

Mailing Address: 402 - 1901 VICTORIA AVENUE,  
REGINA, Saskatchewan, Canada,  
S4P 3R4

Office Held:

VP, BUSINESS DEVELOPMENT

**Shareholders**

| Shareholder Name              | Mailing Address                                                                        | Share Class | Shares Held |
|-------------------------------|----------------------------------------------------------------------------------------|-------------|-------------|
| WESTERN POTASH HOLDINGS CORP. | SUITE 2500 PARK PLACE 666 BURRARD STREET, VANCOUVER, BRITISH COLUMBIA, CANADA, V6C 2X8 | COMMON      | 1           |

**Articles**

**Minimum Number of Directors:** 1 **Maximum Number of Directors:** 10

**Share Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| COMMON     | Yes           | Unlimited         | 1             |



Entity Number: 102070431

Page 3 of 4

Entity Name: WESTERN POTASH CORP.

Report Date: 17-Aug-2026

### Previous Entity Names

| Type                   | Name                 | Effective Until |
|------------------------|----------------------|-----------------|
| Registered Name        | WESTERN POTASH CORP. | 05-Sep-2017     |
| Home Jurisdiction Name | WESTERN POTASH CORP. | 05-Sep-2017     |

### Event History

| Type                                                       | Date        |
|------------------------------------------------------------|-------------|
| Business Corporation - Annual Return                       | 27-Apr-2026 |
| Notice of Change of Directors/Officers                     | 27-Apr-2026 |
| Business Corporation - Annual Return                       | 01-Apr-2025 |
| Notice of Change of Directors/Officers                     | 01-Sep-2024 |
| Business Corporation - Annual Return                       | 08-Apr-2024 |
| Notice of Change of Directors/Officers                     | 06-Nov-2023 |
| Notice of Change of Directors/Officers                     | 05-May-2023 |
| Business Corporation - Annual Return                       | 20-Apr-2023 |
| Notice of Change of Directors/Officers                     | 27-May-2022 |
| Business Corporation - Annual Return                       | 26-Apr-2022 |
| Notice of Change of Directors/Officers                     | 13-Apr-2022 |
| Notice of Shareholders                                     | 07-Apr-2022 |
| Notice of Shareholders                                     | 02-Nov-2021 |
| Notice of Change of Directors/Officers - Power of Attorney | 02-Nov-2021 |
| Notice of Change of Directors/Officers                     | 02-Nov-2021 |
| Notice of Change of Directors/Officers                     | 01-Nov-2021 |
| Notice of Change of Registered Office/Mailing Address      | 21-Sep-2021 |
| Notice of Change of Directors/Officers                     | 30-Apr-2021 |
| Business Corporation - Annual Return                       | 29-Apr-2021 |
| Notice of Change of Directors/Officers - Power of Attorney | 13-Nov-2020 |
| Notice of Change of Directors/Officers                     | 24-Sep-2020 |
| Business Corporation - Annual Return                       | 12-Jun-2020 |
| Notice of Change of Directors/Officers                     | 12-Jun-2020 |
| Notice of Change of Directors/Officers                     | 22-Aug-2019 |
| Notice of Change of Registered Office/Mailing Address      | 11-Jul-2019 |
| Notice of Shareholders                                     | 22-Aug-2019 |



Saskatchewan  
Corporate Registry

# 25 Profile Report

Entity Number: 102070431

Page 4 of 4

Entity Name: WESTERN POTASH CORP.

Report Date: 17-Aug-2026

Business Corporation - Amalgamation

01-Mar-2019



## Extraprovincial Company Summary

### For WESTERN POTASH CORP.

**Date and Time of Search:** August 17, 2026 04:08 PM Pacific Time

**Currency Date:** June 01, 2026

### ACTIVE

**Registration Number in BC:** A0104233

**Name of Extraprovincial Company:** WESTERN POTASH CORP.

**Business Number:** 854866191 BC0003

**Registration Date and Time:** Registered in British Columbia on November 17, 2017 07:15 AM Pacific Time

**Last Annual Report Filed:** Not Required

**Receiver:** No

### FOREIGN JURISDICTION INFORMATION

**Identifying Number in Foreign Jurisdiction:**

101203563

**Name in Foreign Jurisdiction:**

WESTERN POTASH CORP.

**Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:**

March 15, 2012

**Foreign Jurisdiction:**

SASKATCHEWAN

### HEAD OFFICE INFORMATION

**Mailing Address:**

BOX 246  
KRONAU SK S0G 2T0  
CANADA

**Delivery Address:**

1500 - 1874 SCARTH STREET  
REGINA SK S4P 4E9  
CANADA

### ATTORNEY INFORMATION

**Corporation or Firm Name:**

BENNETT JONES LLP

**Mailing Address:**

25TH FLOOR, PARK PLACE  
666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

**Delivery Address:**

25TH FLOOR, PARK PLACE  
666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA



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**DIRECTOR INFORMATION**

Directors are not recorded for extraprovincial registration types. Go to the incorporating jurisdiction for director information.

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## BC Company Summary

For

### WESTERN POTASH HOLDINGS CORP.

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**Date and Time of Search:** August 17, 2026 11:01 AM Pacific Time

**Currency Date:** June 01, 2026

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### ACTIVE

**Incorporation Number:** BC1342742

**Name of Company:** WESTERN POTASH HOLDINGS CORP.

**Business Number:** 754288405 BC0001

**Recognition Date and Time:** Incorporated on January 13, 2022 03:20 PM Pacific Time **In Liquidation:** No

**Last Annual Report Filed:** January 13, 2026 **Receiver:** No

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### REGISTERED OFFICE INFORMATION

**Mailing Address:**

SUITE 2500 PARK PLACE  
666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

**Delivery Address:**

SUITE 2500 PARK PLACE  
666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

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### RECORDS OFFICE INFORMATION

**Mailing Address:**

SUITE 2500 PARK PLACE  
666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

**Delivery Address:**

SUITE 2500 PARK PLACE  
666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

---

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**

Wei, Shuai

**Mailing Address:**

V8 EAST, GARDEN ESTATE  
XIJIAO GUEST HOUSE  
1919, HONG QIAO ROAD  
CHANGNING DISTRICT, SHANGHAI 200336  
CHINA

**Delivery Address:**

V8 EAST, GARDEN ESTATE  
XIJIAO GUEST HOUSE  
1919, HONG QIAO ROAD  
CHANGNING DISTRICT, SHANGHAI 200336  
CHINA

**Last Name, First Name, Middle Name:**

Xing, Jian

**Mailing Address:**

V8 EAST GARDEN ESTATE  
XIJIAO GUEST HOUSE  
1919, HONG QIAO ROAD  
CHANGNING DISTRICT, SHANGHAI 200336  
CHINA

**Delivery Address:**

V8 EAST GARDEN ESTATE  
XIJIAO GUEST HOUSE  
1919, HONG QIAO ROAD  
CHANGNING DISTRICT, SHANGHAI 200336  
CHINA

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**Last Name, First Name, Middle Name:**

Xue, Wenye

**Mailing Address:**

1555 CHARTWELL DR.  
WEST VANCOUVER BC V7S 2R9  
CANADA

**Delivery Address:**

1555 CHARTWELL DR.  
WEST VANCOUVER BC V7S 2R9  
CANADA

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**Last Name, First Name, Middle Name:**

Zhang, Zhejia

**Mailing Address:**

V8 EAST, GARDEN ESTATE  
XIJIAO GUEST HOUSE  
1919, HONG QIAO ROAD  
CHANGNING DISTRICT, SHANGHAI 200336  
CHINA

**Delivery Address:**

V8 EAST, GARDEN ESTATE  
XIJIAO GUEST HOUSE  
1919, HONG QIAO ROAD  
CHANGNING DISTRICT, SHANGHAI 200336  
CHINA

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**OFFICER INFORMATION AS AT January 13, 2026****Last Name, First Name, Middle Name:**

Xue, DingChuan

**Office(s) Held:** (Secretary)**Mailing Address:**

1555 CHARTWELL DR.  
WEST VANCOUVER BC V7S 2R9  
CANADA

**Delivery Address:**

1555 CHARTWELL DR.  
WEST VANCOUVER BC V7S 2R9  
CANADA

---

**Last Name, First Name, Middle Name:**

Xue, Wenye

**Office(s) Held:** (CEO, President)**Mailing Address:**

1555 CHARTWELL DR.  
WEST VANCOUVER BC V7S 2R9  
CANADA

**Delivery Address:**

1555 CHARTWELL DR.  
WEST VANCOUVER BC V7S 2R9  
CANADA

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**BC Company Summary****For  
0907414 B.C. LTD.**

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**Date and Time of Search:** August 17, 2026 11:03 AM Pacific Time**Currency Date:** June 01, 2026

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**ACTIVE****Incorporation Number:** BC0907414**Name of Company:** 0907414 B.C. LTD.**Business Number:** 823620117 BC0001**Recognition Date and Time:** Incorporated on April 05, 2011 03:10 PM Pacific Time**In Liquidation:** No**Last Annual Report Filed:** April 05, 2026**Receiver:** No

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**REGISTERED OFFICE INFORMATION****Mailing Address:**25TH FLOOR 666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA**Delivery Address:**25TH FLOOR 666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

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**RECORDS OFFICE INFORMATION****Mailing Address:**25TH FLOOR 666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA**Delivery Address:**25TH FLOOR 666 BURNARD STREET  
VANCOUVER BC V6C 2X8  
CANADA

---

**DIRECTOR INFORMATION****Last Name, First Name, Middle Name:**

Xue, DingChuan

**Mailing Address:**402-1901 VICTORIA AVENUE  
REGINA SK S4P 3R4  
CANADA**Delivery Address:**402-1901 VICTORIA AVENUE  
REGINA SK S4P 3R4  
CANADA

---

**Last Name, First Name, Middle Name:**

Zhang, Zhanli

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**OFFICER INFORMATION AS AT April 05, 2026****Last Name, First Name, Middle Name:**

Liu, Junjie

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This is **Exhibit “ C ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEARS ENDED**  
**SEPTEMBER 30, 2023 AND SEPTEMBER 30, 2022**  
**(Expressed in Canadian Dollars)**



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The following is Management's Discussion and Analysis ("MD&A") of the financial condition and results of operations for Western Resources Corp. (the "Company" or "WRX") for the year ended September 30, 2023. It has been prepared as of December 28, 2023 and includes financial and other information up to the date of this report. The MD&A should be read in conjunction with the audited consolidated financial statements and notes thereto of the Company for the year ended September 30, 2023. For additional information, readers should also refer to other Company information filed on [www.sedarplus.com](http://www.sedarplus.com).

All dollar amounts in this MD&A are expressed in Canadian dollars (sometimes referred to in this MD&A as "CA\$"), unless otherwise specified. United States dollars are referred to as "US\$".

## **FORWARD-LOOKING STATEMENTS**

Statements contained in this MD&A that are not identified as historical facts are forward-looking statements involving risks and uncertainties. Forward-looking statements include, but are not limited to, statements with respect to the future price of mineral resources; the estimation of mineral reserves and resources, the realization of mineral reserve estimates; the timing and amount of estimated future production, costs of production, and capital expenditures; costs and timing of the development of new deposits; success of exploration activities, permitting time lines, currency fluctuations, requirements for additional capital, government regulation of mining operations, environmental risks, unanticipated reclamation expenses, title disputes or claims, limitations on insurance coverage and the timing and possible outcome of pending litigation. In certain cases, forward-looking statements can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved". 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 risks and other factors include, among others; risks related to operations; risks related to jointly controlled operations; actual results of current exploration activities; actual results of current reclamation activities; conclusions of economic evaluations; changes in project parameters as plans continue to be refined; future prices of mineral resources; possible variations in reserves, grade or recovery rates; failure of plant, equipment or processes to operate as anticipated; accidents, labour disputes and other risks of the mining industry; delays in obtaining governmental approvals or financing or in the completion of development or construction activities; uncertainties and market price fluctuation of real estate investment industry, as well as those factors discussed in the sections entitled "Risks and Uncertainties" in this MD&A. Although the Company has attempted to identify important factors that could affect the Company and may 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. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements.

The forward-looking statements in this MD&A speak only as of the date hereof. The Company does not undertake any obligation to release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date hereof to reflect the occurrence of unanticipated events. Forward-looking statements and other information contained herein concerning the mining industry and general expectations concerning the mining industry are based on estimates prepared by the Company using data from publicly available industry sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which the Company believes to be reasonable. However, this data is inherently imprecise, although generally indicative of relative market positions, market shares and performance characteristics. While the Company is not aware of any misstatements regarding any industry data presented herein, the industry involves risks and uncertainties and is subject to change based on various factors.

## **DESCRIPTION OF BUSINESS**

The Company was incorporated on January 16, 2017 under the British Columbia Business Corporations Act.

The Company is a resource company mainly focused on the development of its Milestone potash project (the "Milestone Project") in Canada owned by its subsidiary, Western Potash Corp. ("Western Potash"). The Milestone Project is located in Southern Saskatchewan. The Company's objectives are to successfully complete Phase I of the Milestone Project ("Phase I") and prove a new mining technology. The Company expects to then apply that technology to Phase II and other future phases of the Project. In doing so, the Company is developing a world-class and environmentally friendly potash deposit at a competitive cost. The Company currently has no mineral production that yields any revenues.

The Company in the past also invested in real estate development projects in the Greater Vancouver Area, all of which investments have been liquidated except for two.

## OVERVIEW

Primarily utilized in the fertilizer industry, potash is typically combined with two other macronutrients, nitrogen and phosphorous, to improve crop yields, provide additional protection against disease, and increase water retention. Globally, potash prices have fluctuated since 2000 due to changes in potash supply and demand as well as global economic trends, regional tensions, and unstable market trends in agriculture, oil and other commodities. Potash prices continue to increase and are expected to stay high for the medium term. Management remains positive with respect to the outlook for the potash industry, including medium to long-term potash industry fundamentals. Management understands that while new potash projects are anticipated, the increase in potash production is likely to be absorbed by the marketplace without any significant disruption to potash prices. The size of the global potash market is expected to increase due to continued population growth and increased demand for more intensive farming in several industries, including the organic food sector.

Management believes that its project development conditions are favorable when compared to those of other competitors. From an overall cost perspective, as of the date of this MD&A, the Phase I capital expenditure ("CAPEX") projection remains below that of other recent new potash mines.

With large high-quality resources, stable government, good infrastructure and a highly skilled and available workforce, Saskatchewan is one of the best regions in the world for mining. The Company therefore continues to believe that, despite a competitive market in the potash industry, an opportunity exists for an innovative potash producer, provided its operating costs are comparatively low and that it adopts an appropriate marketing strategy. Western Potash's strategy for optimizing the Phase I deposit's development includes adjusting the associated marketing plan. The adjustment will begin with a staged production approach to Phase I (146,000 tonnes of potash per year) with the goal of proving the project's innovative solution mining technology. Once proven, the construction and operation of Phases II and future phases are expected to follow when management believes market conditions are suitable. Western Potash's caverns are the first intentionally developed horizontal solution mining potash caverns in Saskatchewan and management continues to believe that Phase I represents a new and improved method of extracting potash.

The Saskatchewan Ministry of Environment ("SMoE") has issued an operating approval, which is amended and updated as required and renewed on an annual basis. Approval of the operating approval is contingent on several requirements. Namely, the operating approval requires an annual environmental report be submitted to the SMoE; the most recent report was submitted in March of 2023. In this report, key environmental data is reported on, including environmental monitoring tasks dictated in the operating approval. An Environmental Management Plan (the "EMP") was developed to maintain compliance with the operating approval. The EMP is a tool used to provide guidance and training to the company and staff on environmental responsibilities and requirements related to Western Potash mine site; it is updated and submitted to the SMoE on an as-needed basis to reflect changes in operations and construction. The most recent EMP version was drafted in November of 2023 and will be submitted with the 2023 annual environmental report. A conceptual Decommissioning and Reclamation plan in support of Financial Assurance (FA) to the SMoE was developed in 2019 and again in 2021. Regulation requires a decommissioning and reclamation report is updated every 5 years, or as constituted by changes to infrastructure. The Rural Municipality ("RM") of Lajord has approved necessary building permits and agreed to a Project Agreement with the Company; as the project progresses and additional building and structure needs are addressed, additional permits are obtained with the RM. Other provincial regulatory bodies oversee licenses of other site infrastructure.

The Company is encouraged by the broad support for the Milestone Project and continues to actively engage with the local community, the Saskatchewan government, RM businesses, and local landowners. In June 2022, soon after Milestone Project construction was restarted, the Company hosted dozens of officials from three different provincial ministries of the Saskatchewan Government for a mine tour to better understand the project status and development plan. For details, please refer to the section entitled "Community".

As of September 30, 2023 and 2022, the Company reviewed the carrying amounts of the non-financial assets to determine whether there is any indicator that an impairment loss exists, and did not identify any external or internal indicators of impairment. As of September 30, 2023, the Company reviewed the carrying amounts of the non-financial assets to determine whether there is any indicator that an impairment loss exists. Where such an indicator exists, the recoverable amount of the

assets is estimated and compared to the carrying amount in order to determine the amount of the impairment loss. The Company identified no external or internal indicators of impairment.

On January 13, 2022, the Company incorporated Western Potash Holdings Corp. ("WPHC") and transferred its 100% equity interest in Western Potash Corp. to WPHC. As a result, WPHC through its 100% of equity interest of Western Potash and its subsidiary, 0907414 BC Ltd. (the "BC Subsidiary"), owns the Milestone Project, which is the Company's main asset.

On February 16, 2022, the Company, along with its two subsidiaries, WPHC and Western Potash, entered into a subscription agreement (the "Subscription Agreement") with Vantage Chance Limited ("Vantage"), a private investment company registered in the British Virgin Islands. Pursuant to the Subscription Agreement, Vantage committed to make an equity investment of \$80,000,000 (the "Investment Proceeds") in WPHC in exchange for an aggregate of 157,325,071 common shares of WPHC (the "Subscription Shares"). After completing the transaction, Vantage held approximately 54% of the total issued and outstanding common shares of WPHC. The Investment Proceeds were used solely for the purposes of developing and constructing the Milestone Project.

On May 20, 2022, the Company and Vantage amended the Subscription Agreement to: 1) allow Vantage to pay the Investment Proceeds in two tranches as follows: (i) \$33,000,000 on the Closing Date; and (ii) \$47,000,000 on the Subsequent Closing Date, 2) agree on a share conversion term to allow either WRX or Vantage to convert all 157,325,071 of the Subscription Shares held by Vantage into 219,726,258 fully paid and non-assessable WRX common shares, representing approximately 54% of the issued and outstanding WRX common shares (the "Conversion Option"), at an exchange rate of approximately 0.716 Subscription Share per WRX Share.

On July 29, 2022, second amended agreement was executed to allow Vantage to pay the remaining Investment Proceeds of \$47,000,000 in two tranches as follows: (i) \$17,000,000 on the Second Tranche Closing Date; and (ii) \$30,000,000 on the Third Tranche Closing Date.

Upon completion of the investment transaction on September 8, 2022, Vantage and the Company initiated the Conversion Option. On September 28, 2022, after obtaining the approval from the Toronto Stock Exchange ("TSX") and consent from the Company's largest shareholder Tairui Mining Inc. ("Tairui"), the Conversion Option was completed. As a result, Vantage owns 53.79% of the issued and outstanding WRX common shares calculated on a post-transaction, non-diluted basis. Tairui's holdings in WRX, 105,854,938 WRX common shares, representing approximately 56.08% of the issued and outstanding WRX common shares pre-conversion, was diluted to approximately 25.91% post-conversion.

On May 12, 2022, Western Potash entered into a time and material construction contract for \$20,639,523 with Stuart Olson Prairie Construction Inc. ("SOX"), a wholly owned subsidiary of Bird Construction Inc., as general contractor to continue the bulk of the remaining construction work for the Milestone Project. Project construction had been put on hold in May 2020 when the process plant was approximately 50% complete. Project construction restarted in May of 2022 and was completed in August 2023. Subsequently, the Turnover, Care, Custody and Control ("TCCC") of the systems, and the commissioning was completed in October 2023. Management expects the Milestone Project to achieve production in March 2024.

In the past, the Company invested some of its cash in real estate projects to earn a higher return than bank deposits. The Company partnered with Formwerks Boutique Investments Ltd. ("Formwerks"), and Alabaster Holdings Corp. ("Alabaster"), both are real estate developers in the Greater Vancouver Area, to develop real estate projects. At one point, the Company held interests in several limited partnerships: five limited-partnerships with Formwerks and one limited-partnership with Alabaster. The Company has since sold the majority of those interests except for two remaining limited partnership interests: the FB Burrard Development Limited Partnership ("FB Burrard") and the FB 234 Third Avenue Development Limited ("FB Third"). For additional information on the Company's real estate investments, please refer to Note 8 of the audited consolidated financial statements for the year ended September 30, 2023.

## SUMMARY OF ANNUAL INFORMATION

|                                                    | September 30, 2023 | September 30, 2022 | September 30, 2021 |
|----------------------------------------------------|--------------------|--------------------|--------------------|
|                                                    | \$                 | \$                 | \$                 |
| <b>Operating income (loss) before other income</b> | (1,786,089)        | (3,380,888)        | (2,889,708)        |
| <b>Other income (expenses)</b>                     | 4,551,476          | 3,053,315          | (2,706,646)        |
| <b>Net Income (Loss) for the year</b>              | <b>2,765,387</b>   | <b>(327,573)</b>   | <b>(5,596,354)</b> |
| <b>Current assets</b>                              | 13,690,856         | 36,765,233         | 9,082,619          |
| <b>Non-current assets</b>                          | 337,406,895        | 267,736,666        | 237,765,390        |
| <b>Total assets</b>                                | <b>351,097,751</b> | <b>304,501,899</b> | <b>246,848,009</b> |

The Company's operating expenses for the year ended September 30, 2023 decreased by \$1,594,799 due to capitalization of wages and benefits since restart of milestone project in May 2022, and other income increased by \$1,498,161 due to gain from foreign exchange revaluation, decrease in fair value of financial derivatives, and reduction in expensed finance cost, in comparison to the year ended September 30, 2022.

For the year ended September 30, 2022, a \$8,859,254 gain on accounts payable settlements represents reductions in payables, and \$449,259 in other income is mostly due to the revaluation of the warrants and the foreign exchange gain and loss.

### Operating expenses

|                                          | September 30, 2023 | September 30, 2022 | September 30, 2021 |
|------------------------------------------|--------------------|--------------------|--------------------|
|                                          | \$                 | \$                 | \$                 |
| <b>Office and miscellaneous expenses</b> | 686,565            | 1,044,653          | 1,178,700          |
| <b>Consulting fees</b>                   | 321,834            | 297,910            | 361,735            |
| <b>Salaries, wages and benefits</b>      | 108,449            | 1,686,500          | 659,272            |
| <b>Depreciation</b>                      | 65,945             | 90,749             | 142,893            |
| <b>Share-based payments</b>              | 305,305            | 146,262            | 22,836             |
| <b>Professional fees</b>                 | 297,991            | 114,814            | 524,272            |
| <b>Operating expense</b>                 | <b>1,786,089</b>   | <b>3,380,888</b>   | <b>2,889,708</b>   |

The major expense decreases during the year ended September 30, 2023, were in salaries, wages, and benefits, which was due to capitalization of the construction in progress, compared to the year ended September 30, 2022 when these costs were expensed. Other decreases were also due to the restarting preparation of the Milestone Project while costs were capitalized.

The major expense increase during the year ended September 30, 2022, compared to the prior year ended September 30, 2021, was in salaries, wages, and benefits. After the equity financing agreement was signed with Vantage in February 2022, Western Potash began preparing for the kick-off of the Milestone Project. New hires during the period resulted in a significant increase of salaries, wages, and benefits. The Company was not able to capitalize these expenses until May 16, 2022, when Western Potash announced the restart of the project.

**Western Resources Corp.**  
Management Discussion and Analysis  
For the year ended September 30, 2023  
(Expressed in Canadian Dollars)

Other income and expenses

|                                               | September 30, 2023 | September 30, 2022 | September 30, 2021 |
|-----------------------------------------------|--------------------|--------------------|--------------------|
|                                               | \$                 | \$                 | \$                 |
| Gain on loan modification                     | 1,894,443          | -                  | -                  |
| Gain on settlement of trade payables          | -                  | 8,859,254          | -                  |
| Interest income                               | 876,452            | 76,452             | 84,124             |
| Share of income from investment in associates | 651,958            | -                  | -                  |
| Other income                                  | 1,664,009          | 449,259            | 463,883            |
| <b>Other income</b>                           | <b>5,086,862</b>   | <b>9,384,965</b>   | <b>548,007</b>     |
| Finance costs                                 | 535,386            | 4,975,958          | 3,144,418          |
| Loss on loan modification                     | -                  | 1,261,989          | -                  |
| Loss on legal settlement                      | -                  | -                  | -                  |
| Share of loss from investment in associates   | -                  | 93,703             | 110,235            |
| <b>Other expenses</b>                         | <b>535,386</b>     | <b>6,331,650</b>   | <b>3,254,653</b>   |
| <b>Other income (expenses)</b>                | <b>4,551,476</b>   | <b>3,053,315</b>   | <b>(2,706,646)</b> |

Other income and expenses increased during the year ended September 30, 2023, mainly due to the following factors:

- Gain on loan modification of \$1,894,443;
- Other income increase was mainly driven by change in royalty payable and warrant payable of \$812,027 due to fair value revaluation and a gain of \$705,807 from the sale of farmland; and
- The reduction in expensed finance cost of \$4,440,572 as the result of capitalization of finance cost in the year ended September 30, 2023.

Other income and expenses increased dramatically during the year ended September 30, 2022, mainly due to the following factors:

- Gain on settlement of trade payables in 2022 (Note 10 of the audited consolidated financial statements for the year ended September 30, 2022)
- Finance costs including expensed accretion of interests to Tairui for \$2,027,416, and expensed interest on vendors outstanding for \$2,305,645.
- Loss on loan modification for \$1,261,989 due to the modification of the loan arrangement with Tairui.

**Western Resources Corp.**  
Management Discussion and Analysis  
For the year ended September 30, 2023  
(Expressed in Canadian Dollars)

## SUMMARY OF QUARTERLY RESULTS

|                                                                                                                  | Q4<br>30-Sep-23 | Q3<br>30-Jun-23 | Q2<br>31-Mar-23 | Q1<br>31-Dec-22 | Q4<br>30-Sep-22 | Q3<br>30-Jun-22 | Q2<br>31-Mar-22 | Q1<br>31-Dec-21 |
|------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Mineral property, plant and equipment                                                                            | 329,972,023     | 328,725,404     | 296,907,543     | 277,949,531     | 260,411,647     | 255,486,027     | 231,767,843     | 232,081,653     |
| Investment in associates                                                                                         | 892,396         | 830,529         | 830,529         | 830,529         | 830,529         | 1,615,922       | 1,432,479       | 1,432,479       |
| Other assets                                                                                                     | 6,542,476       | 6,494,490       | 6,494,491       | 6,494,490       | 6,494,490       | 6,308,342       | 5,472,902       | 4,978,092       |
| Share-based payments (recovery)                                                                                  | 116,804         | 84,294          | 84,294          | 19,913          | 27,093          | -               | 82,121          | 37,048          |
| Office and miscellaneous expenses                                                                                | 238,842         | 80,639          | 125,101         | 241,983         | 283,089         | (185,690)       | 549,001         | 398,253         |
| Salaries, wages and benefits                                                                                     | 7,711           | 7,657           | 7,201           | 85,880          | 26,587          | 342,223         | 633,964         | 683,726         |
| Other income (expenses)                                                                                          | 485,804         | (462,343)       | 1,945,951       | ,2582.064       | (5,311,033)     | 11,047,646      | (1,255,182)     | (1,428,116)     |
| Income (loss) and comprehensive income (loss) for the period                                                     | 998             | (790,070)       | 1,574,040       | 1,980,419       | (5,740,879)     | 10,869,704      | (2,691,828)     | (2,764,635)     |
| Basic and diluted gain (loss) per share for the period attributable to common shareholders (\$ per common share) | 0.0000          | (0.0020)        | 0.0040          | 0.0050          | (0.0100)        | 0.0300          | (0.0100)        | (0.0100)        |

Factors impacting the Company's quarterly results include unrealized gains and losses on embedded derivatives, commitments mainly including royalty payable and loan payable denominated in USD, and marketable securities, the nature and extent of exploration activities carried out under specific work program, other finance expenses, and the grant and vesting of stock options.

- \$31,817,861 of net additions to mineral property, plant and equipment ("MPPE") in Q3 2023 was mainly contributed by the extensive increase in construction progress; the net additions to MPPE in Q4 2023 was \$1,246,619 due to the reduced construction activities as a result of the construction moving into the completion stage, the sale of land at \$8,334,470, and a reduction of decommissioning assets of \$605,533.
- Share based expense increase in Q4 was due to the year-end adjustment in stock options.
- The increase in office and miscellaneous expense in Q4 2023 compared to Q3 2023 was mainly due to the payment of \$129,067 in RM property tax.

## LIQUIDITY AND CAPITAL RESOURCES

|                        | September 30, 2023 | As at Sept 30, 2022 | As at Sept 30, 2021 |
|------------------------|--------------------|---------------------|---------------------|
|                        | \$                 | \$                  | \$                  |
| Current assets         | 13,690,856         | 36,765,233          | 9,082,619           |
| Current liabilities    | (13,791,046)       | (14,376,956)        | (45,442,556)        |
| <b>Working Capital</b> | <b>(100,190)</b>   | <b>22,388,277</b>   | <b>(36,359,937)</b> |

### Cash resources and liquidity

As at September 30, 2023, the Company did not have significant sources of revenues and has not generated positive cash flow from operations. The Company had a net working capital shortage of \$100,190 after including cash and cash equivalents of

\$3,467,451. The shortage will be managed by rearranging schedules. The working capital was decreased by \$22,488,467 in comparison to September 30, 2022.

During the year ended September 30, 2022, the Company closed two financings. Western Potash received the first tranche of the loan transaction from Appian Capital Advisory LLP ("Appian") in the amount of \$45 million. WPHC received a total of \$80 million through an equity investment by Vantage. The Company received the second tranche of the loan transaction from Appian in the amount of US\$31,257,326 (equivalent of \$41,474,285) on January 30, 2023.

During the year ended September 30, 2022, the Company settled outstanding accounts payable with various vendors totaling \$39,822,148 and related to the Company's mineral property for total cash payments of approximately \$28,495,734. The Company also paid the outstanding principal, in the amount of \$35 million, owing to Tairui.

During the year ended September 30, 2023, Western Potash received the first advance payment of \$5 million from Vantage pursuant to the Exchangeable Debenture Agreement. (see "Related Party Transactions" for disclosure relating to this agreement).

Subsequently, Western Potash received the second advance payment of \$5 million from Vantage and the transaction was closed on December 27, 2023. In November 2023, a Surety Bond in the amount of \$4,308,342 was issued to SMOE to replace a L/C issued to SMOE as a decommission & reclamation deposit.

### Financing activities

Pursuant to the Subscription Agreement and as disclosed in the "Overview" section of this documents, WPHD received \$80 million through an equity investment by Vantage during the year ended September 30, 2022.

Western Potash signed an \$85 million loan transaction agreement with Appian on April 28, 2022 (the "Loan Transaction"). Proceeds of the Loan Transaction have enabled Western Potash to settle accounts payables, continue and complete the remaining construction and development of the Milestone Project, and fund general and administrative expenses associated with the Milestone Project. The first tranche in the principal amount of \$45 million was advanced in May 2022 and the Company received the second tranche of the Loan Transaction in the amount of US\$31,257,326 (equivalent of \$41,474,285) in January 2023 as disclosed in the "Cash resources and liquidity" section of this document.

The Loan Transaction includes:

1. A six-year term loan facility of up to US\$66,421,824 (equivalent of \$85,000,000) (the "Total Commitments"), at an interest rate of 12.5% per annum. Appian made available to the Company a US dollar term loan facility in an aggregate amount equal to the Total Commitments at a price equal to the US\$ Equivalent of CA\$ 881.44 per CA\$ 1,000 of the Total Commitments, reflecting an original issue discount of 11.856% (the OID).
2. The grant of a 1.5% royalty to Appian based on the gross revenue of the Milestone Phase I Project.
3. The Loan Transaction agreement requires Western Potash to ensure compliance with the following two financial covenants:
  - the Historic Debt Service Cover Ratio must be no less than 1.10:1, and will be assessed starting on September 30, 2023 and at the end of each quarter thereafter;
  - the Loan Life Cover Ratio is assessed when the Company received the first tranche of financing on May 16, 2022 and at the end of each quarter thereafter, until the Final Maturity Date. The Loan Life Cover Ratio must be greater than 1.80:1 until December 31, 2024, and no less than 1.30:1 thereafter.
4. The issuance to Appian by the Company of 20,774,030 warrants (the "Appian Warrants"), which will allow Appian to acquire up to 20,774,030 common shares of Company at a price of \$0.2834 per common share, which represents approximately 11.1% of the Company's issued and outstanding common shares on a pre-transaction basis. The main terms of Appian Warrants are as follows:
  - The Appian Warrants can be exercised by paying the subscription price in cash or by way of cashless exercise (pursuant to the formula set out in the TSX Company Manual).
  - The exercise price of the Appian Warrants is \$0.2834, representing a 25% discount to the 5-day VWAP of the Company's common shares on April 28, 2022, the execution date of the Loan Transaction agreement.
  - The term of the Appian Warrants is 6 years from the closing date of the Loan Transaction.



- If the Company's common share price reaches at least \$0.50/common share above Appian Warrants exercise price for 5 consecutive trading days (to be adjusted for customary anti-dilution provisions), Appian will be required to exercise (via cash or cashless exercise pursuant to the formula set out in the TSX Company Manual) the Appian Warrants within 5 business days, subject to Appian being legally permitted to exercise.
- The Appian Warrants certificate contains customary anti-dilution provisions.

### Investing activities

The Company owns a 100% interest in the Milestone Project located in the province of Saskatchewan under various property leases. The Company's rights to these properties are subject to a renewable 21-year Crown Lease issued by the Saskatchewan Ministry of Energy and Resources and renewable freehold leases. Those leases provide the Company with full and exclusive rights to mine Crown owned subsurface minerals and privately-owned subsurface minerals, including potash. Annual lease payments total approximately \$543,552. Additional information on the leases is contained under the heading "Land and Minerals".

## MILESTONE PROJECT

The Company is focused on building, what it believes will be, Canada's most efficient potash solution mine at the Milestone property located 35 kilometers southeast of Regina, Saskatchewan, a region with some of the largest producing-potash solution mines in the world. The Company is constructing Phase I of the Milestone Project in what management believes to be an ecologically sustainable, economically efficient, and socially responsible manner. Once operational, this mine is expected to be the first potash mine in the world to leave no salt tailings at the surface, which is expected to significantly reduce water consumption and long-term environmental liabilities.

### Land and Minerals

The Milestone Project includes 84,557 acres of Crown held mineral leases, and 65,305 acres of acquired freehold leases. The renewable, 21-year Crown lease was granted by the Government of Saskatchewan under a ministerial order and provides the Company with full and exclusive power and right to mine Crown owned subsurface minerals, including potash, subject to the provisions outlined by the Saskatchewan Subsurface Mineral Regulations (1960) and the Subsurface Mineral Tenure Regulations (2015). The Company completed the drilling of 11 potash exploration wells on project property, completed several hundred-line kilometers of 2D seismic study, and conducted a 3D seismic study during the exploration program. The leases are adjacent to potash permits relating to properties held by multinational mining companies.

The Company signed an agreement (the "Unitization Agreement") with the Ministry of Energy and Resources and all freeholder mineral owners who were parties to the agreement in order to unitize the four mineral sections around the project's Phase I site that comprise mineral reserves for the 40-year life of the mine. In February 2023, Western Potash received an approval of the SMOE ("Ministerial Approval") to extend the mine life of the Phase 1 Project from 12 years to 40 years. The Ministerial Approval became effective on February 17, 2023. The Unitization Agreement outlines the royalty payments in proportion to their percentage ownership of the unitized area once production commences. For more detailed information about the land and minerals relating to the Milestone Project, please refer to the NI 43-101 report discussed below, which is available on SEDARplus.com.

### Updated NI 43-101

The Company released an updated NI 43-101 report, prepared by March Consulting Associated Inc. ("March Consulting") on December 29, 2021, and filed on SEDAR in December 2021 ([www.sedar.com](http://www.sedar.com)). March Consulting undertook a review of the Milestone Project and determined that the mine life could be increased from 12 to 40 years with the implementation of an asset maintenance and replacement strategy. The full costs of this plan have been included in the OPEX and sustaining CAPEX results below.

Data and other information obtained from these operations, in conjunction with the efforts of several leading solution mining experts, have enabled Western Potash to optimize its Phase I solution mining plan by enhancing the reliability in order to meet the target production of 146,000 tonnes per annum (tpa) of granular potash. The mining plan contemplates the extraction of both the Belle Plaine and Patience Lake members from a series of horizontal caverns which have been planned within the unitized area.

Phase I is based on Mineral Resources in the Patience Lake and Belle Plaine members within lease KLSA 008.

#### Measured and Indicated Resources

| Measured             |                    |                               |                 |                                 |                             |                                |
|----------------------|--------------------|-------------------------------|-----------------|---------------------------------|-----------------------------|--------------------------------|
| Type                 | Thickness (meters) | Density (T/M <sup>3</sup> )** | Tonnage (MMT)*  | Tonnage with subtractions (MMT) | K <sub>2</sub> O (weight %) | K <sub>2</sub> O tonnage (MMT) |
| Measured             | 22.86              | 2.17                          | 440.52          | 418.50                          | 20.87                       | 87.19                          |
| Indicated            | 22.77              | 2.12                          | 2,532.13        | 2,304.23                        | 21.03                       | 483.91                         |
| <b>Total M&amp;I</b> | <b>22.78</b>       | <b>2.13</b>                   | <b>2,972.65</b> | <b>2,722.73</b>                 | <b>21.01</b>                | <b>571.1</b>                   |

\*MMT: Million Metric Tonnes

\*\*T/M<sup>3</sup>: Tonnes per cubic meter

Measured and Indicated Mineral Resources are not discounted by modifying factors to account for losses associated with the brine remaining in the cavern or plant and transport losses. Measured and Indicated Mineral Resources are inclusive of Proven and Probable Mineral Reserves.

The reserve estimate is based on the mine plan developed after operating the Pilot Phase of the Project. The estimate is based on the geologic model and assigned thicknesses and grades for the individual caverns.

#### Proven and Probable Reserves for Phase I Project

| Proven + Probable Reserves |                    |                             |               |                                 |                             |                                |                |                   |                            |
|----------------------------|--------------------|-----------------------------|---------------|---------------------------------|-----------------------------|--------------------------------|----------------|-------------------|----------------------------|
| Category                   | Thickness (meters) | Density (T/M <sup>3</sup> ) | Tonnage (MMT) | Tonnage with subtractions (MMT) | K <sub>2</sub> O (weight %) | K <sub>2</sub> O tonnage (MMT) | KCl (weight %) | KCl Tonnage (MMT) | KCl Tonnage Adjusted (MMT) |
| <b>Proven</b>              | 14.62              | 2.14                        | 44.55         | 40.54                           | 20.49                       | 8.67                           | 32.44          | 13.15             | 11.67                      |
| <b>Probable</b>            | 13.39              | 2.13                        | 71.97         | 65.49                           | 21.17                       | 14.37                          | 33.51          | 21.95             | 19.48                      |
| <b>Total</b>               | <b>13.86</b>       | <b>2.14</b>                 | <b>116.52</b> | <b>110.69</b>                   | <b>20.91</b>                | <b>23.04</b>                   | <b>33.10</b>   | <b>36.64</b>      | <b>31.15</b>               |

Cavern losses (10%) and processing recoveries of 95% have been applied to the Reserves noted above. The proven and probable reserves within the unitized area are sufficient for a mine life of over 200 years at the targeted production rate. Milestone Project economics are based on an operation period of 40 years at target production. Excess reserves would be available to extend mine life or increase production in the future.

The actual CAPEX allocated to Phase I to the report date of the Updated NI 43-101 was \$116.2 million and a further \$33.2million was estimated to complete the Milestone Project and bring the plant into production, resulting in a total Phase I Milestone Project CAPEX of \$149.45 million (including a 12.5% contingency on the remaining CAPEX). The total annual OPEX for Phase I, based on operational data from the pilot phase, is estimated at \$13.25 million per year (excluding G&A, logistics and royalties) or \$90.60/t MOP for 146,000 tpa. Sustaining CAPEX consists mainly of expanding the mine field (drilling, piping, and infrastructure) and planned equipment maintenance. Sustaining CAPEX includes approximately \$36 million every six years to expand the wellfield for ongoing production.

Assuming a discount rate of 8%, an economic analysis results in an after-tax project Net Present Value (NPV) of \$197.7 million, and an Internal Rate of Return (IRR) of 20.4%, based on the assumption of a 100% equity investment and a potash price of US\$415/t (CA\$527/t) FOB mine gate. This price is obtained from the November 2021 Argus report for granular MOP to the USA Corn Belt and forecasted freight costs from the site. All costs are given in Canadian dollars (CA\$) and prices are given in United States dollars (US\$), with an assumed exchange rate of US\$ 1 = CA\$ 1.27. Inflation has not been applied to the potash price or future costs with the noted potash price assumed to apply from 2025 to the end of project life.

As at September 30 2023, cost of construction in progress under mineral property plant and equipment was \$244,587,637 (2022 - \$166,485,533), detail see Note 7 of audited consolidated financial statements for the year end September 30, 2023

## Permits

Western Potash previously investigated a full-scale project of 2.8 million tonnes per year for the Milestone Project by completing multiple Resource and Reserve Estimates (2010, 2011, 2012, and 2013), a Scoping Study (2011), a Prefeasibility Study (2011), and a Feasibility Study (2012). The SMOE issued an Environmental Assessment Approval (“EAA”) for the Milestone Project in March of 2013. The original 2013 approval was amended in 2015 to include both the new mining methodology and the scale of the Phase I plant. Following the conclusion of the AMEC Phase I pilot study, a second EAA amendment application was submitted detailing the final engineering and location of the Phase I plant, and approval was received in 2017. Then, in 2019 with SNC-Lavalin engineering, a third amendment was submitted and approved as a final design. A Development Agreement with RM No. 128 was initially signed in 2015 and updated to incorporate the Milestone Project design in both 2017 and 2019.

Western Potash has received numerous permits and approvals for Phase I development and the operation of hot mining. Additional permits will be applied for and are expected to be obtained as the Milestone Project progresses.

## Process Overview

The Phase I pilot plant uses selective solution mining of the Milestone Project deposit, starting with a smaller, and lower capital cost, pilot project. Phase I of the project is designed to produce 146,000 tonnes per year of potash (or “KCl”) over a project life of 40 years. To achieve this production, a total of no less than 4,800 meters of caverns are planned, of which 2,400 meters of caverns have already been drilled. All these caverns will be in operation for 6 years and, it is expected, followed by replacement caverns. Each of the caverns is injected with sodium chloride (“NaCl”) saturated brine through one well to selectively dissolve KCl, leaving the NaCl underground. The KCl rich brine is then brought to surface through a production well and sent to a pond where the cool ambient temperature allows for KCl precipitation and settlement. The KCl from the pond will then be harvested with a dredge and the resulting KCl-rich slurry will be pumped to the process plant. The process plant removes the brine from the slurry to form a KCl cake that is then dried, compacted, crushed, screened, and sent for storage and load-out.

## Construction and Development

Construction at the Phase I site resumed in May 2022 and was completed in August 2023. The operational readiness stage began in September 2023, including TCCC and mechanical commissioning of systems. The definition of “Physical Completion Longstop Date” in the Loan Transaction agreement with Appian was amended to September 30, 2023 (originally, June 30, 2023) and physical completion of site construction was achieved by that date.

Cold mining was restarted in July 2022 to extract to the crystal pond the brines that were saturated with KCl from accumulation in the caverns over the past 15 months when they were shut in. Current results reflected from cold mining operations indicate that current surface facilities and infrastructures are expected to be fully capable of supporting stable development and operations of the three caverns.

Mine perforation development of the existing cavern was completed in February 2023, followed by drilling of new whipstock caverns that connected the old ones in April 2023. Management’s current focus is the development of the recently completed whipstock caverns. This development is expected to continue for the next few months. The Company will continue developing additional whipstock caverns and other development to ensure that the design production target is met once the plant is fully operational.

## Community

The Company is committed to maintaining good relationships with the local community, government and business, through open and transparent communication, feedback and ongoing engagement with all parties with a view to benefiting the local community. An Open House was hosted in the RM of Lajord in August 2022, attracting over 50 local residents. Officials from various Ministries of the Province of Saskatchewan paid a site visit to the mine site in June 2022, including the Ministry of Trade and Export Development, Ministry of Energy and Resources and Ministry of Environment. An Open House was hosted in the RM of Lajord in October 2023, attracting over 65 local residents. Western Potash is also involved in several local sponsorships, from grid road upgrade to RM events. These sponsorships, events and regular meetings with all levels of government have continued to confirm their respective strong support for the project.

## COMMITMENTS AND CONTRACTUAL AGREEMENTS

- Western Potash entered into a water supply agreement with the City of Regina (the “City”) with respect to future phases of the Milestone Project which provides Western Potash a preferential right to access a maximum of up to 25,000 cubic meters of water at a rate of \$0.2628/cubic meter (increasing by a multiplier every year) per day of recycled water for an agreed term of 40 years from the start of water flow. Prior to water usage commencing, the Company is required to pay the city annual standby fees. Half of the commitment fee and the standby fees will be credited against the annual water usage fees if water usage commences on or before December 31, 2025. If the Company does not commence usage on or before December 31, 2025, all credits accrued until that date will no longer be creditable against the annual usage fees. Furthermore, the Company will be required to pay a standby fee of \$500,000 annually after December 31, 2025, until the earlier of (i) the date water usage commences and (ii) the term of the water supply agreement which is defined in the agreement as 40 years after connection to the Regina water system is completed. Both the City and the Company have the option to terminate the water supply agreement on or after December 3, 2025, if usage has not commenced by that date. The Company is currently corresponding with the City to renegotiate the agreement.
- On October 25, 2018, Western Potash signed an off-take agreement with a North American company in the business of selling agricultural fertilizers (the “Off-taker”) to purchase an annual production of 146,000 metric tons of product from Western Potash once production at the Milestone Project reaches the designed capacity, for a period of 10 years commencing no later than May 31, 2021. The Commencement Date for product delivery was subsequently extended to no later than November 30, 2022 by an amendment executed on January 13, 2021 and it was later extended to no later than November 30, 2023 by an amendment executed on March 25, 2022. The agreement was further amended on November 30, 2023, to extend the Commencement Date to no later than December 31, 2024. Under the new terms, if the Commencement Date is not established by December 31, 2024, but the project’s daily production rate is above that necessary to achieve 50% of the total committed annual capacity, the Commencement Date deadline may be extended to a mutually accepted achievable date, otherwise the Off-taker, in its sole discretion, may either terminate the agreement or agree to further extend the Commencement Date.
- On May 12, 2022, Western Potash entered into a time and material contract at \$20,639,523 with SOX as general contractor to continue the bulk of the remaining construction work for the Milestone Project. Project construction was placed on hold in May 2020 when the process plant was approximately 50% complete. Project construction was restarted in May 2022 and completed in August 2023. Subsequently, the plant dry commissioning of over 83% was completed in October 2023, with the remainder to be completed prior to the wet commissioning and production startup in March 2024.
- On May 16, 2022, Western Potash entered into a royalty agreement with Appian for a purchase price of US\$6,251,465.19 (approximately CA\$8,000,000). Under the agreement, the royalty payable by the Grantor (Western Potash) to the Royalty Holder (Appian) is calculated by multiplying the Adjusted Gross Revenue (as that term is defined in the agreement), by the Royalty Rate (as that term is defined in the agreement) of 1.5%, provided that the royalty shall only be payable in relation to the first 146,000 tonnes of Payable Potash (as that term is defined in the agreement) produced by the Grantor in any Financial Year (see Note 14 of the audited consolidated financial statements for the year ended September 30, 2023).

## INVESTMENT IN ASSOCIATES

As of September 30, 2023 and 2022, the Company had a 72.31% limited partnership interest in FB Burrard LP which is developing a real estate project in Vancouver, British Columbia. FB Burrard LP is controlled by its general partner, FB Burrard Development Ltd. (“FB Burrard GP”). FB Burrard GP is jointly controlled by the Company and Formwerks. Among other things, the shareholder agreement requires unanimous consent by the Company and Formwerks for decisions related to all relevant activities of FB Burrard GP. Accordingly, the Company accounts for its investment in FB Burrard using the equity method. For the year ended September 30, 2023, the Company received a return of equity of \$590,090 (2022 - nil) and recognized its share of income of \$651,958 (2022 - share of loss \$93,671) from real estate sales.

WGP Investment Limited Partnership (“WGP LP”) was created as an investment vehicle to allow new limited partners to invest in the Company’s real estate projects. On June 12, 2020, the Company transferred its 22.5% interest in FB Third LP and its 80% interest in Alabaster LP, which had a total carrying value of \$7,361,909, to WGP LP in exchange for cash of \$4,099,150 and 3,353,850 units in WGP LP with a value of \$1 per unit. The cash portion paid by WGP LP was funded by the issuance of 4,099,150 units of WGP LP at \$1 per unit, representing a 55% interest, to a new partner 1168387 BC Ltd. (“1168387 BC”). As a result of the transaction, the Company’s interest in FB Third LP and Alabaster LP were reduced to 10.125% and 36%, respectively. The

**Western Resources Corp.**  
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transaction was accounted for as a partial disposition of these interests but did not result in a gain or loss. In connection with the transaction, the Company accrued a finder's fee of \$250,000 and may be required to pay additional amounts equal to 0.25 times the amount of profit distributions received from FB Burrard. The maximum payable, inclusive of the \$250,000 finder's fee, is \$400,000. As of September 30, 2023, WGP LP had net assets of \$1,544,747 (September 30, 2022 - \$1,544,747) which relates to its interest in FB Third LP.

For more details, please review note 8 to the audited consolidated financial statement for the year ended September 30, 2023.

## ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

|                                                                   | Note | As at Sept 30, 2023<br>\$ | As at Sept 30, 2022<br>\$ |
|-------------------------------------------------------------------|------|---------------------------|---------------------------|
| Trade payables                                                    |      | 1,112                     | 85,325                    |
| Trade payable and accrued liabilities related to mineral property | 7    | 5,097,042                 | 4,182,297                 |
| Accrued liabilities                                               |      | 397,500                   | 397,500                   |
| Interest payable related to loan payable                          | 14   | -                         | 787,430                   |
| <b>Accounts payable and accrued liabilities</b>                   |      | <b>5,495,654</b>          | <b>5,452,552</b>          |

### Settlements on trade payable related to mineral property.

As of September 30, 2021, various vendors filed builders' liens for up to \$34,338,000 against Western Potash as a result of its delayed payment on the outstanding payables related to mineral property, plant and equipment. Certain of these vendors also filed legal claims against Western Potash in amounts totaling \$4,638,000.

On May 12, 2022, Western Potash entered into a construction services agreement (the "Construction Agreement") with SOX, as general contractor to continue the remaining construction work for the Milestone Project. Pursuant to the Construction Agreement, Western Potash and SOX agreed to settle the outstanding accounts payable of Western Potash to SOX, in the amount of \$22,196,092 by way of a cash payment of \$14,000,000 and the issuance of 10,000,000 warrants to SOX. Those warrants had a fair value of \$2,533,948 on the settlement date under the agreement (See Note 14 to the audited consolidated financial statement for the year ended September 30, 2023). As a result, the Company recorded a gain of \$5,473,952 as a gain on payable settlements for the year ended September 30, 2022.

During the year ended September 30, 2022, the Company settled outstanding accounts payable with various vendors other than SOX (with which it settled amounts payable as noted above), totaling \$17,626,056 and related to the Company's mineral property for total cash payments of \$14,495,734 including PST. As a result, the Company recorded a gain of \$3,120,322 as a gain on trade payable settlements.

As of September 30, 2023, trade payable and accrued liabilities related to mineral property was \$5,097,042.

### Accrued liabilities.

As of September 30, 2023, the Company had Accrued liabilities of \$397,500 (September 2022 - \$397,500).

## ASSETS RETIREMENT OBLIGATION

Asset retirement obligations are reviewed annually or more frequently if significant changes in regulations or other relevant factors occur. Estimate changes are accounted for prospectively. As of September 30, 2023, as a result of its annual review of asset retirement obligations, the Company recorded a revaluation adjustment to decrease the asset retirement liability by \$605,533 (2022 – decrease \$1,060,742).

As at September 30, 2023, the Company recognized an asset retirement obligation of \$2,341,891 (September 30, 2022 - \$2,911,163) for mine development activities that have occurred to date. The following assumptions were used in the calculation of the Company's asset retirement obligation:

|                                                   | For the year ended |              |
|---------------------------------------------------|--------------------|--------------|
|                                                   | Sep 30, 2023       | Sep 30, 2022 |
| Undiscounted costs of asset retirement obligation | \$5,218,692        | \$4,745,592  |
| Pre-tax risk-free discount rate                   | 4.09%              | 3.27%        |
| Inflation rate                                    | 2.05%              | 2.00%        |
| Year of settlement                                | 2064               | 2062         |

## LOAN PAYABLE AND DERIVATIVE LIABILITY

The Company entered two significant loan agreements including one related party loan to Tairui (the “Credit Facility Agreement”) and one facility loan to Appian. During the year ended September 30, 2022, related party loan obligation to Tairui was fully settled with a waiver in favor of the Company of the interest payable to Tairui. The Company remains a borrower with respect to a facility loan under the Loan Transaction with Appian which includes two derivative financial instruments – warrants and royalty. As a result, management’s estimation of their fair value is required due to the nature of potential volatility (Note 14 of the audited consolidated financial statements for the year ended September 30, 2023).

## FINANCING ARRANGEMENT

During the year ended September 30, 2020, WPC through its subsidiary BC Ltd entered into an agreement to sell the ownership of certain vacant farmlands for future Phases (the “Property”) for gross proceeds of \$8,300,000 on condition that WPC would repurchase the Property back by July 7, 2022 for \$9,300,000. The Company had the option to extend the repurchase date to July 7, 2023 at which time the Company would pay \$9,700,000. On the agreement date, the Company made a \$300,000 deposit, which would be deducted from the final payment when the Company repurchases the Property. As the transaction includes the right and obligation to repurchase the property at a future date, the Company accounted for the transaction as a “financing arrangement”. The obligation was recorded at its amortized cost using an effective interest rate of 7.15%. On July 7, 2023, the Company did not exercise the right to repurchase and entered into the Termination Agreement with Monette Farm. The Company recognized a gain of \$705,808.

## OUTSTANDING SHARE DATA

The Company’s authorized share capital consists of an unlimited number of common shares issued without par value. As of September 30, 2023, the Company had 408,905,478 common shares issued and outstanding with a carrying value of \$286,320,924. In addition, 777,400 common shares with a carrying value of \$762,520 are classified as treasury shares, which the Company reacquired from its shareholders but has not retired or cancelled.

During the year ended September 30, 2023, a total of 21,750,000 stock options were granted to the Company’s directors, key staff, and contractors. Among these options, 19,200,000 were issued in November 2022 with an exercise price of \$0.24 per common share and an expiry date of November 15, 2027, 800,000 were issued in March 2023 with an exercise price of \$0.23 per common share and an expiry date of March 9, 2028, 1,150,000 were issued in April 2023 with an exercise price of \$0.25 and an expiry date of April 17, 2028, and 600,000 were issued in May 2023 with exercise price of \$0.285 and an expiry date on May 15, 2028. With respect to the options granted in 2023, 30% will vest one year after the grant date, 30% will vest two years after the grant date, 30% will vest three years after the grant date and the remaining 10% will vest four years after the grant date. During the year ended September 30, 2023, the Company recognized \$1,478,074 (September 30, 2022 – \$702,334) of share-based payments of which \$305,305 (September 30, 2022 - \$146,262) was charged to the consolidated statement of income (loss) and comprehensive income (loss) and \$1,172,769 (September 30, 2022 – 556,072) was capitalized to mineral property, plant and equipment.

As of September 30, 2023, the Company had 25,285,000 stock options and 30,774,030 warrants outstanding (Note 16 of the audited consolidated financial statements for the year ended September 30, 2023).

## RELATED PARTY TRANSACTIONS

The Company's key management includes the Company's Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and certain members of the Board of Directors. Payments to key management are included in the net income (loss) and mineral property, plant and equipment. Total compensation to key management personnel was \$1,311,811 during the year ended September 30, 2023.

On August 15, 2023, the Company signed an exchangeable debenture subscription agreement with Vantage (the "Exchangeable Debenture Agreement"), pursuant to which Vantage will subscribe for a \$10 million exchangeable debenture issued by the Company. Subsequently, the transaction was closed on December 27, 2023 after the Company received an advance payment in the amount of \$5 million from Vantage in September 2023 and the second advance payment of \$5 million in December 2023.

All related party transactions are in the normal course of operations and have been measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties except for the amount borrowed under the Credit Facility Agreement which was recognized at fair value on the issuance date.

## SEGMENT INFORMATION

The Company operates in two reportable operating segments, being the acquisition, exploration and development of mineral properties and the investment in real estate projects in Canada. Segmented information is as follows:

|                                              | Real estate<br>\$ | Mineral<br>properties<br>\$ | Total<br>\$   |
|----------------------------------------------|-------------------|-----------------------------|---------------|
| <b>For the year ended September 30, 2022</b> |                   |                             |               |
| Operating expenses                           | (29,714)          | (3,351,174)                 | (3,380,888)   |
| Interest and other income (expense)          | (93,703)          | 3,147,018                   | 3,053,315     |
| Income tax expense                           | -                 | (65)                        | (65)          |
| Net loss for the year                        | (123,417)         | (204,221)                   | (327,638)     |
| <b>For the year ended September 30, 2023</b> |                   |                             |               |
| Operating expenses                           | (1,868)           | (1,784,221)                 | (1,786,089)   |
| Interest and other income                    | 651,854           | 3,899,622                   | 4,551,476     |
| Income tax expense                           | -                 | -                           | -             |
| Net income (loss) for the year               | 649,986           | 2,115,401                   | 2,765,387     |
| <b>As at September 30, 2022</b>              |                   |                             |               |
| Total assets                                 | 880,863           | 303,621,036                 | 304,501,899   |
| Non-current assets                           | 830,529           | 266,906,137                 | 267,736,666   |
| Current assets                               | 50,334            | 36,714,899                  | 36,765,233    |
| Total liabilities                            | -                 | (63,095,901)                | (63,095,901)  |
| <b>As at September 30, 2023</b>              |                   |                             |               |
| Total assets                                 | 878,891           | 350,218,860                 | 351,097,751   |
| Non-current assets                           | 830,529           | 336,576,366                 | 337,406,895   |
| Current assets                               | 48,362            | 13,642,494                  | 13,690,856    |
| Total liabilities                            | -                 | (105,392,192)               | (105,392,192) |



## FINANCIAL INSTRUMENTS

In the normal course of business, the Company is inherently exposed to certain financial risks, including market risk, credit risk and liquidity risk, through the use of financial instruments. The timeframe and manner in which the Company manages these risks varies based upon management's assessment of the risk and available alternatives for mitigating risk. The Company issued derivative financial instruments including warrants and royalty during the year ended September 30, 2022. All transactions undertaken are to support the Company's operations and development. These financial risks and the Company's exposure to these risks are provided in various tables in the Risks and Uncertainties section of this MD&A and Note 22 of the audited consolidated financial statements for the year ended September 30, 2023. For a discussion on the significant assumptions made in determining the fair value of financial instruments, refer also to Note 2 of the audited consolidated financial statements for the year ended September 30, 2023.

## CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in conformity with IFRS requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported revenues and expenses during the period. Actual results could materially differ from these estimates. Significant judgements made by management relate to the Company's ability to continue as a going concern, the basis of consolidation, economic recoverability, the probability of future economic benefits of the mineral property, plant and equipment, the determination of asset retirement obligations, the determination of the fair value of financial instruments, and income taxes. For more details, refer to Note 2 of the audited consolidated financial statements for the year ended September 30, 2023.

## RISKS AND UNCERTAINTIES

### Risk Factors Relating to The Company's Business

The Company's ability to finance and develop the Milestone Project to production, generate revenues and profits from its natural resource properties, or any other resource property that it may acquire, currently or in the future, is dependent upon a number of factors. For a further discussion of these factors, please refer to the Company's most recent Annual Information Form dated December 28, 2023.

Readers are cautioned that the projected mining method and, potential production profile as well as the mine plan referred to in the updated NI 43-101 report prepared by March Consulting included risks, further detailed below in "Project Risks", arising from the modelling work, geology, implementation, plant startup and operation. There is no certainty that the proposed mine will be completed or that production will be realized.

### Going Concern Risk

Management has judged, as of the date of this MD&A, that the Company has the ability to continue in operation for at least twelve months from September 30, 2023 and to realize its assets and discharge its liabilities in the normal course of operations. The Company's ability to execute its strategy by funding future working capital requirements requires judgment. Estimates and assumptions are continually evaluated and are based on historical experience and other factors, such as expectations of future events that are believed to be reasonable under the circumstances.

### Environmental Risks and Hazards

All phases of the Company's mineral operations are subject to environmental regulation in the various jurisdictions in which it operates. Environmental legislation is evolving in a manner which may require stricter or changing standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulations, laws and permits, if any, will not adversely affect the Company's operations. Environmental hazards may exist on the properties on which the Company holds interests which are unknown to the Company at present, and which have been caused by previous or existing owners or operators of the properties. The Company may become liable for such environmental hazards caused by previous owners and operators of the properties even where it has attempted to contractually limit its liability. Government approvals and permits are currently, and may in the future be, required in connection with the



Company's operations. To the extent such approvals are required and not obtained, the Company may be curtailed or prohibited from proceeding with planned exploration or development of mineral properties. Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

### Commodity Price Risk

The Company is exposed to commodity price risk. Commodity price risk is defined as the potential impact on earnings and economic value due to commodity price movements and volatilities. The Company closely monitors commodity prices of potash, the Company's equity movements, and the stock market to determine the appropriate course of action to be taken by the Company. The Company's future profitability and viability of development depends upon the world market price of potash. Potash prices have fluctuated widely in recent years. There is no assurance that, even if commercial quantities of potash are produced in the future, a profitable market will exist for them. A decline in the market price of potash may also result in the Company reducing its mineral resources, which could have a material and adverse effect on the Company's value. The Company is not a potash producer as of September 30, 2023. Therefore, commodity price risk may affect the completion of future equity and/or debt transactions such as equity offerings, financings and the exercise of stock options and warrants. This may also affect the Company's liquidity and its ability to meet its ongoing obligations. The potash prices are fluctuating due to the inflation rate and supply issues. The decreasing price will significantly decrease the royalty payable obligation, vice versa.

### Project Risks

Phase I is a pilot plant, and as such there are a number of technical and economic risks. The most significant risk is lower than expected potash sales prices, which have the largest effect on project economics. There are exchange rate and tariff risks, but these are somewhat mitigated by the likely effect of sales price.

The mineral resources and reserves are based on a model of the geological conditions which relies on seismic studies, drilled core and historical data. There is no certainty that data or model captures all geological features or small-scale anomalies. Although an allowance has been made for losses or unknowns, the data and model uncertainty may require changes to the mine plan. Mineral resources that are not mineral reserves do not have demonstrated economic viability and the estimate of mineral resources in the updated NI 43-101 Report may be materially affected by environmental, permitting, legal, title, taxation, social-political, marketing, or other relevant issues.

There are a number of technical and construction risks associated with the innovative use of selective horizontal solution mining. In particular, the risks include drilling the cavern, long-term potash recovery rates, and the difficulty of predicting and managing, with complete accuracy construction CAPEX costs, sustaining and operating costs. The Company had implemented a number of construction strategies for strict control of the construction costs and have been engaging leading experts and engineering firms to leverage their experience. To maintain potash recovery rates, additional well drilling is planned during operations and drilling costs have been included in the sustaining CAPEX. However, actual conditions in the caverns (including geological, flow and dissolution) may be overestimated in the cavern production models. This risk is partially mitigated by early hot mining which will build up potash in the crystallization pond and prove actual mining rates.

Weather conditions (including snow and flooding) may affect operations (in particular, road restrictions may reduce the ability to ship products off-site or get necessary equipment or personnel to the site). The Company has developed contingency plans to minimize the risk associated with weather events, including flexibility in work schedules, contingencies, appropriate productivity factors, and product shipping plans, an on-site storage facility, and conducting an annual plant maintenance shutdown during the period of spring road bans.

With the completion of construction in August 2023, the development of Phase I will include the operation of mines, processing plants and related infrastructure. As a result, the Company is and will continue to be subject to all of the risks associated with establishing new mining operations, including risks relating to the availability and cost of skilled labor, mining equipment, fuel, power, materials and other supplies; the ability to obtain all necessary governmental approvals and permits; potential opposition from non-governmental organizations, environmental groups or local residents; and the availability of funds to finance sustaining projects and development activities. It is common for new mining operations to experience unexpected costs, problems and

delays during development, and mine start-up. Accordingly, the Company cannot provide assurance that its activities will result in profitable Phase I mining operations. Events like significant delays in completion of Phase I, consistently reaching production on a commercial scale, or significant increase in its capital costs overestimates, could have a significant adverse effect on the Company's profitability of operations, cash generation from operations and its financial condition.

#### Credit Risk

Credit risk is the risk of loss associated with a counterparty's inability to fulfil its payment obligations. The Company's credit risk is primarily attributable to cash and cash equivalents, term deposits, accounts and other receivables, and deposits the carrying value of which represents the Company's maximum exposure to credit risk. Cash and cash equivalents and term deposits are held with reputable Canadian financial institutions, from which management believes the risk of loss to be minimal.

#### Interest Rate Risk

Interest rate risk is the risk that the fair value or the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company's cash and cash equivalents are held mainly in high yield savings accounts and short-term investments. Therefore, the Company believes there is currently minimal interest rate risk. Because of the short-term nature of these financial instruments, fluctuations in market rates do not have a significant impact on estimated fair values as of September 30, 2023. The Company's loans payables are not subject to interest rate risk as they are not subject to a variable interest rate.

#### Foreign Currency Risk

The Company is exposed to currency risk to the extent that monetary assets and liabilities of the Company are not denominated in Canadian dollars. The Company has not entered into any foreign currency contracts to mitigate this risk.

The Company's cash and cash equivalents, short-term investments, restricted cash, accounts payable and accrued liabilities, interest payable, loan payable and royalty payable are denominated in CA\$ and US\$ and are subject to foreign exchange risk. For more details, please refer to Note 22 of the audited consolidated financial statements for the year ended September 30, 2023.

#### Risk of Geopolitical Development

Russia and Belarus, the two major exporters of potash, are currently subject to sanctions related to the conflict in the Ukraine, which is causing short term supply disruptions; the long-term outlook in respect of these two exporters remains uncertain. Insurance rates for shipments for commodities from Russia are high at present, forcing purchasers to look for alternative sources of potash supply. These supply shocks are expected to have a continuing impact on prices which are expected to remain elevated in the short term.

### DISCLOSURE, CONTROLS & PROCEDURES AND INTERNAL CONTROLS OVER FINANCIAL REPORTING

The Chief Executive Officer and Chief Financial Officer of the Company have assessed or caused to be assessed the effectiveness of the Company's disclosure control procedures ("DC&P") and internal control over financial reporting ("ICFR"), which have been designed or caused to be designed under their supervision in order to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. Management has relied upon certain informal procedures and communication to maintain the effectiveness of disclosure controls and procedures and to continually improve and upgrade the design and evaluation of its DC&P and ICFR. However, there can be no assurance that the risk of a material misstatement in the annual financial statements can be reduced to less than a remote likelihood.

The Company's management is responsible for establishing and maintaining adequate internal controls over financial reporting. Management, including the Chief Executive Officer and Chief Financial Officer, conducted an evaluation of ICFR as at September 30, 2023. In conducting this evaluation, the Company used the criteria set forth by the Committee of Sponsoring Organization of the Treadway Commission (COSO) in Internal Control – Integrated Framework (2013). Based on its evaluation, the Company's management identified a material weakness as at September 30, 2023. Management did not have sufficient internal resources to consistently perform appropriate review over certain transactions, complex accounting areas and disclosures, which resulted in post close adjusting entries and various disclosure changes being recorded.

The Company is committed to improving its ICFR. As part of the control improvement, management has continued and will continue to enhance the capacity and capabilities to review and evaluate ongoing and technical complex transactions through selected increased use of external resources and realignment of internal staff. Management will continue to monitor and evaluate the effectiveness of our ICFR on an ongoing basis and is committed to continuing further actions. Since the September 30, 2023 identification noted above, the Company has made progress in addressing identified material weakness including continuing engagement with external experts to assist with the accounting complex transactions or valuating complex financial instruments. The Company plans to adopt a new SAP ERP system to replace its un-integrated ERP system and adding more functions including project management, human resources, and performance management, and is reviewing necessary staff additions to management these areas.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. Because of inherent limitations, internal control over financial reporting and disclosure controls can provide only reasonable assurances and may not prevent or detect misstatements. Furthermore, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Despite the existence of the material weakness identified and described above, the CEO and CFO, together with management, believe that the audited consolidated financial statements associated with this Management's Discussion and Analysis, fairly present the financial position, results of operations and cash flows for the year ended September 30, 2023 and 2022 in all material respects.



This is **Exhibit “ D ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



Year

May 21, 2024

**Vancouver BC – Western Resources Corp. (TSX: WRX) (“Western” or the “Company”)** announces that, following a decision of the Company’s Board on May 17th, 2024, Western Potash Corp., the Company’s wholly-owned subsidiary, has temporarily suspended operations at its Milestone Phase 1 Project (“Project”) site so that the Company can focus its efforts on discussions in respect of additional Project financing.

The Project is approximately 93% complete in the existing plan. Construction of the process plant has been completed and most of the equipment has been dry-commissioned. Management expects that two new horizontal caverns will be added which the Company and Western Potash Corp. believe will bring the Project to initial production stage. Western Potash’s mining team, which is developing a new mining plan, is actively working to optimize that plan, which will allow work on the new caverns to begin soon after financing is secured.

Western Potash Corp.’s CEO and President, Bill Xue, said “It’s unfortunate that the Project’s startup has been further delayed but we believe that this suspension is necessary, prudent and in the best interests of the Company and Western Potash Corp. We remain committed to completing this exciting project, which is nearing initial production stage. We are optimistic that despite our current challenges, and those we have faced in the past that were met and overcome, our efforts here to secure business and financial partners, who will work together with the Company to complete the Project, will be successful”.

For more information on the Project, please refer to: [www.westernpotash.com](http://www.westernpotash.com), Tel: 306-924-9378.

Cautions Regarding Forward-Looking Statements

*Except for statements of historical fact relating to the Company, certain information contained herein constitutes "forward-looking information" under Canadian securities legislation. Forward-looking information includes, but is not limited to, statements with respect to the filing and results of the Technical Report. Forward-looking statements are based on the opinions and estimates of management as of the date such statements are made and they are subject to known and unknown risks, uncertainties and other factors that may cause the actual results of the Company to be materially different from those expressed or implied by such forward-looking statements or forward-looking information. Although management of the Company has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking information. The Company does not undertake to update any forward-looking information that is set out herein, except in accordance with applicable securities laws.*

## Quick Links

**STOCK INFORMATION**

**PROJECT GALLERY**

**FINANCIAL REPORTS**

**PRESS RELEASES**

**OUR LEADERS**

**CAREERS**



306-924-9378



WRX  
WESTERN RESOURCES CORP



0.040<sup>D</sup> 0.00% (0.000)

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This is **Exhibit “ E ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Evan Cobb", written in a cursive style.

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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



COURT FILE NUMBER **KBG-RG-02123-2024**

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE **REGINA**

PLAINTIFFS **OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNICAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC. carrying on business in partnership as TEAM POWER SOLUTIONS**

DEFENDANTS **WESTERN POTASH CORP., 0907414 B.C. LTD., R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., COVERCO BUILDINGS LTD., NOBLE CONSTRUCTION CORP., HVAC SALES & SERVICE LTD., ARTISAN CONSULTING SERVICES (2023) LTD., STAMPEDE DRILLING INC. and RYZER DOOR CONTROL INC.**

### **ORDER**

Before the Honourable Justice A.S. Davis in Chambers the 10<sup>th</sup> day of October, 2025.

Upon the Application Without Notice of the Plaintiffs, and upon reading the Affidavit of Thomas Boehm, the Affidavit of Service of Kayla Brewster, the Affidavit of Service of Irene Anup and on reading the pleadings and proceedings had and taken herein, all filed:

### **THE COURT ORDERS THAT:**

1. The Defendant, WESTERN POTASH CORP. ("**Western Potash**"), not having delivered any defence to the Statement of Claim, the Court orders that the Plaintiffs, OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNICAL SOLUTIONS LTD., JAD ELECTRIC INC.,

TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC. carrying on business in partnership as TEAM POWER SOLUTIONS recover from Western Potash the sum of **\$314,918.41**, comprised of the following amounts:

- (a) The sum of \$290,936.25, representing the amount owing for the work completed by the Plaintiffs for Western Potash, inclusive of taxes;
- (b) Plus interest on the above sum in the amount of \$18,892.16 in accordance with *The Pre-Judgment Interest Act*;
- (c) Plus the sum of \$3,430.00, representing storage costs to July 31, 2025 per Paragraph 14 of the Plaintiff's Statement of Claim;
- (d) Plus costs in the sum of \$1,660.00 in accordance with the Tariff of Costs:

|                                      |                    |
|--------------------------------------|--------------------|
| Fees (Sc.I, B-39, Column 3)          | \$ 1,250.00        |
| Issue Claim (Sc.II, B-1(a))          | \$ 300.00          |
| Note for Default (Sc.II, B-5)        | \$ 90.00           |
| Issue Default Judgment (Sc.II, B-16) | \$ 20.00           |
| <b>Total</b>                         | <b>\$ 1,660.00</b> |

**(all of which is collectively referred to herein as “the Judgment Amount”).**

2. It is further decreed and adjudged that the Claim of Lien (“**the Surface Lien**”) registered by the Plaintiffs as Interest Register #126168970 against the land legally described as Surface Parcel #108056954, NW Sec 20 Twp 14 Rge 17 W2 Extension 0 as described on Certificate of Title 86R62081 (the “**Property**”) and the Mineral Lien (“**the Mineral Lien**”) registered by the Plaintiffs as Document No. 285235 against the Ministry of Energy and Resources Disposition No. KLSA 008 as referenced in Subsurface Mineral Disposition Search Abstract, dated August 7, 2024

(“the Mineral Disposition”) constitute valid liens against the Property and the Mineral Disposition in the amount of **\$290,936.25**.

3. Without limiting any other right of the Plaintiffs to enforce the full Judgment Amount as against Western Potash, it is hereby further ordered that if Western Potash fails to pay a minimum of \$290,936.25 (being the portion of the Judgment Amount secured by the Surface Lien and the Mineral Lien) to the Plaintiffs, care of their legal solicitor, Robertson Stromberg LLP, by way of bank draft or certified cheque, within 120 days following the date of service of this Order on Western Potash and the Defendants, 0907414 B.C. Ltd. (“**090 B.C. Ltd.**”), the Plaintiffs shall be entitled to apply to this Court, on notice to all named Defendants, for the following relief on such terms and conditions as the Court may later direct:
  - (a) An Order for the sale of the Property and/or the Mineral Disposition, subject to permitted prior encumbrances, pursuant to section 96(3) of *The Builders’ Lien Act*;
  - (b) The appointment of a trustee/receiver by this Honourable Court over the property, assets, and undertakings of the Defendant, Western Potash, pursuant to:
    - (i) Section 84 of *The Builders’ Lien Act*; and/or
    - (ii) Section 243 of *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
  - (c) All necessary Orders to adjust the rights and liabilities of the parties pursuant to section 96(1) of *The Builders’ Lien Act*; and/or
  - (d) Such further and other relief as this Honourable Court may allow.

4. A copy of the within Order shall be served upon all named Defendants in the within Action.

ISSUED at the City of Regina, in the Province of Saskatchewan, this 29 day of October, 2025.

  
(Deputy) Local Registrar

**NOTICE**

Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

This *Order* delivered by:

**ROBERTSON  
STROMBERG**

**ROBERTSON STROMBERG LLP**

Barristers & Solicitors  
Suite 600, 105 – 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

|                           |                       |
|---------------------------|-----------------------|
| Lawyer in Charge of file: | Misty S. Alexandre    |
| Direct Line:              | 306-933-1352          |
| Facsimile:                | (306) 652-2445        |
| E-Mail:                   | m.alexandre@rslaw.com |

OCT 29 2025

FILED

COURT FILE NUMBER: **KBG-RG-02123-2024**

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE OF REGINA

**PLAINTIFFS**                      **OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNICAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC. carrying on business in partnership as TEAM POWER SOLUTIONS**

**DEFENDANT(S):**                      **WESTERN POTASH CORP., 0907414 B.C. LTD., R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., COVERCO BUILDINGS LTD., NOBLE CONSTRUCTION CORP., HVAC SALES & SERVICE LTD., ARTISAN CONSULTING SERVICES (2023) LTD., STAMPEDE DRILLING INC. and RYZER DOOR CONTROL INC.**

**JUDGMENT**

IN PURSUANCE OF AN ORDER

Judgment pronounced the 29 day of October, 2025.

Pursuant to the order of the Honourable Justice A.S. Davis dated the 10<sup>th</sup> day of October, 2025, in which it was ordered that the Plaintiffs, OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNICAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC. carrying on business in partnership as TEAM POWER SOLUTIONS,

recover judgment from the Defendant, WESTERN POTASH CORP., for the sum of **\$314,918.41**, inclusive of costs assessed at \$1,660.00 in accordance with the Tariff of Costs:

The Court orders that the Plaintiff recover from the Defendant the sum of **\$314,918.41** inclusive of costs assessed at \$1,660.00 in accordance with the Tariff of Costs.

ISSUED at the City of Regina, Saskatchewan this 29 day of October, 2025.



  
\_\_\_\_\_  
Local Registrar

*This Judgment in Pursuance of an Order delivered by:*



**ROBERTSON STROMBERG LLP**

Barristers & Solicitors  
Suite 600, 105 – 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

|                           |                       |
|---------------------------|-----------------------|
| Lawyer in Charge of file: | Misty S. Alexandre    |
| Direct Line:              | 306-933-1352          |
| Facsimile:                | (306) 652-2445        |
| E-Mail:                   | m.alexandre@rslaw.com |

**Form 3-9**  
(Rule 3-9)

COURT FILE NUMBER: K.B.G. No. 77 of 2025

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE: ESTEVAN

PLAINTIFF(S): **PERFORMANCE PUMP SERVICE LTD.**

DEFENDANT(S): **WESTERN POTASH CORP., 0907414 B.C. LTD.,  
R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP.,  
COVERCO BUILDINGS LTD., NOBLE CONSTRUCTION CORP., HVAC  
SALES & SERVICE LTD., ARTISAN CONSULTING SERVICES (2023) LTD.,  
TEAM POWER SOLUTIONS, STAMPEDE DRILLING INC., INTEGRITY  
OILFIELD HAULING LTD., RYZER DOOR CONTROL INC., RENOWN  
DOWNHOLE SOLUTIONS INC., CHINOOK SCAFFOLD SYSTEMS LTD.,  
MARCH CONSULTING ASSOCIATES INC.**

Clerk's Stamp

**AMENDED NOTICE TO DEFENDANT**

1. The plaintiff may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The King's Bench Rules* unless, in accordance with paragraph 2, you:
  - (a) serve a Statement of Defence on the plaintiff; and
  - (b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.
2. The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):
  - (a) 20 days if you were served in Saskatchewan;
  - (b) 30 days if you were served elsewhere in Canada or in the United States of America;
  - (c) 40 days if you were served outside Canada and the United States of America.
3. In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to his or her rights.
4. This Statement of Claim is to be served within 6 months from the date on which it is issued.
5. This Statement of Claim is issued at the above-named judicial centre on the 10<sup>th</sup> day of December, 2025.



Legal Seal

**TAYLOR TERNESS**  
**DEPUTY LOCAL REGISTRAR**

Local Registrar



**AMENDED STATEMENT OF CLAIM**

1. The Plaintiff, Performance Pump Service Ltd. ("Performance Pump"), is a body corporate registered pursuant to the laws of Saskatchewan. Performance Pump has an office in Estevan, Saskatchewan, and is engaged in support activities for mining, and oil and gas extraction.
2. The Defendant, Western Potash Corp. ("Western Potash"), is a body corporate registered pursuant to the laws of Saskatchewan. Western Potash has an office in Regina, Saskatchewan, and is engaged in mining and quarrying (except oil and gas).
3. As the registered and beneficial owner of the Property referenced herein, the Defendant, 0907414 B.C. Ltd. has been included as a Defendant pursuant to the requirements of section 88 of the *Builders Lien Act* (Saskatchewan).
4. The Defendants, R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., COVERCO BUILDINGS LTD., NOBLE CONSTRUCTION CORP., HVAC SALES & SERVICE LTD., ARTISAN CONSULTING SERVICES (2023) LTD., TEAM POWER SOLUTIONS, STAMPEDE DRILLING INC., INTEGRITY OILFIELD HAULING LTD., RYZER DOOR CONTROL INC., RENOWN DOWNHOLE SOLUTIONS INC, CHINOOK SCAFFOLD SYSTEMS LTD., and MARCH CONSULTING ASSOCIATES INC. have builders' liens and other interests registered against the Property referenced herein, and as such, have been included as Defendants pursuant to the requirements of section 88 of the *Builders Lien Act* (Saskatchewan).
5. Performance Pump states that in 2023 it entered into an express and/or verbal contract with Western Potash to supply labour, equipment, materials and supplies for Western Potash (the "Contract") at a mining project on property owned by 0907414 B.C. Ltd. located near Regina, Saskatchewan and legally described as Surface Parcel #108056954, NW 20-14-17 W2M, as described on Certificate of Title 86R62081 (the "Property").
6. Performance Pump provided the labour, equipment, materials and supplies as requested by Western Potash and invoiced Western Potash pursuant to the Contract as described in the following:
  - a) Invoice #28979 dated 2023-12-06, in the amount of \$488.40;
  - b) Invoice #28980 dated 2023-12-06, in the amount of \$8,410.06
  - c) Invoice #29010 dated 2023 -12-13, in the amount of \$2,916.44
  - d) Invoice #29135 dated 2024-01-02, in the amount of \$10,584.57
  - e) Invoice #29205 dated 2024-01-09, in the amount of \$367.97

- f) Invoice #29206 dated 2024-01-09, in the amount of \$2,383.27
  - g) Invoice #29269 dated 2024-01-15, in the amount of \$11,214.51
7. On August 7, 2024, Performance Pump registered a Builders' Lien as Document No. 285234 against the Ministry of Energy and Resources Disposition No. KLSA 008 and on August 12, 2024, Performance Pump registered a Builders' Lien as Interest Register #126233456 on title to the Property.
8. Despite complete and satisfactory performance of the Contract and Western Potash acknowledging its indebtedness to Performance Pump both verbally and in writing on numerous occasions in 2025, Western Potash has refused or neglected and continues to refuse or neglect to make payment of the outstanding amount owing on the Contract to Performance Pump.
9. As such, Western Potash remains indebted to the Plaintiff in the total amount of \$36,365.22 plus interest at rates to be proven at trial.
10. THE PLAINTIFF THEREFORE CLAIMS against the Defendant:
- a) Judgment against Western Potash in the amount of \$36,365.22;
  - b) Interest on the said sums in amounts to be proven at trial, or alternatively, pursuant to *The Pre-judgment Interest Act* to the date of payment;
  - c) Costs of this action including cost of preparing and registering the Surface Lien and Mineral Lien
  - d) Such further and other relief as this Honourable Court may allow.

DATED at Estevan, Saskatchewan, this 9<sup>th</sup> day of December, 2025.

---

Chad W. Jesse, Solicitor for the Plaintiff,  
Performance Pump Service Ltd.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

|                                   |                                         |
|-----------------------------------|-----------------------------------------|
| Name of Firm:                     | Bridges & Company LLP                   |
| Name of lawyer in charge of file: | Chad W. Jesse                           |
| Address of legal firm:            | 1329 Third Street, Estevan, SK, S4A 0S1 |
| Telephone number:                 | (306) 634-6334                          |
| Fax number (if any):              | (306) 634-3852                          |
| E-mail address:                   | cjesse@bridgeslaw.ca                    |

**Form 10-3**

(Rule 10-3)

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS

OZCORP CONSULTING INC., KC  
 WEST CONSULTING INC., WINSOL  
 ENERGY INC., BRITE TECHNICAL  
 SOLUTIONS LTD., JAD ELECTRIC  
 INC., TALENT BIN SOLUTIONS INC.,  
 TRESSEL TECHNICAL SERVICES  
 LTD., TEAM POWER SOLUTIONS  
 INC., BRF SOLUTIONS INC.,  
 CMSTECH CONSULTING INC., TJA  
 ELECTRIC LTD., KINETRIC  
 SERVICES INC., JAZ TECHNICAL  
 ADVANTAGE LTD., SYSTEM TEST  
 ELECTRICAL INC., carrying on  
 business in partnership as TEAM  
 POWER SOLUTIONS

DEFENDANTS

WESTERN POTASH CORP., 0907414  
 B.C. LTD., R.M. OF LAJORD #128,  
 WPC (JERSEY) LIMITED, WPC  
 ROYALTY CORP., COVERCO  
 BUILDINGS LTD., NOBLE  
 CONSTRUCTION CORP., HVAC  
 SALES & SERVICES LTD., ARTISAN  
 CONSULTING SERVICES (2023) LTD.,  
 RYZER DOOR CONTROL INC.

DEFENDANTS BY CROSS  
 CLAIM

WESTERN POTASH CORP. and  
 0907414 B.C. LTD.

**ORDER****DUPLICATE ORIGINAL**

Before the Honourable Justice M.J. Morris in chambers the 2<sup>nd</sup> day of March, 2026.

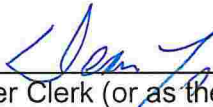
On the application of Murray R. Sawatzky, K.C. lawyer on behalf of the Applicant, Ryzer Door Control Inc. and on hearing read the Affidavit of Albert Dickson, and reading the pleadings and proceedings and having indicated that the Defendants, Western Potash Corp. and 0907414 B.C. Ltd. have been noted in default of defence of the Cross-Claim of Ryzer Door Control Inc.:

The Court orders:

1. The Defendants, Western Potash Corp. and 0907414 B.C. Ltd. having not delivered a defence to the Cross-Claim of Ryzer Door Control Inc., the Court orders that Ryzer Door Control Inc. recover from Western Potash Corp. and 0907414 B.C. Ltd. the sum of \$58,987.71 comprised of the following amounts:
  - a. The sum of \$55,394.55 representing the amount for the work completed by Ryzer Door Control Inc. for Western Potash Corp. on lands owned by 0907414 B.C. Ltd., inclusive of taxes;
  - b. Interest on the above amount in the amount of \$2,083.16 from and after August 30, 2024 in accordance with *The Pre-Judgment Interest Act*;
  - c. Costs in the amount of \$1,510.00.
2. It is further adjudged that the Claim of Lien registered by Ryzer Door Control Inc. against the surface title as interest register No. 126280087, against the surface lease as interest register No. 126280166 and against mineral lease No. KLSA008 as Lien No. 285236, constitute valid liens against the Property and the Mineral Disposition in the amount of \$55,394.55.
3. Without limiting any other right of Ryzer Door Control Inc. to enforce the full judgment amount against Western Potash Corp. and 0907414 B.C. Ltd. it is hereby further ordered that if Western Potash Corp. and/or 0907414 B.C. Ltd. fail to pay the minimum of \$58,987.71 to Ryzer Door Control Inc. in care of its solicitors, McDougall Gauley LLP by way of bank draft or certified cheque within 120 days following the date of service of this Order on Western Potash Corp. and 0907414 B.C. Ltd., Ryzer Door Control Inc. shall be entitled to apply to this Court, on notice to all parties, for the following relief on such terms and conditions as the Court may later direct:
  - a. An Order for the sale of the Property and/or Mineral Disposition subject to the permitted encumbrances, pursuant to section 93(3) of *The Builders' Lien Act*;

- b. The appointment of a trustee/receiver by this Honourable Court over the Property, assets and undertakings of Western Potash Corp. and 0907414 B.C. Ltd. pursuant to section 84 of *The Builders' Lien Act* and section 243 of the *Bankruptcy and Insolvency Act*;
  - c. All necessary orders to address the rights and liabilities of the parties pursuant to section 96(1) of *The Builders' Lien Act* and/or
  - d. Such further and other relief as this Honourable Court may allow.
4. A copy of this Order shall be served upon all parties in the within action upon their solicitors or address for service.

ISSUED at Regina, Saskatchewan, the 9<sup>th</sup> day of March, 2026.

  
 \_\_\_\_\_  
 Chamber Clerk (or as the case may be)  
**D. FRY**  
 DY. LOCAL REGISTRAR

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

  
 Barristers and Solicitors  
 1500-1881 Scarth Street  
 Regina, SK S4P 4K9

Address for service: as above  
 Lawyer in charge of file: Murray R. Sawatzky, K.C.  
 Telephone: (306) 565-5141  
 Telecopier: (306) 359-0785



MURRAY R. SAWATZKY, K.C.  
T: 306-565-5141  
[msawatzky@mcdougallgauley.com](mailto:msawatzky@mcdougallgauley.com)

Caitlin Preston, Legal Assistant  
T: 306-565-5184  
[cpreston@mcdougallgauley.com](mailto:cpreston@mcdougallgauley.com)

Refer to: 574077-1 MRS

March 9, 2026

**Via Registered Mail**

0907414 B.C. Ltd.  
25<sup>th</sup> Floor, 666 Burrard Street  
Vancouver, BC V6C 2X8

**RE: Ozcorp Consulting Inc., et al. v. Western Potash Corp., et al.  
KBG-RG-02123-2024**

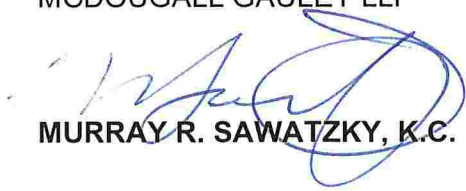
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We are the solicitors for Artisan Consulting Services (2023) Ltd. Please find enclosed:

1. Application Without Notice;
2. Affidavit of Lonnie Lischka;
3. Draft Order.

Yours truly,

MCDUGALL GAULEY LLP



MURRAY R. SAWATZKY, K.C.

MRS/cp  
Enclosures

## Form 6-4

(Rule 6-4)

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS OZCORP CONSULTING INC., KC  
 WEST CONSULTING INC., WINSOL  
 ENERGY INC., BRITE TECHNICAL  
 SOLUTIONS LTD., JAD ELECTRIC  
 INC., TALENT BIN SOLUTIONS INC.,  
 TRESSEL TECHNICAL SERVICES  
 LTD., TEAM POWER SOLUTIONS  
 INC., BRF SOLUTIONS INC.,  
 CMSTECH CONSULTING INC., TJA  
 ELECTRIC LTD., KINETRIC  
 SERVICES INC., JAZ TECHNICAL  
 ADVANTAGE LTD., SYSTEM TEST  
 ELECTRICAL INC., carrying on  
 business in partnership as TEAM  
 POWER SOLUTIONS

DEFENDANTS WESTERN POTASH CORP., 0907414  
 B.C. LTD., R.M. OF LAJORD #128,  
 WPC (JERSEY) LIMITED, WPC  
 ROYALTY CORP., COVERCO  
 BUILDINGS LTD., NOBLE  
 CONSTRUCTION CORP., HVAC  
 SALES & SERVICES LTD., ARTISAN  
 CONSULTING SERVICES (2023) LTD.

DEFENDANTS BY CROSS CLAIM WESTERN POTASH CORP. and  
 0907414 B.C. LTD.

## APPLICATION WITHOUT NOTICE

This application is being made without notice.

## Provision authorizing this application to be made without notice:

1. Rule 3-22 provides that If the Plaintiffs' claim is for debt of liquidated demand only, and the Defendant fails to serve and file a Statement of Defence, the Plaintiffs, upon filing an affidavit in Form 3-22, may enter judgment for a sum not exceeding the amount claimed in the Action, together with lawful interest and costs.



2. Rule 3-26 provides that an Application Without Notice may be made for judgment in any other action upon the default in defence of any Defendant.

**Remedy claimed or sought:**

3. The Defendant (Plaintiff by Cross-Claim), Artisan Consulting Services (2023) Ltd. ("**Artisan**"), seeks judgment against the Defendants, Western Potash Corp. ("**Western Potash**") and 0907414 B.C. Ltd. ("**090**") in the amount of \$154,500.90 plus interest and costs, comprised of the following amounts:

- a. The sum of \$154,500.90 representing the amount owing for the work performed by Artisan for Western Potash and 090 inclusive of taxes;
- b. Plus interest on the above sum in the amount of \$9,709.00 from and after February 23, 2024 in accordance with *The Pre-Judgment Interest Act*;
- c. Plus interest and taxable costs in the sum of \$1,510.00 in accordance with the Tariff of Costs:

|                                                |                     |
|------------------------------------------------|---------------------|
| Fees (Sc.I, B-39, Column 3)                    | \$1,250.00          |
| Issue Defence and Cross-Claim (Sc. II, B-1(a)) | \$150.00            |
| Note for Default (Sc. II, B-5)                 | \$90.00             |
| Issue Default Judgment (Sc. II, B-16)          | \$20.00             |
| <b>Total Costs</b>                             | <b>\$1,510.00</b>   |
| <b>Total Claim</b>                             | <b>\$165,719.90</b> |

(all of which is collectively referred to herein as "**the Judgment Amount**").

4. Artisan further seeks an Order:
- a. Declaring that the Claim of Lien (the "**Surface Lien**") registered by Artisan as Instrument Register No. 126178117 against the surface lands and against the minerals as Interest Register No. 126178061 as well as Disposition No. KLSA008, Lien No. 285232 against the NW-20-14-17 W2 Extension 0 (the "**Mineral Disposition**") constitute valid liens in the amount of \$154,500.90; and
  - b. Without limiting any right of Artisan to enforce the full Judgment Amount as against Western Potash and 090, Artisan further seeks an Order that if Western Potash and/or 090 fails to pay a minimum of \$165,719.90 to Artisan, care of its



solicitor, McDougall Gauley LLP by way of bank draft or certified cheque, within 120 days following the date of service of this Order on Western Potash and 090, Artisan shall be entitled to apply to this Court, on notice to all parties in this Action for the following relief on such terms and conditions as the Court may later direct:

- i. An Order for the sale of the Property and/or the Mineral Disposition, subject to permitted prior encumbrances pursuant to section 96(3) of *The Builders' Lien Act*, S.S. 1985-86-87, c. B-7.1 ("BLA");
- ii. The appointment of a trustee/receiver by this Honourable Court over the property assets and undertakings of the Defendants, Western Potash and 090 pursuant to section 84 of the BLA and/or section 243 of *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- iii. All necessary Orders to adjust the rights and liabilities of the parties pursuant to section 96 of the BLA and/or
- iv. Such further and other relief as this Honourable Court may allow.

**Respecting opposite parties:**

5. Western Potash and 090 elected not to retain legal counsel following service of the Statement of Claim, and as a result were noted in default of defence on December 3, 2025.
6. The remaining parties have been provided with a courtesy copy of the within application by their solicitor of record of the representative listed on their Acknowledgement of Service for the Statement of Defence and Cross-Claim.

**Applicable Acts and Regulations:**

7. Section 22 of the BLA, provides a person who has supplied services or materials in respect of an improvement with a lien on the estate or interest of the owner in the land for as much of the price of the services or materials as remains owing.
8. Section 50 of the BLA further provides for the registration of such a lien against title to the land.
9. Section 51 of the BLA also permits a lien claimant to attach the lien to a disposition of any

minerals held from the Crown.

10. Section 84 of the BLA permits a lien claimant to apply to the Court for the appointment of a trustee:

**Appointment of trustee**

84(1) Any lien claimant, or any other person having an estate or interest in land, may apply to the court for the appointment of a trustee and the court may appoint a trustee with or without terms as to the giving of security.

(2) Subject to the supervision and direction of the court, a trustee appointed under subsection (1) may:

- (a) act as a receiver and manager and, subject to the approval of the court, mortgage, sell or lease the land or any part of the land;
- (b) complete or partially complete the improvement;
- (c) take appropriate steps for the preservation of the land; or
- (d) with the approval of the court, take such other steps as are appropriate in the circumstances.

11. Section 96 of the BLA specifically empowers the Court to direct the sale of property that has been liened:

96(3) The court may order that the estate or interest in land charged with the lien be sold and may give directions for the sale, and may make all necessary orders for the completion of the sale and vesting in the purchaser the estate or interest sold.

12. Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 also permits a secured creditor to apply to the Court for the appointment of a receiver:

243(1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
- (c) take any other action that the court considers advisable.

**Applicable rules:**

13. Both Rule 3-22 and Rule 3-26 provide the Court with the jurisdiction, on an application without notice, to order judgment in any action where there has been a default of defence

by one or more defendants.

14. Regarding pleadings, Rule 13-18 states that all allegations of fact that are not denied are deemed to be admitted.

**Applicable cases relied on:**

15. Artisan has brought a cross-claim against Western Potash and 090 for a debt owing pursuant to a contract for work completed on the Property.
16. The Defendant, 0907414 B.C. Ltd. is the registered owner of the Property and the materials and services were provided to Western Potash.
17. The Defendants, Western Potash and 090 failed to file a Statement of Defence to the Cross-Claim and were noted in default of defence. Accordingly, Western Potash and 090 are now prohibited from raising any defence to this Action on the merits.
18. Section 89(5) of the BLA states that where a party has been noted for default of defence, it shall not be permitted to contest a claim, to file a Statement of Defence, Counterclaim, Cross-Claim or Third Party Claim or take any proceeding under this Act except with leave of the Court. Further, sections 89(5) of the BLA stipulates that a party who has been noted for default of defence shall be deemed to admit all allegations of fact made in the Statement of Claim, Counterclaim, Cross-Claim or Third Party Claim as the case may be.
19. As such, Western Potash and 090 are liable to pay the judgment amount owing to Artisan.
20. Although fully supported in the evidence, given the fact that Artisan's claim is a debt/liquidated demand, there is no need to file evidence on quantum or provide Western Potash or 090 with an opportunity to dispute the quantum being claimed.
21. Further, neither Western Potash or 090 have disputed Artisan's claim to the surface lien, mineral lien or lien at Saskatchewan Ministry of Energy and Resources.
22. Accordingly, Artisan seeks an Order confirming its entitlement to apply for a sale of the Property and/or the appointment of a trustee/receiver of the property, assets and undertakings of Western Potash and 090 in the event that the amount secured by the liens registered by Artisan is not paid within 120 days following service of the Order upon Western Potash and 090.

23. Artisan submits that there is no immediate prejudice to any other parties to this action by granting the requested relief. The requested order preserves Artisan's entitlement to pursue its enforcement rights under *The Builders' Lien Act*. All parties would have an opportunity to respond to any application brought by Artisan in this regard.

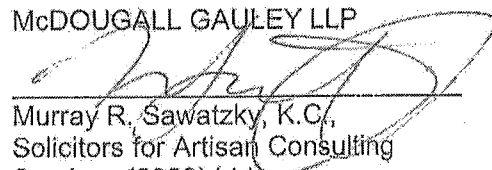
**Material or evidence to be relied on:**

24. This Application without Notice;  
25. Affidavit of Lonnie Lischka;  
26. Draft Order.

DATED at Regina, Saskatchewan this 9 day of March, 2026.

McDOUGALL GAULEY LLP

Per:

  
Murray R. Sawatzky, K.C.,  
Solicitors for Artisan Consulting  
Services (2023) Ltd.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

  
Barristers and Solicitors  
1500-1881 Scarth Street  
Regina, SK S4P 4K9

Address for service: as above  
Lawyer in charge of file: Murray R. Sawatzky, K.C.  
Telephone: (306) 565-5141  
Telecopier: (306) 359-0785

Form 13-31  
(Rule 13-31)

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS

OZCORP CONSULTING INC., KC  
WEST CONSULTING INC., WINSOL  
ENERGY INC., BRITE TECHNICAL  
SOLUTIONS LTD., JAD ELECTRIC  
INC., TALENT BIN SOLUTIONS INC.,  
TRESSEL TECHNICAL SERVICES  
LTD., TEAM POWER SOLUTIONS  
INC., BRF SOLUTIONS INC.,  
CMSTECH CONSULTING INC., TJA  
ELECTRIC LTD., KINETRIC  
SERVICES INC., JAZ TECHNICAL  
ADVANTAGE LTD., SYSTEM TEST  
ELECTRICAL INC., carrying on  
business in partnership as TEAM  
POWER SOLUTIONS

DEFENDANTS

WESTERN POTASH CORP., 0907414  
B.C. LTD., R.M. OF LAJORD #128,  
WPC (JERSEY) LIMITED, WPC  
ROYALTY CORP., COVERCO  
BUILDINGS LTD., NOBLE  
CONSTRUCTION CORP., HVAC  
SALES & SERVICES LTD., ARTISAN  
CONSULTING SERVICES (2023) LTD.

DEFENDANTS BY CROSS  
CLAIM

WESTERN POTASH CORP. and  
0907414 B.C. LTD.

AFFIDAVIT

AFFIDAVIT OF LONNIE LISCHKA

I, Lonnie Lischka, President of Artisan Consulting Services (2023) Ltd. of the Town of Carlyle, in the Province of Saskatchewan, MAKE OATH AND SAY THAT:

1. I am a Director and President of Artisan Consulting Services (2023) Ltd. ("Artisan") and as such I have a personal knowledge of the facts and matters hereinafter deposed to, except where otherwise stated to be on information and belief and where so stated I verily believe the same to be true.
2. The allegations set out in the Cross-Claim of Artisan are true.

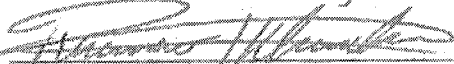
3. The claim for which default judgment is sought is a claim for a debt or liquidated demand as defined in Rule 17-1 of *The King's Bench Rules*.
4. Since the Statement of Claim was issued, there has been no payment on account of the claim in the amount of \$154,500.90.
5. In the Cross-Claim, Artisan claimed interest on the principal amount of the debt or liquidated demand and is entitled to interest thereon, commencing on February 23, 2024 at the rate allowed pursuant to *The Pre-judgment Interest Act* (Saskatchewan).
6. Artisan claims pre-judgment interest in the amount of \$9,709.00, calculated as follows:

| Principal Sum (\$) | Start Date        | End Date          | Number of Days | Rate (%)                                | Interest Amount (\$) |
|--------------------|-------------------|-------------------|----------------|-----------------------------------------|----------------------|
| \$154,500.90       | February 23, 2024 | November 10, 2025 | 626            | See attached calculation as Exhibit "A" | \$9,709.00           |
| Total Claim:       |                   |                   |                |                                         | \$164,209.90         |

7. I therefore make this Affidavit in support of a judgment against Western Potash Corp. and 0907414 B.C. Ltd., as well as an Order permitting Artisan to make application for sale of the Property and/or mineral disposition and appointment of a receiver on such terms and conditions to be determined by this Honourable Court in the event that the judgment remains unsatisfied for a period of 120 days following the date the judgment is served upon all parties.

(P10)  
 Alberta  
 (M)

SWORN BEFORE ME at Calgary,  
 Saskatchewan this 20 day of  
 December, 2025 February, 2026

  
 A Commissioner for Oaths for the  
 Province of Saskatchewan (P10)  
 Alberta

Being a Solicitor  
 Or

My Commission Expires:

Pranav Khemka, Barrister & Solicitor

  
 LONNIE LISCHKA

## CONTACT INFORMATION AND ADDRESS FOR SERVICE:



Barristers and Solicitors  
1500-1881 Scarth Street  
Regina, SK S4P 4K9

Address for service: as above  
Lawyer in charge of file: Murray R. Sawatzky, K.C.  
Telephone: (306) 565-5141  
Telecopier: (306) 359-0785

## prejudgementCalc

Home

Member Services

## Pre-judgment Calculator Form

## Results

Q L E  
New Search Print Detailed  
Report

| Dates                                | Judgment Interest Rate | Interest Earned |
|--------------------------------------|------------------------|-----------------|
| February 23, 2024 to March 31, 2024  | 5.040%                 | \$787.19        |
| April 1, 2024 to June 30, 2024       | 4.990%                 | \$1,916.87      |
| July 1, 2024 to September 30, 2024   | 4.640%                 | \$1,802.00      |
| October 1, 2024 to December 31, 2024 | 3.960%                 | \$1,537.92      |
| January 1, 2025 to March 31, 2025    | 3.160%                 | \$1,203.84      |
| April 1, 2025 to June 30, 2025       | 2.620%                 | \$1,009.21      |
| July 1, 2025 to September 30, 2025   | 2.650%                 | \$1,031.98      |
| October 1, 2025 to November 10, 2025 | 2.420%                 | \$419.99        |

Original Amount: \$154,500.90 Total Interest: \$9,709.00

## Other Calculators:

Conduct Money Calculator

Life Expectancy Calculator

This is Exhibit "A" referred to in the  
affidavit of Louise Litonka  
sworn to herein before me this  
20 day of February 2026

[Signature]  
A COMMISSIONER FOR OATHS for Alberta  
Saskatchewan, being a Solicitor or-  
Commissioner of Oaths

Pranav Khemka, Barrister & Solicitor



## Form 10-3

(Rule 10-3)

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

## PLAINTIFFS

OZCORP CONSULTING INC., KC  
 WEST CONSULTING INC., WINSOL  
 ENERGY INC., BRITE TECHNICAL  
 SOLUTIONS LTD., JAD ELECTRIC  
 INC., TALENT BIN SOLUTIONS INC.,  
 TRESSEL TECHNICAL SERVICES  
 LTD., TEAM POWER SOLUTIONS  
 INC., BRF SOLUTIONS INC.,  
 CMSTECH CONSULTING INC., TJA  
 ELECTRIC LTD., KINETRIC  
 SERVICES INC., JAZ TECHNICAL  
 ADVANTAGE LTD., SYSTEM TEST  
 ELECTRICAL INC., carrying on  
 business in partnership as TEAM  
 POWER SOLUTIONS

## DEFENDANTS

WESTERN POTASH CORP., 0907414  
 B.C. LTD., R.M. OF LAJORD #128,  
 WPC (JERSEY) LIMITED, WPC  
 ROYALTY CORP., COVERCO  
 BUILDINGS LTD., NOBLE  
 CONSTRUCTION CORP., HVAC  
 SALES & SERVICES LTD., ARTISAN  
 CONSULTING SERVICES (2023) LTD.

DEFENDANTS BY CROSS  
CLAIM

WESTERN POTASH CORP. and  
 0907414 B.C. LTD.

## ORDER

Before the Honourable \_\_\_\_\_ in chambers the \_\_\_\_ day of March, 2026.

On the application of Murray R. Sawatzky, K.C. lawyer on behalf of the Applicant, Artisan Consulting Services (2023) Ltd. and on hearing read the Affidavit of Lonnie Lischka, and reading the pleadings and proceedings and having indicated that the Defendants, Western Potash Corp. and 0907414 B.C. Ltd. have been noted in default of defence of the Cross-Claim of Artisan Consulting Services (2023) Ltd.:

The Court orders:

1. The Defendants, Western Potash Corp. and 0907414 B.C. Ltd. having not delivered a defence to the Cross-Claim of Artisan Consulting Services (2023) Ltd., the Court orders that Artisan Consulting Services (2023) Ltd. recover from Western Potash Corp. and 0907414 B.C. Ltd. the sum of \$165,719.90 comprised of the following amounts:
  - a. The sum of \$154,500.90 representing the amount for the work completed by Artisan Consulting Services (2023) Ltd. for Western Potash Corp. on lands owned by 0907414 B.C. Ltd., inclusive of taxes;
  - b. Interest on the above amount in the amount of \$9,709.00 from and after February 23, 2024 in accordance with *The Pre-Judgment Interest Act*;
  - c. Costs in the amount of \$1,510.00.
2. It is further adjudged that the Claim of Lien registered by Artisan Consulting Services (2023) Ltd. as interest register No. 128178117, interest register No. 126178061 and Lien No. 285232, disposition KLSA008 constitute valid liens against the Property and the Mineral Disposition in the amount of \$154,500.90.
3. Without limiting any other right of Artisan Consulting Services (2023) Ltd. to enforce the full judgment amount against Western Potash Corp. and 0907414 B.C. Ltd. it is hereby further ordered that if Western Potash Corp. and/or 0907414 B.C. Ltd. fail to pay the minimum of \$165,719.90 to Artisan Consulting Services (2023) Ltd. in care of its solicitors, McDougall Gauley LLP by way of bank draft or certified cheque within 120 days following the date of service of this Order on Western Potash Corp. and 0907414 B.C. Ltd., Artisan Consulting Services (2023) Ltd. shall be entitled to apply to this Court, on notice to all parties, for the following relief on such terms and conditions as the Court may later direct:
  - a. An Order for the sale of the Property and/or Mineral Disposition subject to the permitted encumbrances, pursuant to section 93(3) of *The Builders' Lien Act*;

- b. The appointment of a trustee/receiver by this Honourable Court over the Property, assets and undertakings of Western Potash Corp. and 0907414 B.C. Ltd. pursuant to section 84 of *The Builders' Lien Act* and section 243 of the *Bankruptcy and Insolvency Act*;
  - c. All necessary orders to address the rights and liabilities of the parties pursuant to section 96(1) of *The Builders' Lien Act* and/or
  - d. Such further and other relief as this Honourable Court may allow.
4. A copy of this Order shall be served upon all parties in the within action upon their solicitors or address for service.

ISSUED at Regina, Saskatchewan, the \_\_\_\_ day of March, 2026.

\_\_\_\_\_  
Chamber Clerk (or as the case may be)

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

( McDUGALL GAULEY LLP  
Barristers and Solicitors  
1500-1881 Scarth Street  
Regina, SK S4P 4K9

Address for service: as above  
Lawyer in charge of file: Murray R. Sawatzky, K.C.  
Telephone: (306) 565-5141  
Telecopier: (306) 359-0785



MURRAY R. SAWATZKY, K.C.  
T: 306-565-5141  
[msawatzky@mcdougallgauley.com](mailto:msawatzky@mcdougallgauley.com)

Caitlin Preston, Legal Assistant  
T: 306-565-5184  
[cpreston@mcdougallgauley.com](mailto:cpreston@mcdougallgauley.com)

Refer to: 574721-1 MRS

March 25, 2026

**Via Registered Mail**

0907414 B.C. Ltd.  
25<sup>th</sup> Floor, 666 Burrard Street  
Vancouver, BC V6C 2X8

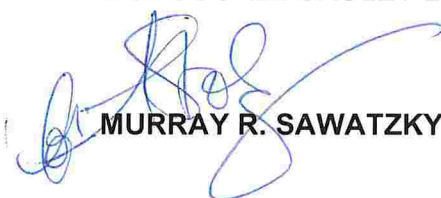
**RE: Ozcorp Consulting Inc., et al. v. Western Potash Corp., et al.  
KBG-RG-02123-2024**

---

We are the solicitors for Ryzer Door Control Inc. Please find enclosed the Order of Justice Morris dated March 2, 2026.

Yours truly,

MCDUGALL GAULEY LLP



MURRAY R. SAWATZKY, K.C.

MRS/cp  
Enclosure

## Form 10-3

(Rule 10-3)

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

## PLAINTIFFS

OZCORP CONSULTING INC., KC  
 WEST CONSULTING INC., WINSOL  
 ENERGY INC., BRITE TECHNICAL  
 SOLUTIONS LTD., JAD ELECTRIC  
 INC., TALENT BIN SOLUTIONS INC.,  
 TRESSEL TECHNICAL SERVICES  
 LTD., TEAM POWER SOLUTIONS  
 INC., BRF SOLUTIONS INC.,  
 CMSTECH CONSULTING INC., TJA  
 ELECTRIC LTD., KINETRIC  
 SERVICES INC., JAZ TECHNICAL  
 ADVANTAGE LTD., SYSTEM TEST  
 ELECTRICAL INC., carrying on  
 business in partnership as TEAM  
 POWER SOLUTIONS

## DEFENDANTS

WESTERN POTASH CORP., 0907414  
 B.C. LTD., R.M. OF LAJORD #128,  
 WPC (JERSEY) LIMITED, WPC  
 ROYALTY CORP., COVERCO  
 BUILDINGS LTD., NOBLE  
 CONSTRUCTION CORP., HVAC  
 SALES & SERVICES LTD., ARTISAN  
 CONSULTING SERVICES (2023) LTD.,  
 RYZER DOOR CONTROL INC.

DEFENDANTS BY CROSS  
CLAIM

WESTERN POTASH CORP. and  
 0907414 B.C. LTD.

## ORDER

DUPLICATE ORIGINAL

Before the Honourable Justice M.J. Morris in chambers the 2<sup>nd</sup> day of March, 2026.

On the application of Murray R. Sawatzky, K.C. lawyer on behalf of the Applicant, Ryzer Door Control Inc. and on hearing read the Affidavit of Albert Dickson, and reading the pleadings and proceedings and having indicated that the Defendants, Western Potash Corp. and 0907414 B.C. Ltd. have been noted in default of defence of the Cross-Claim of Ryzer Door Control Inc.:

The Court orders:

1. The Defendants, Western Potash Corp. and 0907414 B.C. Ltd. having not delivered a defence to the Cross-Claim of Ryzer Door Control Inc., the Court orders that Ryzer Door Control Inc. recover from Western Potash Corp. and 0907414 B.C. Ltd. the sum of \$58,987.71 comprised of the following amounts:
  - a. The sum of \$55,394.55 representing the amount for the work completed by Ryzer Door Control Inc. for Western Potash Corp. on lands owned by 0907414 B.C. Ltd., inclusive of taxes;
  - b. Interest on the above amount in the amount of \$2,083.16 from and after August 30, 2024 in accordance with *The Pre-Judgment Interest Act*;
  - c. Costs in the amount of \$1,510.00.
2. It is further adjudged that the Claim of Lien registered by Ryzer Door Control Inc. against the surface title as interest register No. 126280087, against the surface lease as interest register No. 126280166 and against mineral lease No. KLSA008 as Lien No. 285236, constitute valid liens against the Property and the Mineral Disposition in the amount of \$55,394.55.
3. Without limiting any other right of Ryzer Door Control Inc. to enforce the full judgment amount against Western Potash Corp. and 0907414 B.C. Ltd. it is hereby further ordered that if Western Potash Corp. and/or 0907414 B.C. Ltd. fail to pay the minimum of \$58,987.71 to Ryzer Door Control Inc. in care of its solicitors, McDougall Gauley LLP by way of bank draft or certified cheque within 120 days following the date of service of this Order on Western Potash Corp. and 0907414 B.C. Ltd., Ryzer Door Control Inc. shall be entitled to apply to this Court, on notice to all parties, for the following relief on such terms and conditions as the Court may later direct:
  - a. An Order for the sale of the Property and/or Mineral Disposition subject to the permitted encumbrances, pursuant to section 93(3) of *The Builders' Lien Act*;

- b. The appointment of a trustee/receiver by this Honourable Court over the Property, assets and undertakings of Western Potash Corp. and 0907414 B.C. Ltd. pursuant to section 84 of *The Builders' Lien Act* and section 243 of the *Bankruptcy and Insolvency Act*;
  - c. All necessary orders to address the rights and liabilities of the parties pursuant to section 96(1) of *The Builders' Lien Act* and/or
  - d. Such further and other relief as this Honourable Court may allow.
4. A copy of this Order shall be served upon all parties in the within action upon their solicitors or address for service.

ISSUED at Regina, Saskatchewan, the 9<sup>th</sup> day of March, 2026.

  
 \_\_\_\_\_  
 Chamber Clerk (or as the case may be)  
**D. FRY**  
 DY. LOCAL REGISTRAR

**CONTACT INFORMATION AND ADDRESS FOR SERVICE:**

 **McDOUGALL GAULEY LLP**  
 Barristers and Solicitors  
 1500-1881 Scarth Street  
 Regina, SK S4P 4K9

Address for service: as above  
 Lawyer in charge of file: Murray R. Sawatzky, K.C.  
 Telephone: (306) 565-5141  
 Telecopier: (306) 359-0785

April 23, 2026

VIA EMAIL: [junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)

Western Potash Corp.  
NW 20-14-17 W2nd  
Kronau, SK S0G 2T0

**Tristan N. Culham**  
Direct Line: (306) 347-8423  
E-mail: [tculham@mltaikins.com](mailto:tculham@mltaikins.com)

Dillon Fisher  
Legal Assistant  
Direct Line: (306) 347-8627  
E-mail: [dfisher@mltaikins.com](mailto:dfisher@mltaikins.com)

**Attention: Junjie Liu**

Dear Junjie:

**Re: Western Potash Corp. – Annual Maintenance (SK)**  
**Plaintiffs: Ozcorp Consulting Inc. *et al.***  
**Defendants: Western Potash Corp. *et al.***  
**Court of King's Bench for Saskatchewan; KBG-RG-02123-2024**  
**MLT Aikins File No.: 0037551.00027**

As you know, our firm is pleased to act as the address for service of documents in the Province of Saskatchewan for Western Potash Corp. In that capacity, we have received in our office by hand delivery on April 22, 2026, the enclosed documents as follows:

1. Service Letter, dated April 22, 2026 from Collin K. Hirschfeld, K.C., counsel for the Defendant (Plaintiff by Cross-Claim; Applicant), Coverco Buildings Ltd.;
2. Notice of Application dated April 22, 2026, returnable Thursday, May 7, 2026 at 10:00 a.m.;
3. Affidavit of Tim Nash, sworn March 27, 2026;
4. Draft Order; and
5. Acknowledgement of Service.

**Please note we have not signed the Acknowledgment of Service form which should be completed and returned to Collin K. Hirschfeld, K.C., of McKercher LLP; by either fax: 306-653-2669 or email: [c.hirschfeld@mckercher.ca](mailto:c.hirschfeld@mckercher.ca).**

I would be happy to provide you with additional details regarding our firm's extensive litigation experience. MLT Aikins LLP, the 13<sup>th</sup> largest law firm in Canada, has one of the most experienced litigation and dispute-resolution practices in Saskatchewan, focused on providing down-to-earth, results-oriented advice to efficiently manage and resolve disputes. Members of our team are regularly named among the Leading Litigation Lawyers in Canada by *Lexpert*, and *Benchmark Litigation Canada* has named MLT Aikins the Litigation Law Firm of the Year in Saskatchewan and Manitoba. The *Globe and Mail* identified us as one of Canada's Best Law Firms for 2025, and we consistently rank among *Canadian Lawyer's* Top 10 Prairie Firms.





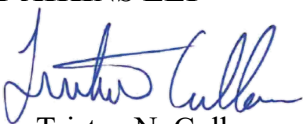
WESTERN CANADA'S LAW FIRM

If we can be of any further assistance in connection with this matter, we would be pleased to receive your instructions subject to clearing potential conflicts in accordance with our normal practice.

In order to ensure confirmation of receipt of these time sensitive documents, we ask that you kindly provide us with your acknowledgement of receipt of this correspondence by e-mail to my assistant Dillon Fisher, at [dfisher@mltaikins.com](mailto:dfisher@mltaikins.com).

Yours truly,

**MLT AIKINS LLP**

Per:   
Tristan N. Culham

TNC:drf  
Enclosures



April 22, 2026

Western Potash Corp.  
c/o 1500 – 1874 Scarth Street  
Regina, SK S4P 4E9

Reply To: **Collin K. Hirschfeld**  
Direct Dial: **306-664-1282**  
Email: **c.hirschfeld@mckercher.ca**

Assistant: **Shannon Sears**  
Direct Dial: **306-664-1355**

**HAND DELIVERED**

Dear Sir/Madam,

**Re: Ozcorp Consulting Services Inc. et al v Western Potash Corp et al  
KBG-RG-02123-2024**

We are solicitors for Coverco Buildings Ltd. Further to the above captioned matter, please find enclosed the following for service on you:

1. Notice of Application, dated April 22, 2026;
2. Affidavit of Tim Nash; and
3. Draft Order

Please complete and return the enclosed Acknowledgment of Service at your earliest convenience.

Thank you.

Yours truly,

**McKercher LLP**

Per:

**Collin K. Hirschfeld**

CKH/sls

Enclosures: As listed  
Acknowledgment of Service

PLEASE REPLY TO:

**MCKERCHER LLP BARRISTERS & SOLICITORS**  
500, 211 19<sup>th</sup> Street East Saskatoon, SK S7K 5R6 Canada  
(306) 653-2000 F(306) 653-2669  
LEGAL OFFICES IN SASKATOON & REGINA

**Our File Reference:**  
**131023.1**

**mckercher.ca**  
MEMBER OF RISK MANAGEMENT COUNSEL OF CANADA  
MEMBER OF LAWYERS ASSOCIATED WORLDWIDE  
MEMBER OF EMPLOYMENT LAW ALLIANCE

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT FILE NUMBER                               | KBG-RG-02123-2024                                                                                                                                                                                                                                                                                                                                                                                                                   |
| COURT OF KING'S BENCH FOR SASKATCHEWAN          |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| JUDICIAL CENTRE                                 | REGINA                                                                                                                                                                                                                                                                                                                                                                                                                              |
| PLAINTIFFS                                      | <b>OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNIAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC., carrying on business in partnership as TEAM POWER SOLUTIONS</b> |
| DEFENDANTS                                      | <b>WESTERN POTASH CORP., 0907414 B.C. LTD., R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., NOBLE CONSTRUCTION CORP., HVAC SALES &amp; SERVICES LTD., ARTISAN CONSULTING SERVICES (2023) LTD.</b>                                                                                                                                                                                                                     |
| DEFENDANT (PLAINTIFF BY CROSS-CLAIM; APPLICANT) | <b>COVERCO BUILDINGS LTD.</b>                                                                                                                                                                                                                                                                                                                                                                                                       |
| DEFENDANTS BY CROSS CLAIM (RESPONDENTS)         | <b>WESTERN POTASH CORP., and 0907414 B.C. LTD.</b>                                                                                                                                                                                                                                                                                                                                                                                  |

### NOTICE OF APPLICATION

#### NOTICE TO RESPONDENTS

This Application is made against you. You are a Respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

|        |                                                                                      |
|--------|--------------------------------------------------------------------------------------|
| Where: | Court of King's Bench for Saskatchewan<br>2425 Victoria Avenue<br>Regina, SK S4P 4W6 |
| Date:  | Thursday, May 7, 2026                                                                |
| Time:  | 10:00 a.m.                                                                           |

*(Read the Notice at the end of this document to see what else you can do and when you must do it.)*

**Remedy claimed or sought:**

1. The Defendant (Plaintiff by Cross-Claim), Coverco Buildings Ltd. (“**Coverco**”), seeks judgment against the Defendants, Western Potash Corp. (“**Western Potash**”), and 0907414 B.C. Ltd. (“**090**”) in the amount of \$104,750.00 plus interest and costs, comprised of the following amounts:

- (a) The sum of \$104,050.70 representing the amount owing for the work performed by Coverco for Western Potash and 090 inclusive of taxes;
- (b) Pre-judgment interest on the sum of \$104,050.70 in the amount of \$6,910.05 to be calculated from March 26, 2024, to March 19, 2026, in accordance with *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2;
- (c) Taxable costs in the sum of \$450.00 in accordance with the Tariff of Costs:

|                                            |                     |
|--------------------------------------------|---------------------|
| Fees (Schedule I, B-39, Column 1)          | \$250.00            |
| Filing a Defence (Schedule II, B-2(a))     | \$150.00            |
| Noting for Default (Schedule II, B-5)      | \$30.00             |
| Issue Default Judgment (Schedule II, B-16) | \$20.00             |
| <b>Total Costs</b>                         | <b>\$450.00</b>     |
| <b>Total Claim</b>                         | <b>\$111,410.75</b> |

**(all which is collectively referred to herein as the “Judgment Amount”)**

2. Coverco further seeks an Order:
- (a) Declaring that the Claim of Lien registered by Coverco as Instrument Register No. 126034433 on or about April 1, 2024, against the surface lands NW of 20-14-17-W2 Ext. 0 (the “**Land**”) constitutes a valid lien in the amount of \$104,050.70 (the “**Land Lien**”); and,
  - (b) Declaring that the Claim of Lien registered by Coverco as Instrument No. 285231 on or about April 1, 2024, against the Subsurface Lease No. KLSA008 with respect to the NW of 20-14-17 W2 Ext 0. (the “**Lease**”) constitutes a valid lien in the amount of \$104,050.70 (the “**Mineral Lien**”).
  - (c) Without limiting the right of Coverco to enforce the full Judgment Amount as against Western Potash and 090, Coverco further seeks an Order that if Western Potash and/or 090 fails to pay the full Judgment Amount to Coverco through its solicitors McKercher LLP by way of bank draft or certified cheque, within 120 days following the date of service of this Order on Western Potash and 090, Coverco shall be entitled to apply to this Court, on notice to all parties in this Action, for the following relief on such terms and conditions as the Court may later direct:
    - (i) An Order for the sale of the Land and/or the Lease, subject to permitted prior encumbrances pursuant to section 96(3) of *The Builders’ Lien Act*, S.S. 1985-86-87, c B-7.1 (the “*BLA*”);
    - (ii) The appointment of a trustee/receiver by this Court over the property assets and undertakings of the Defendants, Western Potash and 090 pursuant to section 84 of the *BLA* and/or section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “*BLA*”);

- (iii) All necessary Orders to adjust the rights and liabilities of the parties pursuant to section 96 of the *BLA*; and,
- (iv) Such further and other relief as this Court may allow.

**Respecting opposite parties:**

3. Western Potash and 090 elected not to retain legal counsel following service of the Statement of Defence and Cross-Claim, and as a result were noted in default of defence on October 9, 2025.

**Applicable Acts and Regulations:**

- 4. *The Builders' Lien Act*, S.S. 1985-86-87, c B-7.1.
- 5. *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2.
- 6. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 7. Section 22 of the *BLA* provides a person who has supplied services or materials in respect of an improvement with a lien on the estate or interest of the owner in the land for as much of the price of the services or materials as remains owing.
- 8. Section 50 of the *BLA* further provides for the registration of such a lien against title to the land.
- 9. Section 51 of the *BLA* also permits a lien claimant to attach the lien to a disposition of any minerals held from the Crown.
- 10. Section 84 of the *BLA* permits a lien claimant to apply to the Court for the appointment of a trustee:

### **Appointment of trustee**

**84(1)** Any lien claimant, or any other person having an estate or interest in land may apply to the court for the appointment of a trustee and the court may appoint a trustee with or without terms as to the giving of security.

**(2)** Subject to the supervision and direction of the court, a trustee appointed under subsection (1) may:

- (a) act as a receiver and manager and, subject to the approval of the court, mortgage, sell or lease the land or any part of the land;
- (b) complete or partially complete the improvement;
- (c) take appropriate steps for the preservation of the land; or
- (d) with the approval of the court, take such other steps as are appropriate in the circumstances.

11. Section 89(4) of the *BLA* states where a party is noted for default of a defence, they are no longer entitled to file a Statement of Defence or take any other proceeding under the *BLA* without leave from the Court. Section 89(5) of the *BLA* states that a party that has been noted for default is deemed to admit all allegations of fact made in the cross-claim.

12. Section 96 of the *BLA* specifically empowers the Court to direct the sale of property that has been liened:

**96(3)** The court may order that the estate or interest in land charged with the lien be sold and may give directions for the sale, and may make all necessary orders for the completion of the sale and vesting in the purchaser the estate or interest sold.

13. Section 243 of the *BIA* also permits a secured creditor to apply to the Court for the appointment of a receiver:

**243(1)** Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) Exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or,
- (c) Take any other action that the court considers advisable.

**Applicable Rules:**

14. Rule 6-3(1) provides that all applications must be by notice of application except where otherwise specifically provided.

15. Rule 3-21(4) provides that after a defendant has been noted for default, the plaintiff may enter judgement or take any other proceedings that the plaintiff may be entitled to take on default of defence.

16. Rule 3-26(1) provides:

**Judgment in other actions**

**3-26(1)** In any other action on default of defence by one or more defendants, the plaintiff may apply without notice to the Court for an order for judgment.

(2) On an application pursuant to subrule (1), the Court may order the judgment to be entered that the Court considers that the plaintiff is entitled to, with or without evidence of the truth of the statement of claim.

(3) Evidence of the truth of the statement of the claim may be given orally, by affidavit or by any other means that the Court may direct.

17. Regarding pleadings, Rule 13-18(1) states that all allegations of fact that are not denied are deemed to be admitted.



**Applicable cases to be relied on/Legal analysis:**

18. Coverco has brought the Cross-Claim against Western Potash and 090 for a debt owing pursuant to a contract for work completed on the Land.

19. The Defendant, 090 is the registered owner of the Land and the materials and services were provided to Western Potash.

20. The Defendants, Western Potash and 090 failed to file a Statement of Defence to the Cross-Claim and were noted in default of defence on October 9, 2025. Accordingly, Western Potash and 090 are now prohibited from raising any defence to this Action on the merits.

21. Section 89(5) of the *BLA* states that where a party has been noted for default of defence, it shall not be permitted to contest a claim, to file a Statement of Defence, Counterclaim, Cross-Claim or Third Party Claim, or take any proceeding under this Act except with the leave of the Court. Further, sections 89(5) of the *BLA* stipulates that a party who has been noted in default of defence shall be deemed to admit all allegations of fact made in the Statement of Claim, Counterclaim, Cross-Claim or Third Party Claim as the case may be.

22. As such, Western Potash and 090 are liable to pay the Judgment Amount owing to Coverco.

23. Although fully supported in the evidence, given the fact Coverco's claim is a debt or liquidated demand, there is no need to file evidence on quantum or provide Western Potash or 090 with an opportunity to dispute the quantum being claimed.

24. Further, neither Western Potash or 090 have disputed Coverco's claim to the Land Lien or the Mineral Lien.

25. Accordingly, Coverco seeks an Order confirming its entitlement to apply for a sale of the Land and/or the appointment of a trustee/receiver of the property, assets and undertakings of Western Potash and 090 in the event that the amount secured by the liens

registered by Coverco is not paid within 120 days following service of the Order upon Western Potash and 090.

26. Coverco submits that there is no immediate prejudice to any other parties to this action by granting the relief requested. The requested Order preserves Coverco's entitlement to pursue its enforcement under the *BLA*. All parties would have a further opportunity to respond to any application brought by Coverco in this regard.

**Material or evidence to be relied on:**

- 27. This Notice of Application;
- 28. Affidavit of Tim Nash;
- 29. Draft Order.

DATED at Saskatoon, Saskatchewan, this 22<sup>nd</sup> day of April, 2026.

**McKERCHER LLP**

Per: 

Solicitors for the Applicant,  
Coverco Buildings Ltd.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

|                                   |                                                                |
|-----------------------------------|----------------------------------------------------------------|
| Name of firm:                     | McKERCHER LLP                                                  |
| Name of lawyer in charge of file: | Collin K. Hirschfeld, K.C.                                     |
| Address of legal firm:            | 500 – 211 19 <sup>th</sup> Street East<br>Saskatoon SK S7K 5R6 |
| Telephone number:                 | (306) 653-2000                                                 |
| Fax number:                       | (306) 653-2669                                                 |
| E-mail address:                   | c.hirschfeld@mckercher.ca                                      |
| File number:                      | 131023.1                                                       |

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS

**OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNIAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC., carrying on business in partnership as TEAM POWER SOLUTIONS**

DEFENDANTS

**WESTERN POTASH CORP., 0907414 B.C. LTD., R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., NOBLE CONTRUCTION CORP., HVAC SALES & SERVICES LTD., ARTISAN CONSULTING SERVICES (2023) LTD.**

DEFENDANT (PLAINTIFF  
BY CROSS-CLAIM;  
APPLICANT)

**COVERCO BUILDINGS LTD.**

DEFENDANTS BY CROSS CLAIM (RESPONDENTS)  
**WESTERN POTASH CORP., and 0907414 B.C. LTD.**

### **AFFIDAVIT**

AFFIDAVIT OF TIM NASH

I, Tim Nash, of the City of Calgary, in the Province of Alberta, President of the Applicant,  
MAKE OATH AND SAY:

1. I am the President of the Applicant, Coverco Buildings Ltd. ("**Coverco**"). Accordingly, I have personal knowledge of the matters deposed to in this Affidavit, except where so stated to be on information and belief, and where so stated, I verily believe the same to be true.
2. The allegations that Coverco set out in the Cross-Claim dated October 7, 2024, are true (the "**Cross-Claim**").

3. The Cross-Claim for which default judgment is sought is a claim for a debt or liquidated demand as defined in Rule 17-1 of *The King's Bench Rules*.
4. Since the Cross-Claim was issued, Western Potash and 090 have failed to pay Coverco any part of the \$104,050.70 owed to Coverco.
5. In the Cross-Claim, Coverco claimed interest on the principal amount of the debt or liquidated demand and is entitled to interest thereon, commencing March 26, 2024 at the rate allowed pursuant to *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2.
6. Coverco claims pre-judgment interest in the amount of **\$6,910.05** calculated as follows:

| Principal Sum (\$) | Start Date     | End Date       | Number of Days | Rate (%)                                | Interest Amount |
|--------------------|----------------|----------------|----------------|-----------------------------------------|-----------------|
| \$104,050.70       | March 26, 2024 | March 19, 2026 | 723            | See attached calculation as Exhibit "A" | \$6,910.05      |
| Total              |                |                |                |                                         | \$110,960.75    |

I therefore make this Affidavit in support of the Application Without Notice for judgment against Western Potash and 090, as well as an Order permitting Coverco to both make an application for the sale of the Land and the Lease (as defined in the Application Without Notice), and appoint a receiver on such terms and conditions to be determined by this Honourable Court in the event that the judgment remains unsatisfied for a period of 120 days following the date the judgment is served upon all parties.

SWORN (OR AFFIRMED) BEFORE ME )  
 at Calgary, Alberta )  
 this 27 day of March, 2026. )

Ashley Jean Brown )  
 A Commissioner for Oaths in and for the )  
 Province of Alberta )

My Commission expires:  
 Or Being a Solicitor

**Ashley Jean Brown**  
 A Commissioner for Oaths  
 in and for the Province of Alberta  
 My Commission Expires February 28, 2028

Tim Nash

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

|                                   |                                                             |
|-----------------------------------|-------------------------------------------------------------|
| Name of firm:                     | McKERCHER LLP                                               |
| Name of lawyer in charge of file: | Collin K. Hirschfeld, K.C.                                  |
| Address of legal firm:            | 500 – 211 19 <sup>th</sup> Street E<br>Saskatoon SK S7K 5R6 |
| Telephone number:                 | 306-653-2000                                                |
| Fax number:                       | 306-653-2669                                                |
| E-mail address:                   | c.hirschfeld@mckercher.ca                                   |
| File number:                      | 131023.1                                                    |



Pre-judgment Calculator Form

Results

New Search Print Detailed Report

| Dates                                | Judgment Interest Rate | Interest Earned            |
|--------------------------------------|------------------------|----------------------------|
| March 26, 2024 to March 31, 2024     | 5.040%                 | \$71.64                    |
| April 1, 2024 to June 30, 2024       | 4.990%                 | \$1,290.94                 |
| July 1, 2024 to September 30, 2024   | 4.640%                 | \$1,213.58                 |
| October 1, 2024 to December 31, 2024 | 3.960%                 | \$1,035.73                 |
| January 1, 2025 to March 31, 2025    | 3.160%                 | \$810.74                   |
| April 1, 2025 to June 30, 2025       | 2.620%                 | \$679.66                   |
| July 1, 2025 to September 30, 2025   | 2.650%                 | \$695.00                   |
| October 1, 2025 to December 31, 2025 | 2.420%                 | \$634.68                   |
| January 1, 2026 to March 19, 2026    | 2.150%                 | \$478.06                   |
| Original Amount: \$104,050.70        |                        | Total Interest: \$6,910.05 |

This is Exhibit A to the Affidavit of Tim Nash sworn before me this 27th day of March, 2026.

*Ashley Brown*

Being a Commissioner for Oaths in and for the Province of Alberta.  
My commission expires:  
Or Being a Solicitor

Ashley Jean Brown  
A Commissioner for Oaths  
in and for the Province of Alberta  
My Commission Expires February 28, 2028

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS **OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNIAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC., carrying on business in partnership as TEAM POWER SOLUTIONS**

DEFENDANTS **WESTERN POTASH CORP., 0907414 B.C. LTD., R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., NOBLE CONSTRUCTION CORP., HVAC SALES & SERVICES LTD., ARTISAN CONSULTING SERVICES (2023) LTD.**

DEFENDANT (PLAINTIFF BY CROSS-CLAIM; APPLICANT) **COVERCO BUILDINGS LTD.**

DEFENDANTS BY CROSS CLAIM (RESPONDENTS) **WESTERN POTASH CORP., and 0907414 B.C. LTD.**

### **DRAFT ORDER**

Before the Honourable \_\_\_\_\_, in Chambers the \_\_\_\_ day of \_\_\_\_\_, 2026.

On the application of Collin K. Hirschfeld, K.C., lawyer on behalf of the Defendant/Applicant, Coverco Buildings Ltd., and on reading the Notice of Application, Affidavit of Tim Nash, and the pleadings and proceedings filed herein and having indicated that the Defendants, Western Potash Corp. and 0907414 B.C. Ltd. have been noted in default of defence of the Cross-Claim of Coverco Buildings Ltd.:

The Court orders that:

1. Coverco Buildings Ltd. shall recover from the Defendants Western Potash Corp., and 0907414 B.C. Ltd., the sum of \$111,410.75 comprised of the following amounts;

- (a) The sum of \$104,050.70 representing the amount for the Work completed by Coverco Buildings Ltd., for Western Potash Corp. on the Lands owned by 0907414 B.C. Ltd., inclusive of taxes;
- (b) Interest on the above sum in the amount of \$6,910.05 from and after March 26, 2024, in accordance with the *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2; and,
- (c) Costs in the amount of \$450.00.

2. The lien claims registered by Coverco Buildings Ltd. as interest register No. 126034433, and interest register No. 285231 constitute valid liens against the Land and the Lease for the amount of \$104,050.70.

3. Without limiting any other right of Coverco Buildings Ltd. to enforce the full judgment amount against Western Potash Corp. and 0907414 B.C. Ltd., if Western Potash Corp. and/or 0907414 B.C. Ltd. fail to pay the minimum of \$111,410.75 to Coverco Buildings Ltd. by way of a bank draft or certified cheque within 120 days following the date of service of this Order on Western Potash Corp. and 0907414 B.C. Ltd., Coverco Buildings Ltd. shall be entitled to apply to this Court, on notice to all parties, for the following relief on such terms and conditions as the Court may later direct:

- (a) An Order for the sale of the Land and/or the Lease, subject to permitted prior encumbrances pursuant to section 96(3) of *The Builders' Lien Act*, S.S. 1985-86-87, c B-7.1;
- (b) The appointment of a trustee/receiver by this Court over the property assets and undertakings of the Defendants, Western Potash Corp. and 0907414 B.C. Ltd. pursuant to section 84 of the *The Builders' Lien Act*, S.S. 1985-86-87, c B-7.1, and/or section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;



- (c) All necessary Orders to adjust the rights and liabilities of the parties pursuant to section 96 of the *The Builders' Lien Act*, S.S. 1985-86-87, c B-7.1; and,
- (d) Such further and other relief as this Court may allow.

4. A copy of this Order shall be served upon all parties in the within action upon their solicitors or address for service.

ISSUED at Saskatoon, Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_, 2026.

---

LOCAL REGISTRAR

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

|                                   |                                                                    |
|-----------------------------------|--------------------------------------------------------------------|
| Name of firm:                     | McKERCHER LLP                                                      |
| Name of lawyer in charge of file: | Collin K. Hirschfeld, K.C.                                         |
| Address of legal firm:            | 500 – 211, 19 <sup>th</sup> Street East,<br>Saskatoon, SK, S7K 5R6 |
| Telephone number:                 | 306-653-2000                                                       |
| Fax number:                       | 306-653-2669                                                       |
| E-mail address:                   | c.hirschfeld@mckercher.ca                                          |
| File number:                      | 131023.1                                                           |

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS **OZCORP CONSULTING INC., KC WEST CONSULTING INC., WINSOL ENERGY INC., BRITE TECHNICAL SOLUTIONS LTD., JAD ELECTRIC INC., TALENT BIN SOLUTIONS INC., TRESSEL TECHNICAL SERVICES LTD., TEAM POWER SOLUTIONS INC., BRF SOLUTIONS INC., CMSTECH CONSULTING INC., TJA ELECTRIC LTD., KINETRIC SERVICES INC., JAZ TECHNICAL ADVANTAGE LTD., SYSTEM TEST ELECTRICAL INC., carrying on business in partnership as TEAM POWER SOLUTIONS**

DEFENDANTS **WESTERN POTASH CORP., 0907414 B.C. LTD., R.M. OF LAJORD #128, WPC (JERSEY) LIMITED, WPC ROYALTY CORP., NOBLE CONSTRUCTION CORP., HVAC SALES & SERVICES LTD., ARTISAN CONSULTING SERVICES (2023) LTD.**

DEFENDANT (PLAINTIFF BY CROSS-CLAIM; APPLICANT) **COVERCO BUILDINGS LTD.**

DEFENDANTS BY CROSS CLAIM (RESPONDENTS) **WESTERN POTASH CORP., and 0907414 B.C. LTD.**

### **ACKNOWLEDGMENT OF SERVICE**

You are asked to fill out and sign this form without delay, and return it to the attention of Collin K. Hirschfeld, K.C. of McKercher LLP by email: c.hirschfeld@mckercher.ca. If you do not return this signed and completed Acknowledgment of Service without delay, you may not receive notice of any further proceedings or any documents may be personally served on you and you will be required to pay the costs of service.

I acknowledge service on me of a copy of the following document(s):

1. Notice of Application, dated April 22, 2026,
2. Affidavit of Tim Nash,
3. Draft Order

I am:

*(select one)*

☐ a party in this action.

- ☐ authorized to accept service on behalf of \_\_\_\_\_ (name of party),  
being a \_\_\_\_\_ (e.g. lawyer, officer of corporation,  
power of attorney).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of service)

My name is:

\_\_\_\_\_  
The address for service of \_\_\_\_\_ (*name of party acknowledging  
service*) is (*address in Canada where Court documents may be mailed or left*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My telephone number is:

\_\_\_\_\_

My fax number is (*optional*):

\_\_\_\_\_

My e-mail address is (*see Notice*):

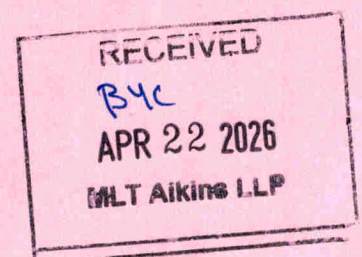
\_\_\_\_\_

#### NOTICE

- (1) You must include an address in Saskatchewan where documents may be mailed to or left for you if you wish to receive notice of subsequent proceedings in this matter.
- (2) It is optional to include your fax number and e-mail address. If you include your fax number or e-mail address, documents may be served on you by fax or electronic transmission.
- (3) The address, fax number or e-mail address that you give on this form will be used to serve you with documents until you serve on the other parties and file with the court written notice of a new address for service.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

|                                   |                                                                |
|-----------------------------------|----------------------------------------------------------------|
| Name of firm:                     | McKERCHER LLP                                                  |
| Name of lawyer in charge of file: | Collin K. Hirschfeld, K.C.                                     |
| Address of legal firm:            | 500, 211, 19 <sup>th</sup> Street East<br>Saskatoon SK S7K 5R6 |
| Telephone number:                 | (306) 653-2000                                                 |
| Fax number:                       | (306) 653-2669                                                 |
| E-mail address:                   | c.hirschfeld@mckercher.ca                                      |
| File number:                      | 131023.1                                                       |



|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT FILE NUMBER                      | KBG-RG-02123-2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| COURT OF KING'S BENCH FOR SASKATCHEWAN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| JUDICIAL CENTRE                        | REGINA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| PLAINTIFF(S)                           | <p>OZCORP CONSULTING INC., KC<br/> WEST CONSULTING INC., WINSOL<br/> ENERGY INC., BRITE TECHNICAL<br/> SOLUTIONS LTD., JAD ELECTRIC<br/> INC., TALENT BIN SOLUTIONS INC.,<br/> TRESSEL TECHNICAL SERVICES<br/> LTD., TEAM POWER SOLUTIONS<br/> INC., BRF SOLUTIONS INC.,<br/> CMSTECH CONSULTING INC., TJA<br/> ELECTRIC LTD., KINECTRIC<br/> SERVICES INC., JAZ TECHNICAL<br/> ADVANTAGE LTD., and SYSTEM TEST<br/> ELECTRICAL INC., carrying on<br/> business in partnership as TEAM<br/> POWER SOLUTIONS</p> |
| DEFENDANT(S)                           | <p>WESTERN POTASH CORP, 0907414<br/> B.C. LTD., RM OF LAJORD #128, WPC<br/> (JERSEY) LIMITED, WPC ROYALTY<br/> CORP., COVERCO BUILDINGS LTD.,<br/> NOBLE CONSTRUCTION CORP.,<br/> HVAC SALES &amp; SERVICE LTD.,<br/> ARTISAN CONSULTING SERVICES<br/> (2023) LTD., STAMPEDE DRILLING<br/> INC., AND RYZER DOOR CONTROL<br/> INC.</p>                                                                                                                                                                           |
| PLAINTIFF BY CROSS-CLAIM               | NOBLE CONSTRUCTION CORP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| DEFENDANTS BY CROSS-CLAIM              | WESTERN POTASH CORP. and 0907414<br>B.C. LTD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## NOTICE OF APPLICATION

### NOTICE TO RESPONDENTS

This Application is made against you. You are a Respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Where: Court of King's Bench for Saskatchewan  
2425 Victoria Avenue  
Regina, SK S4P 4W6

Date: July 28, 2026

Time: 10:00 a.m.

*(Read the Notice at the end of this document to see what else you can do and when you must do it.)*

### Remedy claimed or sought:

1. The Defendant (Plaintiff by Cross-Claim), Noble Construction Corp. ("Noble"), seeks judgment against the Defendants, Western Potash Corp, ("Western Potash") and 0907414 B.C. Ltd. ("090") in the amount of \$241,456.95 plus interest and costs, comprising of the following amounts:
  - a. The sum of \$225,048.92 representing the amount owing for the work performed by Noble for Western Potash and 090 inclusive of taxes;
  - b. Plus interest on the above sum in the amount of \$14,898.03 from and after April 30, 2024 in accordance with *The Pre-Judgment Interest Act*;
  - c. Plus taxable costs in the sum of \$1,510.00 in accordance with the Tariff of Costs

|                                                 |                     |
|-------------------------------------------------|---------------------|
| Fees (Sc. I, B-39, Column 3)                    | \$1,250.00          |
| Issue Defence and Cross Claim (Sc. II, B-1 (a)) | \$150.00            |
| Note for Default (Sc. II, B-5)                  | \$90.00             |
| Issue Default Judgment (Sc. II, B-16)           | \$20.00             |
| <b>TOTAL COSTS</b>                              | <b>\$1,510.00</b>   |
| <b>TOTAL CLAIM</b>                              | <b>\$241,456.95</b> |

(all of which is collectively referred to herein as "the Judgment Amount").



2. Noble further seeks an Order:

- a. Declaring that the Claim of Lien (the “Surface Lien”) registered by Noble as Instrument Register No. 126108828 against the surface lands constitute a valid lien in the amount of \$\$225,048.92; and
- b. Without limiting any right of Noble to enforce the full Judgment amount as against Western Potash and 090, Noble further seeks an Order that if Western Potash and/or 090 fails to pay a minimum of \$241,456.95 to Noble, care of its solicitor, Shawn Patenaude Legal Prof. Corp., by way of bank draft or certified cheque, within 120 days following the date of service of this Order on Western Potash and 090, Noble shall be entitled to apply to this Court, on notice to all parties in this Action, for the following relief on such terms and conditions as the Court may later direct:
  - i. An Order for the sale of the Property and/or the Mineral Disposition, subject to permitted prior encumbrances pursuant to section 96(3) of *The Builders’ Lien Act*, S.S. 1985-86-87, c. B-7.1 (“BLA”);
  - ii. The appointment of a trustee/receiver by this Honourable Court over the property assets and undertakings of the Defendants, Western Potash and 090 pursuant to section 84 of the BLA and/or section 243 of *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
  - iii. All necessary Orders to adjust the rights and liabilities of the parties pursuant to section 96 of the BLA; and/or
  - iv. Such further and other relief as this Honourable Court may allow.

**Respecting opposite parties:**

3. Western Potash and 090 elected not to retain legal counsel following service of the Statement of Claim, and as a result were noted in default of defence on May 29, 2026.

**Applicable Acts and Regulations:**

4. *The Builders’ Lien Act*, S.S. 1985-86-87, c B-7.1.
5. *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2.
6. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.



7. Section 22 of the BLA, provides a person who has supplied services or materials in respect of an improvement with a lien on the estate or interest of the owner in the land for as much of the price of the services or materials as remains owing.
8. Section 50 of the BLA provides for the registration of such a lien against title to the land.
9. Section 51 of the BLA permits a lien on a disposition of any minerals held from the Crown.
10. Section 84 of the BLA permits a lien claimant to apply to the Court for the appointment of a trustee:

#### **Appointment of trustee**

84(1) Any lien claimant, or any other person having an estate or interest in land may apply to the court for the appointment of a trustee and the court may appoint a trustee with or without terms as to the giving of security.

(2) Subject to the supervision and direction of the court, a trustee appointed under subsection (1) may:

- a) act as a receiver and manager and, subject to the approval of the court, mortgage, sell or lease the land or any part of the land;
  - b) complete or partially complete the improvement;
  - c) take appropriate steps for the preservation of the land; or
  - d) with the approval of the court, take such other steps as are appropriate in the circumstances.
11. Section 89(4) of the BLA states where a party is noted for default of a defence, they are no longer entitled to file a Statement of Defence or take any other proceeding under the BLA without leave from the Court. Section 89(5) of the BLA states that a party that has been noted for default is deemed to admit all allegations of fact made in the cross-claim.
  12. Section 96 of the BLA specifically empowers the Court to direct the sale of property that has been liened:
 

93(3) The Court may order that the estate or interest in land charged with the lien be sold and may give directions for the sale and may make all necessary orders for the completion of the sale and vesting in the purchase the estate or interest sold.

13. Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 also permits a secured creditor to apply to the Court for the appointment of a receiver:

243(1) Subject to subsection (1.1), on application by secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- a) Take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- b) Exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
- c) Take any other action that the court considers advisable.

#### **Applicable rules:**

14. Rule 6-3(1) provides that all applications must be by notice of application except where otherwise specifically provided.
15. Rule 3-21(4) provides that after a defendant has been noted for default, the plaintiff may enter judgment or take any other proceedings that the plaintiff may be entitled to take on default of defence.
16. Rule 3-26(1) provides:

#### **Judgment in other actions**

**3-26(1)** In any other action on default of defence by one or more defendants, the plaintiff may apply without notice to the Court for an order for judgment.

(2) On an application pursuant to subrule (1), the Court may order the judgment to be entered that the Court considers that the plaintiff is entitled to, with or without evidence of the truth of the statement of claim.

(3) Evidence of the truth of statement of the claim may be given orally, by affidavit or by any other means that the Court may direct.

17. Regarding pleadings, Rule 13-18 states that all allegations of fact that are not denied are

deemed to be admitted.

**Applicable cases relied on:**

18. Noble has brought a cross-claim against Western Potash and 090 for a debt owing pursuant to a contract for work completed on the Property.
19. The Defendant, 0907414 B.C. Ltd. is the registered owner of the Property and the materials and services were provided to Western Potash.
20. The Defendants, Western Potash and 090 failed to file a Statement of Defence to the Cross-Claim and were noted in default of defence. Accordingly, Western Potash and 090 are now prohibited from raising any defence to this Action on the merits.
21. Section 89(5) of the BLA stated that where a party has been noted for default of defence, it shall not be permitted to contest a claim, to file a Statement of Defence, Counterclaim, Cross-Claim, or Third Party Claim or take any proceeding under this Act except with leave of the Court. Further section 89(5) of the BLA also stipulates that a party who has been noted for default of defence shall be deemed to admit all allegations of fact made in the Statement of Claim, Counterclaim, Cross-Claim or Third Party Claim as the case may be.
22. As such, Western Potash and 090 are liable to pay the judgment amount owed to Noble.
23. Although fully supported in the evidence, given the fact that Noble's claim is a debt/liquidated demand, there is no need to file evidence on quantum or provide Western Potash or 090 with an opportunity to dispute the quantum being claimed.
24. Further, neither Western Potash or 090 have disputed Noble's claim to the surface lien, mineral lien or lien at Saskatchewan Ministry of Energy and Resources.
25. Accordingly, Noble seeks an Order confirming its entitlement to apply for a sale of the Property and/or the appointment of a trustee/receiver of the property, assets and undertakings of Western Potash and 090 in the event that the amount secured by the liens registered by Noble is not paid within 120 days following service of the Order upon Western Potash and 090.
26. Noble submits that there is no immediate prejudice to any other parties to this action by granting the requested relief. The requested order preserves Noble's entitlement to pursue its enforcement rights under *The Builders' Lien Act*. All parties would have an opportunity to respond to any application brought by Noble in this regard.

Material or evidence to be relied on:

27. This Notice of Application;

28. Affidavit of Michael Orosz;

29. Draft Order.

DATED at Yorkton, Saskatchewan this 3rd day of July, 2026.

SHAWN PATENAUDE LEAL PROF. CORP.

Per:  \_\_\_\_\_

Shawn Patenaude, Solicitor for Noble  
Construction Corp.

#### CONTACT INFORMATION AND ADDRESS FOR SERVICE

**If prepared by a lawyer for the party:**

|                                   |                                          |
|-----------------------------------|------------------------------------------|
| Name of firm:                     | Shawn Patenaude Legal Prof. Corp.        |
| Name of lawyer in charge of file: | Shawn Patenaude                          |
| Address of legal firm:            | 9-259 Hamilton Road, Yorkton, SK S3N 4C6 |
| Telephone number:                 | 306-782-4901                             |
| Fax number ( <i>if any</i> ):     | 306-782-4905                             |
| E-mail address ( <i>if any</i> ): | shawn@shawnpatenaudelaw.com              |



**Form 13-31**

(Rule 13-31)

COURT FILE NUMBER KBG-RG-02123-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFF(S) OZCORP CONSULTING INC., KC  
 WEST CONSULTING INC., WINSOL  
 ENERGY INC., BRITE TECHNICAL  
 SOLUTIONS LTD., JAD ELECTRIC  
 INC., TALENT BIN SOLUTIONS INC.,  
 TRESSEL TECHNICAL SERVICES  
 LTD., TEAM POWER SOLUTIONS  
 INC., BRF SOLUTIONS INC.,  
 CMSTECH CONSULTING INC., TJA  
 ELECTRIC LTD., KINECTRIC  
 SERVICES INC., JAZ TECHNICAL  
 ADVANTAGE LTD., and SYSTEM TEST  
 ELECTRICAL INC., carrying on  
 business in partnership as TEAM  
 POWER SOLUTIONS

DEFENDANT(S) WESTERN POTASH CORP, 0907414  
 B.C. LTD., RM OF LAJORD #128, WPC  
 (JERSEY) LIMITED, WPC ROYALTY  
 CORP., COVERCO BUILDINGS LTD.,  
 NOBLE CONSTRUCTION CORP.,  
 HVAC SALES & SERVICE LTD.,  
 ARTISAN CONSULTING SERVICES  
 (2023) LTD., STAMPEDE DRILLING  
 INC., AND RYZER DOOR CONTROL  
 INC.

PLAINTIFF BY CROSS-CLAIM NOBLE CONSTRUCTION CORP.

DEFENDANTS BY CROSS-CLAIM WESTERN POTASH CORP. and 0907414  
 B.C. LTD.

## AFFIDAVIT

## AFFIDAVIT OF MICHAEL OROSZ

I, Michael Orosz, Chief Financial Officer of Noble Construction Corp. of the City of Regina, in the Province of Saskatchewan, MAKE OATH AND SAY THAT:

1. I am a Director and Chief Financial Officer of Noble Construction Corp. ("Noble") and as such I have a personal knowledge of the fact and matters hereinafter deposed to, except where otherwise stated to be on information and belief and where so stated I verily believe the same to be true.
2. The allegations set out in the Cross-Claim of Noble are true.
3. The claim for which default judgment is sought is a claim for a debt or liquidated demand as defined in Rule 17-1 of *The King's Bench Rules*.
4. Since the Statement of Claim was issued, there have been no payment on account of the claim in the amount of \$225,048.92.
5. In the Cross-Claim, Noble claimed interest on the principal amount of the debt or liquidated demand and is entitled to interest thereon, commencing on April 30, 2024 at the rate allowed pursuant to *The Pre-Judgment Interest Act* (Saskatchewan).
6. Noble claims pre-judgment interest in the amount of \$14,898.03 calculated as follows:

| Principal Sum (\$)  | Start Date | End Date   | Number of Days | Rate (%)                                | Interest Amount (\$) |
|---------------------|------------|------------|----------------|-----------------------------------------|----------------------|
| 225,048.92          | 04/30/2024 | 05/31/2026 | 761            | See attached calculation as Exhibit "A" | \$14,898.03          |
| <b>Total Claim:</b> |            |            |                |                                         | <b>\$14,898.03</b>   |

I therefore make this Affidavit in support of a judgment against Western Potash Corp. and 0907414 B.C. Ltd., as well as an Order permitting Noble to make application for sale of the Property and/or mineral disposition and appointment of a receiver on such terms and conditions to be determined by this Honourable Court in the event that the judgment remains unsatisfied for a period of 120 days following the date the judgment is served upon all parties.

SWORN (OR AFFIRMED) BEFORE ME

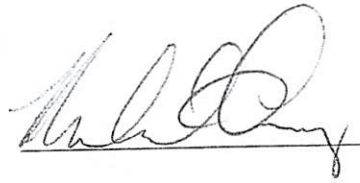
At Yorkton, Saskatchewan,

This 27<sup>th</sup> day of May, 2026.

A blue ink signature, appearing to be 'Lm', written over a horizontal line.

Commissioner for Oaths for  
Saskatchewan  
Being a Solicitor

*Via Electronic Means*

A black ink signature, appearing to be 'M. A. Dwyer', written over a horizontal line.

# prejudgementCalc

[Home](#)
[Member Services](#)

## Pre-judgment Calculator Form

### Detailed Results


[New Search](#) [Print](#)

Judgment Amount: \$225,048.92

Date of Loss or Damage: 4/30/2024

Date of Judgment: 5/31/2026

Total Interest: \$14,898.03

No of Days: 761

Average Rate: 3.211%

Average Per Diem \$19.58

| From       | To         | No Days    | Rate(%) | Accrued Interest   | Total Interest | Per Diem |
|------------|------------|------------|---------|--------------------|----------------|----------|
| 04/30/2024 | 06/30/2024 | 61         | 4.990%  | \$1,871.66         | \$1,871.66     | \$30.68  |
| 07/01/2024 | 09/30/2024 | 92         | 4.640%  | \$2,624.83         | \$4,496.49     | \$28.53  |
| 10/01/2024 | 12/31/2024 | 92         | 3.960%  | \$2,240.16         | \$6,736.65     | \$24.35  |
| 01/01/2025 | 03/31/2025 | 90         | 3.160%  | \$1,753.53         | \$8,490.18     | \$19.48  |
| 04/01/2025 | 06/30/2025 | 91         | 2.620%  | \$1,470.03         | \$9,960.21     | \$16.15  |
| 07/01/2025 | 09/30/2025 | 92         | 2.650%  | \$1,503.20         | \$11,463.42    | \$16.34  |
| 10/01/2025 | 12/31/2025 | 92         | 2.420%  | \$1,372.74         | \$12,836.15    | \$14.92  |
| 01/01/2026 | 03/31/2026 | 90         | 2.150%  | \$1,193.07         | \$14,029.22    | \$13.26  |
| 04/01/2026 | 05/31/2026 | 61         | 2.310%  | \$868.81           | \$14,898.03    | \$14.24  |
|            |            | <b>761</b> |         | <b>\$14,898.03</b> |                |          |

### Other Calculators:



THIS IS EXHIBIT "A" REFERRED TO IN THE  
 AFFIDAVIT OF MICHAEL OROSZ  
 SWORN/AFFIRMED BEFORE ME ON THIS 27th  
 DAY OF MAY, 2026. AD  
 \_\_\_\_\_  
 A Commissioner for Oaths in and for the  
 Province of Saskatchewan  
 My Commission Expires: \_\_\_\_\_  
 O'Being a Solicitor

# Form PD1 – Declaration of Lawyer Who has Witnessed Documents via Electronic Means

(Enacted March 25, 2020)  
 (Amended August 7, 2020)  
 (Amended effective July 1, 2022)  
 (Amended effective February 16, 2023)

## FORM PD1

### DECLARATION OF LAWYER WHO HAS WITNESSED DOCUMENTS VIA ELECTRONIC MEANS

I Shawn Patenaude, of the City of Yorkton, in the Province of Saskatchewan, a Lawyer, did on May 27, 2026 witness Michael Orosz sign the following documents via electronic means:

1. Affidavit
- 2.
- 3.

Pursuant to Law Society of Saskatchewan Practice Directive 1, issued March 25, 2020, as amended, I have turned my mind to the risks associated with the witnessing of documents via electronic means. I have assessed the following risks, and have answered "yes" or "no" to indicate where I have identified concerns:

1. Have I identified any indicia that the transaction might be fraudulent? No
2. Did I identify concerns, including the physical presence of a third party in the company of my client while they were signing the documents, suggesting that there is a risk that the client may be subject to undue influence or duress? No
3. Did I identify concerns about my client's understanding about the documents they are executing? No
4. Did I identify concerns about my client not having an adequate opportunity to ask questions about the document being signed? No

Where I have indicated "yes" to the statements above, I managed the risks by the following means:

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Attached hereto is a screen capture of the signator(s) of the documents listed above with their photo identification that was presented to me via electronic means during the session where the above noted documents were executed.

I DO SOLEMNLY DECLARE that the statements contained in this form are complete and true in every respect. AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

June 3, 2026

Date

  
 Signature of Lawyer

zoom Workplace

View

Shawn Patenaude Law

Michael Orosz

Saskatchewan driver's licence

32078196  
LAPROSE  
Michael R  
1421 Winton Way  
Regina SK S4X 0G8

Date of Birth: 1987 APR 24 Sex: M Eyes: BLUE Height: 188 cm Weight: 80 kg

Date of Issue: 2025 MAY 05 Valid: YES

Date of Expiry: 2030 APR 30 None

Audio Video Participants Chat React Share Host tools AI Companion Meeting info More End



**Form 10-3**

(Rule 10-3)

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT FILE NUMBER                      | KBG-RG-02123-2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| COURT OF KING'S BENCH FOR SASKATCHEWAN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| JUDICIAL CENTRE                        | REGINA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| PLAINTIFF(S)                           | <p>OZCORP CONSULTING INC., KC<br/> WEST CONSULTING INC., WINSOL<br/> ENERGY INC., BRITE TECHNICAL<br/> SOLUTIONS LTD., JAD ELECTRIC<br/> INC., TALENT BIN SOLUTIONS INC.,<br/> TRESSEL TECHNICAL SERVICES<br/> LTD., TEAM POWER SOLUTIONS<br/> INC., BRF SOLUTIONS INC.,<br/> CMSTECH CONSULTING INC., TJA<br/> ELECTRIC LTD., KINECTRIC<br/> SERVICES INC., JAZ TECHNICAL<br/> ADVANTAGE LTD., and SYSTEM TEST<br/> ELECTRICAL INC., carrying on<br/> business in partnership as TEAM<br/> POWER SOLUTIONS</p> |
| DEFENDANT(S)                           | <p>WESTERN POTASH CORP, 0907414<br/> B.C. LTD., RM OF LAJORD #128, WPC<br/> (JERSEY) LIMITED, WPC ROYALTY<br/> CORP., COVERCO BUILDINGS LTD.,<br/> NOBLE CONSTRUCTION CORP.,<br/> HVAC SALES &amp; SERVICE LTD.,<br/> ARTISAN CONSULTING SERVICES<br/> (2023) LTD., STAMPEDE DRILLING<br/> INC., AND RYZER DOOR CONTROL<br/> INC.</p>                                                                                                                                                                           |
| PLAINTIFF BY CROSS-CLAIM               | NOBLE CONSTRUCTION CORP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| DEFENDANTS BY CROSS-CLAIM              | WESTERN POTASH CORP. and 0907414<br>B.C. LTD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## ORDER

Before the Honourable \_\_\_\_\_, in chambers the \_\_\_\_ day of \_\_\_\_\_, 2026.

On the application of Shawn Patenaude, lawyer on behalf of the Defendant/Applicant, Noble Construction Corp. and on reading the Notice of Application, the Affidavit of Michael Orosz, and the pleadings and proceedings filed herein and having indicated that the Defendants, Western Potash Corp. and 0907414 B.C. Ltd. have been noted in default of defence of the Cross-Claim of Noble Construction Corp.:

The Court orders:

1. The Defendants, Western Potash Corp. and 0907414 B.C. Ltd. having not delivered a defence to the Cross-Claim of Noble Construction Corp., the Court orders that Noble Construction Corp. recover from Western Potash Corp. and 0907414 B.C. Ltd. the sum of \$241,456.95 comprised of the following amounts:
  - a. The sum of \$225,048.92 representing the amount for the work completed by Noble Construction Corp. for Western Potash Corp. on lands owned by 0907414 B.C. Ltd., inclusive of taxes;
  - b. Interest on the above amount in the amount of \$14,898.03 from and after April 30, 2024 in accordance with *The Pre-Judgment Interest Act*;
  - c. Costs in the amount of \$1,510.00.
2. It is further adjudged that the Claim of Lien registered by Noble Construction Corp. as Interest Register No. 126108828 constitutes a valid lien against the Property in the amount of \$225,048.92;
3. Without limiting any other right of Noble Construction Corp. to enforce the full judgment amount against Western Potash Corp. and 0907414 B.C. Ltd. it is hereby further ordered that if Western Potash Corp. and/or 0907414 B.C. Ltd. fail to pay the minimum of \$241,456.95 to Noble Construction Corp. in care of its solicitors, Shawn Patenaude Legal Prof. Corp. by way of bank draft or certified cheque within 120 days following the date of service of this Order on Western Potash Corp. and 0907414 B.C. Ltd., Noble Construction Corp. shall be entitled to apply to this Court, on notice to all parties, for the following relief on such terms and conditions as the Court may later direct:
  - a. An Order for the sale of the Property and/or Mineral Disposition subject to the permitted encumbrances, pursuant to section 93(3) of *The Builders' Lien Act*;
  - b. The appointment of a trustee/receiver by this Honourable Court over the Property, assets and undertakings of Western Potash Corp. and 0907414 B.C. Ltd. pursuant to section 84 of *The Builders' Lien Act* and section 243 of the *Bankruptcy and Insolvency Act*;
  - c. All necessary orders to address the rights and liabilities of the parties pursuant to section 96(1) of *The Builders' Lien Act* and/or

- d. Such further and other relief as this Honourable Court may allow.
4. A copy of this Order shall be served upon all parties in the within action upon their solicitors or address for service.

ISSUED at Regina, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

Court Seal

\_\_\_\_\_  
Local Registrar

#### NOTICE

Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

This is **Exhibit “ F ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**From:** [Jack Xue](#)  
**To:** [John Zabbal](#)  
**Cc:** [Karen Phung](#); [Lee Watson](#); [Sebastien Brisson](#); [tdatta@millerthomson.com](mailto:tdatta@millerthomson.com); [Bill Xue](#); [Junjie Liu](#); [Jerry Zhang](#); [George Gao](#)  
**Subject:** Re: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

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Thank you for the note John and Bird's team - we respect your decision, however in the meantime we will nonetheless make all efforts to expedite our financing process to complete the transaction and repay our obligations to Bird prior to the final enforcement.

Best regards,  
 Jack

---

**From:** John Zabbal <John.Zabbal@bird.ca>  
**Sent:** Friday, 22 May 2026 23:39:46  
**To:** Jack Xue <jack@westernresources.com>  
**Cc:** Karen Phung <Karen.Phung@bird.ca>; Lee Watson <Lee.Watson@bird.ca>; Sebastien Brisson <Sebastien.Brisson@bird.ca>; tdatta@millerthomson.com <tdatta@millerthomson.com>; Bill Xue <bill@westernresources.com>; Junjie Liu <junjie.liu@westernpotash.com>; Jerry Zhang <jerry@westernresources.com>; George Gao <george@westernresources.com>  
**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Some people who received this message don't often get email from john.zabbal@bird.ca. [Learn why this is important](#)

**CAUTION:** This email originated from outside the organization.

Hello Jack,

Please be advised that if we do not receive payment by May 31, 2026 pursuant to Ms. Phung's below email dated January 5, 2026, we will proceed to note Western Potash in default of defence and obtain default judgment without any further notice to Western Potash.

Best regards,

**John Zabbal**  
**Legal Counsel, Claims**  
[john.zabbal@bird.ca](mailto:john.zabbal@bird.ca)  
 Cell: 437.575.3448



5700 Explorer Drive, Suite 400  
Mississauga, ON L4W 0C6



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Please consider the environment before printing this email.

---

**From:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>

**Sent:** Sunday, May 17, 2026 3:28 AM

**To:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>

**Subject:** Re: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

**CAUTION:** Email from **external source**.

Hello Karen,

I hope you have been doing well.

Since our last correspondence, we hope that you received our general vendor update circulated at the end of March outlining our current financing progress. We also recognize that the deadline under our prior agreement with Bird, currently extended through May 31, is now approaching.

First and foremost, we sincerely appreciate Bird's prior understanding and support in granting the current extension. Unfortunately, due to the circumstances further explained below, we do not believe we will be in a position to fulfill the agreed-upon May 31 deadline.

As noted in our vendor update and also communicated privately to your team through our internal communications, our original expectation was that a legally binding term sheet could be executed relatively quickly following completion of the strategic party's due diligence and internal review process. However, recent international developments

have materially impacted the pace of large-scale cross-border investments.

As you know, investments into Canada involving strategic resource projects require approvals from Canadian federal authorities. Similarly, outbound investments from China into overseas projects also require approvals from the Ministry of Commerce of the People's Republic of China ("MOFCOM") and the National Development and Reform Commission ("NDRC").

Based on discussions with the Chairman of our strategic investor, the current regulatory environment in China has resulted in a more cautious approach toward large overseas investments generally. By way of example, the Chairman advised us that one of their proposed lithium investments in Argentina was recently paused pending further clarity and direction from the NDRC regarding outbound investment policy. As a result, their current preference is to wait until there is greater clarity surrounding the overall government approach toward international investments before formally advancing the WPC transaction through the MOFCOM and NDRC approval process.

While this has unfortunately affected the anticipated timing of the transaction, we have been repeatedly advised that their underlying strategic interest in the Milestone Project and their original rationale for pursuing the transaction remain unchanged.

At the same time, we remain encouraged by several recent positive developments in international dialogue and trade relations. In particular, President Trump's recent visit to China, the upcoming Canada Investment Summit in Toronto this September — which our strategic investors are expected to attend — as well as the APEC meetings in Shenzhen later this year, are all viewed positively in terms of promoting international trade, cross-border investment, and broader commercial cooperation. We remain hopeful that these developments will ultimately have a constructive impact on advancing our transaction.

As a long-term partner of Western Potash since 2019, we fully understand Bird's position and sincerely appreciate the professionalism, patience, and support your team has shown throughout this process. At the same time, we fully recognize our inability fulfill the prior agreement and are unable to give a concrete timeline as to when this transaction will be closed, as such, fully respect whatever decisions Bird may ultimately determine are appropriate under the circumstances.

Please do be assured that, from our side, we continue to make every possible effort to advance the transaction toward completion as efficiently as possible.

Thank you again very much for your understanding, consideration, continued support, and historical support throughout this process. It is truly appreciated.

Best regards,  
Jack Xue

---

**From:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>  
**Sent:** Tuesday, January 6, 2026 5:37:11 AM  
**To:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>  
**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>  
**Subject:** Re: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Confirmed. We truly appreciate Bird's position and understanding during our rocky times, thank you.

Best regards,  
Jack

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---

**From:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>  
**Sent:** Monday, January 5, 2026 11:06:11 AM  
**To:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>  
**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>  
**Subject:** Re: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Some people who received this message don't often get email from [karen.phung@bird.ca](mailto:karen.phung@bird.ca). [Learn why this is important](#)

**CAUTION:** This email originated from outside the organization.

Hello Jack,

Happy new year. Thank you for your message and the update.

Bird is prepared to grant Western Potash the requested extension to **May 31, 2026** based on the information provided in your correspondence.

To confirm, the parties have agreed as follows:

Bird is prepared to temporarily forbear from prosecuting its action in Court File No. KBG-RB-01516-2025 (the "**Action**") and extend the payment deadline until **May 31, 2026 at 5:00 p.m. EST**. If payment of the full debt is not made, or if a statement of defence to the Action is not delivered, by that deadline, Bird reserves its right to move immediately to note Western Potash in default of defence and to apply for judgment without further notice to Western Potash.

As a condition of this forbearance and extension of time, Western Potash acknowledges and confirms that it owes Bird (in CAD dollars):

1. **Principal Amount:** \$439,897.51
2. **Taxes on the Principal Amount:** \$48,388.73 (being \$21,994.88 GST and \$26,393.85 SKPST)
3. **Interest on the Principal Amount** at a rate of 12% per annum from December 11, 2023 until the date payment is made in full, and
4. **Costs** of \$5,000.00 CAD

Please confirm the foregoing at your next opportunity.

Thank you.

Regards,

Karen Phung

---

**From:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>

**Sent:** Tuesday, December 23, 2025 5:31 PM

**To:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Datta, Titli

<[tdatta@millერთhomson.com](mailto:tdatta@millერთhomson.com)>

**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

**CAUTION:** Email from **external source**.

Hello Sebastien, Karen, Lee,

I hope you are all enjoying a wonderful Christmas season and are looking forward to the New Year spent with friends and family.

I am writing to provide Bird with an update on our financing efforts ahead of the holidays.

Since our last update, the visiting delegation has been fully confirmed and will consist of a total of 24 participants. Of these, seven will be part of the commercial delegation, led by Mr. Hou Zhaofer, Chairman of Qinghai Salt Lake Industry Co., Ltd. Qinghai Salt Lake Industry is the expected transaction counterparty with WPC and is a publicly listed company on the Shenzhen Stock Exchange (ticker: 000792), with an approximate market capitalization of CAD \$34 billion. In addition, there will be a technical delegation of 14 members, with the overall site visit scheduled to take place from January 4 to January 11.

For your reference, the website for Salt Lake Holdings is provided below:

<https://www.qhyhgf.com/>

The meeting schedules and agendas have been finalized as outlined in our previous email exchange, and WPC's core team will accompany the delegation throughout the entire duration of the visit, which will also include conferences with RESPEC and WOOD regarding the 2,8m TPA projects.

As Qinghai Salt Lake Industry is the expected transaction party, we will expect their investment decision following this extensive site visit. Due to visa-related complications, however, the visit was deferred from mid-December to early January, and as a result, the anticipated transaction closing timeline has been delayed.

While we acknowledge that the current agreement stipulates forbearance through January 22,

achieving this timeline has become increasingly challenging despite our best efforts. The visit concludes on January 11, after which additional legal work and internal approval processes will still be required prior to the execution of a legally binding agreement. That said, the expansion of the delegation—from an initial July visit involving 18 technical personnel to a significantly larger group now led by their Chairman—clearly demonstrates the counterparty's strong interest in the project and reinforces our confidence in successfully completing the transaction.

Despite the visa delays, Qinghai Salt Lake Industry has communicated to us that upon conclusion of their visit, they remain committed to executing a legally binding agreement prior to Chinese New Year on February 21. Following this, similar transactions typically require an additional two to three months to close, which would place the expected full closing by the end of May.

In light of the unforeseen visa delays and their impact on the overall timeline, we respectfully request that Bird consider extending the current forbearance period through the end of May 2026, with all other terms remaining unchanged. We are confident that by this time, a legally binding agreement will have already been executed and the transaction fully closed. Please also be assured that, as agreed with Salt Lake, repayment to Bird will be treated as the highest priority once the transaction closes.

Another update will be provided after the legally binding agreement has been executed.

Thank you once again for your understanding and continued support. We look forward to hearing from you.

Happy Holidays!

Jack Xue

Vice President, Business Development

+1 (604) 653-0588

Western Potash Corp

[www.westernpotash.com](http://www.westernpotash.com)

---

**From:** Jack Xue

**Sent:** Saturday, November 15, 2025 2:52 AM

**To:** 'Karen Phung' <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>; 'Sebastien Brisson' <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; 'Lee Watson' <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; 'Datta, Titli' <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>

**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Hello Sebastien, Karen, Lee,

Since it's been around a months since our last update to Bird so I thought to inform you of our latest progresses to keep you and Birds management in the loop.

Since execution of the MoU, WRX and Western Potash Corp. ("WPC") have made substantial progress with our potential investor. Numerous discussions have taken place between our Chairman, Mr. Bill Xue and the Chairman of the counter party directly, covering transaction structure, due diligence requirements, and timelines.

A major milestone occurred on October 23th, when this investor hosted a high-level technical seminar in on solution mining technologies applicable to Canadian potash resources. Participants included their internal experts, specialists from our shareholder - CNOOC and engineering firm - Agapito, as well as two national academicians. While WRX/WPC did not attend due to conflict-of-interest considerations, their Chairman conveyed positive feedback, highlighting, among several preliminary conclusions, the most definitive one being that successful cases at K+S and Mosaic validate the feasibility and reliability of solution mining on a large scale. Their areas of focus based on their technical seminar and due diligence requests seems to be more focused on the feasibility of the 2.8m TPA project as supposed to only our Phase 1 project.

Their due diligence program has also started since early October and through a competitive selection process, Canaccord Genuity has been appointed as their lead due diligence advisor, and to date, has constructed a due diligence team of over 50 advisors from firms such as Baker Tilly, KPMG,

, Deloitte, and is in the process of a comprehensive due diligence regarding technical, financial, and legal aspects of WPC. We've been fully committed to supporting the due diligence teams' documentation and data requests, particularly in relation to mineral reserve information.

The investor and WPC are also working to finalize the schedule for its commercial and technical delegation to Canada comprised of over 20 people from their internal corporate group and its external advisors. This delegation will be led by their Chairman will and the visit will occur either in mid-December or early January subject to their visa clearance. Among other things, this delegation visit will include:

- An on-site technical assessment of the Milestone Project
- Meetings the appropriate government agencies pertaining to the 2.8m TPA project development
- Engagement with local banks and engineering firms regarding the implementation of the 2.8m TPA project
- Engagements with several provincial government departments to discuss broader long-term development opportunities

This visit is expected to be a key component of their final evaluation. Based on our most recent discussions with their Chairman on Oct 31<sup>st</sup>, we remains on track to:

- Complete all due diligence before year-end, and
- Execute a legally binding definitive agreement by January end, 2026, as outlined in the MoU.

Pleased be assured that while our main focus is towards this main investor, we are also following up and progressing with the due diligence and contract discussions the other two potential investors to ensure that there's always a plan B.

We are encouraged by the strong momentum since the signing of the MoU, the constructive progress in technical and financial due diligence, and the continued alignment of all parties toward the established timeline.



Again, we appreciate the Bird's continued patience, understanding and support. Our next regular update will be in mid-December, or earlier should material developments arise.

Best regards,

Jack

---

**From:** Jack Xue

**Sent:** Sunday, September 28, 2025 6:41 PM

**To:** 'Karen Phung' <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>; 'Sebastien Brisson' <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; 'Lee Watson' <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; 'Datta, Titli' <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>

**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Hello Sebastien, Lee, Karen,

In addition to other investors we are currently in discussions with, I am pleased to advise that Western has executed a MoU as of Sept 27<sup>th</sup> with a leading global potash producer. The MoU establishes a defined transaction structure and timeline, with completion of due diligence and execution of a definitive agreement no later than January 31, 2026.

The investor currently operates at a capacity of more than 6.5 million tonnes annually and is advancing its strategy to double output over the next decade. Western's assets—supported by extensive mineral reserves, strategic infrastructure access, and environmental approval and feasibility study completed for the 2.8 million tonnes TPA project—are uniquely aligned with this vision. This partnership not only secures the pathway to completing Phase 1 but also positions Western to advance a 2.8 million tonnes per annum expansion in the near term.

We remain confident that this milestone will significantly strengthen Western's ability to meet its obligations, and we appreciate your continued support as we advance this process.

Best regards,

Jack

---

**From:** Jack Xue

**Sent:** Friday, September 12, 2025 5:53 PM

**To:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>

**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Hello Karen,

Western Potash confirms the conditions on Bird's legal forbearance as mentioned below.

Thank you for your trust and we will keep you posted with any new developments.

Best regards,

Jack

---

**From:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>

**Sent:** Friday, September 12, 2025 4:56 AM

**To:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>

**Subject:** Re: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

You don't often get email from [karen.phung@bird.ca](mailto:karen.phung@bird.ca). [Learn why this is important](#)

**CAUTION:** This email originated from outside the organization.

Thank you, Jack. Bird is agreeable with your proposed adjustment to the applicable interest rate on the indebtedness.

To confirm, the parties have agreed as follows:

Bird is prepared to temporarily forebear from prosecuting its action in Court File No. KBG-RB-01516-2025 (the "**Action**") and extend the payment deadline until **January 22, 2026 at 5:00 p.m. EST**. If payment of the full debt is not made, or if a statement of defence to the Action is not delivered, by that deadline, Bird reserves its right to move immediately to note Western Potash in default of defence and to apply for judgment without further notice to Western Potash.

As a condition of this forbearance and extension of time, Western Potash acknowledges and confirms that it owes Bird (in CAD dollars):

1. **Principal Amount:** \$439,897.51
2. **Taxes on the Principal Amount:** \$48,388.73 (being \$21,994.88 GST and \$26,393.85 SKPST)
3. **Interest on the Principal Amount** at a rate of 12% per annum from December 11, 2023 until the date payment is made in full, and
4. **Costs** of \$5,000.00 CAD

Please confirm.

Thank you.

Regards,

Karen Phung

---

**From:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>  
**Sent:** Wednesday, September 10, 2025 4:06 AM  
**To:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>  
**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>  
**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

**CAUTION:** Email from external source.

Hello Karen,

Thank you for your email and for Bird's willingness to grant Western Potash a final opportunity to obtain financing and fulfill our obligations. We look forward to pushing this project to a successful outcome together and to continued collaborations with Bird.

We hereby acknowledge and confirm the amounts set out in your email (CAD):

1. Principal: \$439,897.51
2. Taxes on the principal: \$48,388.73 (GST \$21,994.88 and SKPST \$26,393.85)
3. Interest on the principal (see request below)
4. Costs: \$5,000.00

With respect to item (3), we respectfully request that the interest rate be reconsidered. None of our current outstanding vendors are charging interest on past-due balances, and the most recent interest previously applied to Western by Bird was 12% per annum during the Covid times. In light of this prior course of dealing and prevailing vendor practices, we kindly ask that Bird adjust the rate to 12% per annum.

A reduction to this rate would not only demonstrate to other parties Bird's support as a key vendor, but also allow us to report back to our investors on a more favorable outcome on the on-going payment deferrals. Such support will help strengthen investor confidence and materially assist in advancing the project's financing, which is in the best interests of all parties.

Again, we appreciate Bird's flexibility and remain committed to resolving this matter within the extended timeline.

Thank you & looking forward to your feedback on this.

Jack Xue

Vice President, Business Development

+1 (604) 653-0588

Western Potash Corp

[www.westernpotash.com](http://www.westernpotash.com)

---

**From:** Karen Phung <[Karen.Phung@bird.ca](mailto:Karen.Phung@bird.ca)>

**Sent:** Wednesday, September 3, 2025 9:03 PM

**To:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; Sebastien Brisson <[Sebastien.Brisson@bird.ca](mailto:Sebastien.Brisson@bird.ca)>; Lee Watson <[Lee.Watson@bird.ca](mailto:Lee.Watson@bird.ca)>; Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>

**Subject:** Fw: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

Some people who received this message don't often get email from [karen.phung@bird.ca](mailto:karen.phung@bird.ca). [Learn why this is important](#)

**CAUTION:** This email originated from outside the organization.

Dear Jack,

Bird acknowledges receipt of your email, below.

While Bird appreciates the difficult financial situation Western Potash is facing, based on Western Potash's track record of being unable to secure alternative financing, Bird remains concerned that Western Potash may not be in a position to satisfy its debt. In that case, Bird would be inclined to obtain judgment for the admitted amount and join the list of creditors.

Nevertheless, in light of the representations made in your email, Bird is prepared to grant Western Potash one final opportunity to obtain financing and fulfill its obligations.

To that end, Bird is prepared to temporarily forbear from prosecuting its action in Court File No. KBG-RB-01516-2025 (the "**Action**") and extend the payment deadline until **January 22, 2026 at 5:00 p.m. EST**, being five months from the date of your e-mail. If payment of the full debt is not made, or if a statement of defence to the Action is not delivered, by that deadline, Bird reserves its right to move immediately to note Western Potash in default of defence and to apply for judgment without further notice to Western Potash.

As a condition of this forbearance and extension of time, Bird requires Western Potash to acknowledge and confirm, by reply email no later than **Wednesday, September 10, 2025**, that it owes Bird (in CAD dollars):

1. **Principal Amount:** \$439,897.51
2. **Taxes on the Principal Amount:** \$48,388.73 (being \$21,994.88 GST and \$26,393.85 SKPST)
3. **Interest on the Principal Amount** at a rate of 2% per month or 24% per annum, and
4. **Costs** of \$5,000.00 CAD

We look forward to your prompt reply.

Regards,  
Karen Phung

---

**From:** Jack Xue <[jack@westernresources.com](mailto:jack@westernresources.com)>

**Sent:** August 22, 2025 4:55 AM

**To:** Lee Watson <[lee.watson@bird.ca](mailto:lee.watson@bird.ca)>; Sebastien Brisson <[sebastien.brisson@bird.ca](mailto:sebastien.brisson@bird.ca)>;  
[tdatta@millertthomson.com](mailto:tdatta@millertthomson.com)

**Cc:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>

**Subject:** RE: KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

---

**CAUTION:** Email from **external source**.

Hello Lee, Sebastien, Datta,

Please accept my apology for not being able to attend yesterday's meeting due to an unavoidable scheduling conflict. I'm since then fully up to speed from our team on the key points discussed.

On behalf of Western Potash's management, I would like to formally acknowledge receipt of your letter dated August 20, 2025 regarding the proposed payment schedule for our outstanding obligations to Bird and have no disputes with the obligation nor the amount owed.

Regrettably, Western is not in a financial position to comply with the December 15, 2025 deadline. Following the suspension of the Project last year, the company had extreme limited cashflow and the on-going upkeep costs have been supported personally by our principal shareholders since then. However, we have been engaged in sustained efforts to secure external financing since site suspension and as result, three highly credible counterparties have been identified with key transaction terms mutually agreed, and we are advancing due diligence on an expedited basis. Based on current progress, we are confident of achieving success within the next four to five months, and we respectfully request your consideration in granting us the additional time required to meet our obligations.

Western has always valued its partnership with Bird. Your continued support during the construction and commissioning of the Milestone Project—particularly your understanding during the COVID period—has been critical to our progress. Importantly, thanks to Bird's trust and patience in past instances where we have encountered similar financial challenges, we have honored our commitments once financing was secured, which we think had also worked to facilitate a stronger partnership with Bird. We hope this track record reinforces Western's standing as a trustworthy partner, committed to resolving challenges responsibly and preserving long-term relationships. With our prospective investor's vision to expand Milestone into a large-scale potash mine, we see further opportunities for deepened collaboration with Bird in the future.

As you are aware, our senior creditor holds first-ranking rights over all of our assets. In this context, and with great respect towards Bird's management, immediate enforcement action would not achieve its intended purpose and would only create unnecessary costs and administrative burdens for both parties. Given that fact that we fully acknowledge the amount owed to Bird and have no disputes with such amount nor the payment obligations, and remain

committed to setting them in full once financing is secured, allowing us sufficient time to finalize our financing would facilitate a far more constructive and mutually beneficial resolution.

Accordingly, we would respectfully request that Bird pause its legal actions at this time, free to resume at your discretion and subject to your comfort with our ongoing financing efforts. In the interim, I will ensure Bird's management receives monthly updates on our financing progress so you are in the loop with our progress, and I will remain available for calls or meetings to provide further detail at your convenience. Just like last time, we truly hope that Bird could allow us the trust and patience to complete our financing efforts and continue our collaboration with the project.

We are grateful for your continued support, and we look forward to working with you toward a positive and enduring outcome.

Jack Xue

Vice President, Business Development

+1 (604) 653-0588

Western Potash Corp

[www.westernpotash.com](http://www.westernpotash.com)

---

**From:** Datta, Titli <[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)>

**Sent:** Thursday, August 21, 2025 1:44 AM

**To:** Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>

**Subject:** KBG-RG-01516-2025 Bird Construction v. Western Potash [MTDMS-Legal.FID13528132]

**CAUTION:** This email originated from outside the organization.

Hi Junjie,



Please see attached our correspondence of today's date.

I note that we require a response by 5.00 pm, August 22, 2025 (Saskatchewan Time).

Best regards,

**TITLI DATTA**  
Partner

Pronouns: She, Her, Hers

**Miller Thomson LLP**  
Bank of Montreal Building  
2103 - 11th Avenue, Suite 600  
Regina, Saskatchewan | S4P 3Z8  
T +1 306.347.8353  
[tdatta@millerthomson.com](mailto:tdatta@millerthomson.com)

Miller Thomson LLP



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This is **Exhibit “ G ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**From:** [Chime, Chinwe FI](#)  
**To:** [Jack Xue](#)  
**Cc:** [George Gao](#); [Yongling Li](#); [Howard Zou](#)  
**Subject:** RE: Western Potash Corp Provincial Sales Tax Liability – Case ID 15383319  
**Date:** February 24, 2026 5:18:17 PM  
**Attachments:** [image001.png](#)

---

**CAUTION:** This email originated from outside the organization.

Good afternoon Jack,

Thank you for your email and for explaining the company's financial situation.

Mr. Gao had explained the below situation in our previous conversations and made a request for the Ministry of Finance to consider the special situation of Western Potash Corp, at that time. It was requested that we extend the deadline to settle the tax liability to January 31, 2026. This request was approved and I informed Mr. Gao the Ministry will move forward with further collection actions if the payment is not received by January 31, 2026, as agreed.

Our position has not changed. We require an approved payment plan to be in place, or we are required to proceed with collection action. We are prepared to offer the same as previous which is \$32,500 to be paid each month starting March 2, 2026, with the remaining balance to be paid in full no later than September 30, 2026, and will require us to register a Judgement that can be discharged once the liability is paid. Please note that interest will continue to accrue until the balance is paid in full.

Thanks

**Chinwe Chime**

**Government of Saskatchewan**

Collection Officer, Collections

Revenue Division, Ministry of Finance

2350 Albert Street

REGINA SK S4P 4A6

Tel 306-787-0454

[chinwe.chime@gov.sk.ca](mailto:chinwe.chime@gov.sk.ca)



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---

**From:** Jack Xue <jack@westernresources.com>  
**Sent:** Tuesday, February 24, 2026 2:35 AM  
**To:** Chime, Chinwe FI <chinwe.chime@gov.sk.ca>  
**Cc:** George Gao <george@westernresources.com>; Yongling Li <yongling@westernresources.com>; Howard Zou <howard@westernpotash.com>  
**Subject:** Western Potash Corp Provincial Sales Tax Liability – Case ID 15383319

**WARNING:** This message originated from a source that is not managed by **SaskBuilds and Procurement, Information Technology Division**. Do not visit links or open attachments unless you trust the sender's email ID and ensure it is not a spam/phishing email.

Good morning Chime,

We acknowledge receipt of your letter dated February 9, 2026 regarding the Provincial Sales Tax liability in the amount of \$299,518.53 as attached.

First and foremost, please accept our sincere apologies for the delay in responding. Since Q4 of 2024, Western Potash has been in a formal suspension phase due to project financing constraints. As a result, the project site has been operating in a minimal preservation mode, with only essential maintenance personnel retained on site. Administrative staff are no longer present at the project location, and routine monitoring of incoming correspondence has been significantly reduced. This unfortunately contributed to our delayed awareness of your notice. Upon becoming aware of the letter, we prioritized this response immediately.

By way of background, Western Potash has been established in Saskatchewan since 2007 and commenced construction activities in 2019. Despite the challenges faced over the past several years, the Company successfully constructed the all of the above-ground infrastructure for Phase 1 of the project (146,000 TPA capacity), with only certain underground mining optimizations remaining incomplete, which was the reason for financing so the project could be brought into production.

To date, the Company has invested approximately CAD \$250 million into Saskatchewan. Throughout the development period, we made a concerted effort to direct expenditures locally, engaging Saskatchewan-based contractors, suppliers, and workforce wherever possible. In addition, the Company has remitted approximately \$1.7 million in Provincial Sales Tax during the construction period.

However, due to capital market constraints, the project formally entered suspension in Q4 of 2024. Since that time, all site preservation and corporate maintenance costs have been funded through personal shareholder loans provided in turn by major shareholders. As an effort to conserve costs, many senior management has agreed to suspend their salaries and keep on account so to conserve costs and ensure limited capital is spent only in the most essential areas. These shareholder loans are restricted to essential site preservation and minimum corporate maintenance expenditures only. As such, and despite our best wishes, the Company currently has no discretionary cash flow beyond fixed preservation costs and therefore does not have the present capacity to satisfy the outstanding PST balance.

It is also important to note that, unlike several of the large-scale potash developments currently operating or under construction in Saskatchewan, Western Potash is an independent, privately financed company. We do not have the backing of a diversified multinational balance sheet or sovereign-level capital support capable of absorbing interim cash flow pressures during suspension periods. As a result, our capital structure is materially constrained during financing gaps, and liquidity flexibility is extremely limited.

We wish to emphasize clearly that Western Potash does not dispute the liability, nor the obligation to remit the amount owing. Our request relates solely to timing.

The Company has previously navigated similar financial constraints during the COVID period in 2022. At that time, we carried approximately \$50 million in external obligations, including over \$30 million to our EPC contractor (now Bird Construction). Upon completion of financing, all outstanding amounts were fully repaid. We maintained strong relationships with our contractors and vendors, reinforcing our reputation as a responsible and reliable counterparty once capital was secured.

Since entering suspension, our sole corporate focus has been securing strategic financing to restart and expand the project. Over the past twelve months, we have engaged with more than 60 financing groups globally. Currently, we are in advanced discussions with three parties, including a major global potash producer – QingHai Salt Lake, subsidiary of Chian Minmetals, that has articulated a strategic objective to expand production from approximately 5 million tonnes per annum to 10 million tonnes over the next decade.

Given the advanced readiness of Western Potash's 2.8 million tonne per annum expansion project — supported by completed feasibility and environmental approvals — there is significant strategic alignment between the parties. The prospective investor has conducted two comprehensive site visits, dispatching more than 40 technical, operational, and financial representatives in total. These visits included engagement with Saskatchewan's Ministry of Energy and Resources and Ministry of Trade and Export Development. A dedicated technical conference was also convened in Vancouver to review the 2.8 Mtpa expansion plan in detail.

In advance of the recent visit to China by Premier Scott Moe alongside Prime Minister Mark Carney, and recognizing the strategic alignment between Saskatchewan's resource sector and the prospective investor's expansion objectives, we formally communicated with the Premier's Office to outline the project's potential and to respectfully request that it be considered as part of the

broader economic discussions during the visit. We were honored to receive written correspondence from Premier Moe to our CEO dated February 9, 2026 (as attached) acknowledging Western Potash's investment in Saskatchewan and our continued commitment to sustainable resource development. In his letter, the Premier further affirmed Saskatchewan's stable and competitive investment environment and noted the Province's support for strengthening diplomatic and economic ties during the official China visit. This positive and constructive response, including clear recognition of the importance of strategic investment in the critical mineral sector, has provided both the Company and the prospective investor with additional confidence regarding the Province's openness to responsible long-term development.

At present, the prospective investor is awaiting completion of a third-party independent evaluation report, expected within the coming weeks following the Lunar New Year period. Subject to satisfactory review, the parties are targeting execution of a term sheet by late March or early April 2026. Following that milestone, regulatory processes, including Investment Canada Act review, would commence. We are currently targeting transaction closing on or before **September 30, 2026**.

Upon successful completion of the financing, Western Potash will bring all outstanding provincial tax obligations fully current as top priority and without delay.

Importantly, the incoming strategic investor is a well-capitalized international enterprise with strong institutional backing. Upon closing, Western Potash would transition from a privately bridged development-stage company to being aligned with a large-scale global producer with substantial financial capacity and long-term commitment. This would materially strengthen the Province's long-term economic partnership with the project and position the 2.8 Mtpa development to generate significant employment, capital investment, export revenue, and tax contributions for Saskatchewan over the long term.

In light of the above, we respectfully request that the Ministry grant an extension of the outstanding PST payment deadline until September 30, 2026, and suspend enforcement proceedings during this interim period. The Company's intention is to satisfy the full balance immediately upon completion of the financing transaction.

We remain fully committed to fulfilling our provincial obligations and advancing a project that will provide substantial and lasting economic benefit to Saskatchewan.

Thank you very much for your time and consideration, and we look forward to your response.

In the meantime, happy to answer any questions or hold discussions over phone or via teams at your convenience should anything arise.

Best regards,

Jack Xue  
Vice President, Business Development  
+1 (604) 653-0588

Western Resources Corp  
[www.westernresources.com](http://www.westernresources.com)



This is **Exhibit “ H ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Evan Cobb", is positioned above a horizontal line.

---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

## TAX ENFORCEMENT

FORM C  
[SECTION 6]NOTICE  
*The Tax Enforcement Act*

**TAKE NOTICE that the** RURAL MUNICIPALITY OF LAJORD NO. 128  
(Name of Municipality)

intends to be registered pursuant to the above Act as owner of the land described below.

The municipality claims title to the land by virtue of an interest based on the tax lien registered against the existing title to the land in the Land Titles Registry as Interest Number 202697028, 202697039, and you are required to **TAKE NOTICE** that unless you contest the claim of the municipality or redeem the land pursuant to the provisions of the above Act within six months from the service of this notice on you and, subject to the further provisions of *The Tax Enforcement Act*, a title will be issued to the applicant.

On and after the date that the title is issued to the applicant, you will be forever estopped and debarred from setting up any claim to, or with respect to, the land.

The amount required to redeem the land may be ascertained on application to the Clerk, Treasurer or Administrator of the municipality. For any questions about the tax enforcement process please contact Taxservice at 1-877-734-3113.

Dated this x 27<sup>th</sup> day of March, 2026.



  
Lynette Herauf  
Administrator

0907414 B.C. LTD.

(Name of Assessed Owner[s])

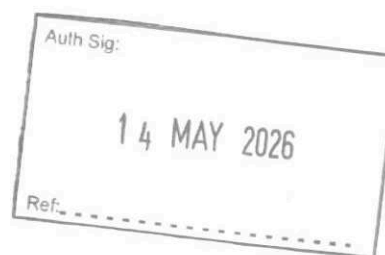
Legal Description of Land(s), Title Number(s)

NE 20-14-17-2 EXT 0, 152196295

NW 20-14-17-2 EXT 0, 149110028

Re: Registration Against Title

WPC (JERSEY) LIMITED  
47 ESPLANADE  
ST. HELIER, JERSEY JE1 0BD UK





This is **Exhibit “ I ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**R. M. of Lajord No. 128**  
**Box 36, Lajord, SK S0G 2V0 Business - (306)781-2744**

## TAX CERTIFICATE

Kanuka Thuringer LLP  
 1400-2500 Victoria Ave  
 Regina, SK S4P 3X2

Tax Certificate #: 2026-0039  
 File Reference: KT:44197-0002

| Roll Number  | Property Description | Current | Arrears    | Interest   | Total Owing  |
|--------------|----------------------|---------|------------|------------|--------------|
| 00002890 000 | NW 20 14 17 W2       | 0.00    | 966,232.58 | 100,568.63 | 1,066,801.21 |

**Lien:**

| Lien Number | Registration Date | Discharge Amount |
|-------------|-------------------|------------------|
| 202697039   | 2025-09-08        | 1,066,801.21     |

**Assessment Details:**

| Property Class             | Type | Assessed Value | %  | Taxable    | V A | Exempt | V A S | Total      |
|----------------------------|------|----------------|----|------------|-----|--------|-------|------------|
| CF Resource Commercial and | Land | 4,617,400      | 85 | 3,924,790  |     | 0      |       | 3,924,790  |
| CF Resource Commercial and | Impr | 12,238,000     | 85 | 10,402,300 |     | 0      |       | 10,402,300 |
| Totals:                    |      | 16,855,400     |    | 14,327,090 |     | 0      |       | 14,327,090 |

There is not an outstanding appeal regarding the property before the Board of Revision or the Saskatchewan Municipal Board.

No Local Improvements apply to this parcel.

There is not an intention to undertake a local improvement that will affect the land.

Taxes for the current year have not been levied.

Taxes in the amount of \$279,354.93 were levied for last year.

Dated at R. M. of Lajord No. 128 this 15th day of May, 2026 A.D.

  
 For: LYNETTE HERAUF, Chief Administrative Officer  
 E. & O. E.

SEAL



**R. M. of Lajord No. 128**  
**Box 36, Lajord, SK S0G 2V0 Business - (306)781-2744**

## TAX CERTIFICATE

Kanuka Thuringer LLP  
 1400-2500 Victoria Ave  
 Regina, SK S4P 3X2

Tax Certificate #: 2026-0038  
 File Reference: KT:44197-0002

| Roll Number  | Property Description | Current | Arrears  | Interest | Total Owing |
|--------------|----------------------|---------|----------|----------|-------------|
| 00000702 000 | NE 20 14 17 W2       | 0.00    | 4,230.37 | 394.85   | 4,625.22    |

**Lien:**

| Lien Number | Registration Date | Discharge Amount |
|-------------|-------------------|------------------|
| 202697028   | 2025-09-08        | 4,625.22         |

**Assessment Details:**

| Property Class       | Type | Assessed Value | %  | Taxable | V A | Exempt | V A | T S | Total   |
|----------------------|------|----------------|----|---------|-----|--------|-----|-----|---------|
| A Other Agricultural | Land | 484,700        | 55 | 266,585 |     | 0      |     |     | 266,585 |

There is not an outstanding appeal regarding the property before the Board of Revision or the Saskatchewan Municipal Board.

No Local Improvements apply to this parcel.

There is not an intention to undertake a local improvement that will affect the land.

Taxes for the current year have not been levied.

Taxes in the amount of \$1,404.95 were levied for last year.

Dated at R. M. of Lajord No. 128 this 15th day of May, 2026 A.D.

  
 For: LYNETTE HERAUF, Chief Administrative Officer  
 E. & O. E.

SEAL







This is **Exhibit “ J ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**From:** [Jack Xue](#)  
**To:** [blair.wagar@gov.sk.ca](mailto:blair.wagar@gov.sk.ca); [Luzny, Stephen ER](#)  
**Cc:** [Junjie Liu](#); [Jerry Zhang](#)  
**Subject:** FW: Western Potash KLSA008 Lease Payment Extension Application  
**Date:** February 12, 2026 9:57:31 AM  
**Attachments:** [Outlook-whngez1w.png](#)  
[20260128\\_WPC Lease Payment Extension to MER.pdf](#)  
**Importance:** High

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Hello Deputy Minister Wager and Mr. Luzny,

I hope you are both well.

Please find below the forwarded email regarding Western Potash Corp.'s request to extend the mineral lease payments. While we fully understand that the Ministry is already considering this request and sincerely appreciate your time and attention, but given the approaching deadlines and the importance of mineral and reserve certainty to the ongoing investment decision process, I am writing respectfully to inquire as to the current status of our request.

As you may recall, we met in early January together with representatives of Qinghai Salt Lake Industry to discuss their potential investment in Saskatchewan's potash sector and in Western Potash's Milestone Project. Salt Lake is encouraged by the comments and views from the SK Government on their potential investment. On that note, we would like to also congratulate the SK Government on the positive outcome following Prime Minister Carney's recent visit to China alongside Premier Moe; particularly with respect to the resolution of the canola oil tariff, which I recall was particularly mentioned during our meeting. These good news are timely and encouraging in the context of Salt Lake's potential investment and adds to their positive decision making.

Since its establishment in Saskatchewan in 2007, and the commencement of construction of our 146,000 TPA Phase 1 project in 2019, Western Potash has invested in excess of \$400 million, with a strong emphasis on local procurement, employment, and long-term contribution to Saskatchewan's resource economy. Although this is not the first time that the company has experienced hardships trying to achieve this - WPC has overcome a \$50 million shortfall during covid, during which our AP to our largest debtor – Bird Constructions was \$33 million, but solved the problem by paying off all our debtors after rounds of financing in 2022 and the completion of our Phase 1 facilities with the exception of underground caverns by 2024.

While our financing efforts continue, Western remains on a limited cash-flow basis, focused solely on essential site preservation and regulatory compliance activities pending completion of financing. Maintaining lease security during this interim period is critical not only to Salt Lake's evaluation process, but also to other potential financing parties with whom we remain engaged. A positive and timely response from the Ministry would materially support the advancement and completion of this strategic transaction.

Our financing discussions with Salt Lake have progressed at an accelerated pace. However, given the scale of the contemplated investment, the process necessarily involves extensive technical due diligence, internal approvals, and subsequent federal regulatory review under the Investment

Canada Act. While the counterparty has demonstrated clear intent and is advancing the process on an expedited basis, these steps require time to complete. We are currently targeting transaction closing in the second half of 2026.

As such, and as outlined in our January 28, 2026 correspondence regarding Potash Lease KLSA008, we have requested:

- Extension of the 2025–26 mineral lease payment currently due February 18, 2026 to September 30, 2026; and
- Extension of the 2026–27 mineral lease payment currently due May 18, 2026 to September 30, 2026.

Should Salt Lake's investment proceed as anticipated, the resulting expansion of operations would generate substantial employment, procurement, and long-term economic benefits for Saskatchewan. We believe this represents a significant and timely opportunity for the Province's potash sector.

We remain sincerely appreciative of the Ministry's continued engagement and consideration and would be grateful for a favorable response at your earliest convenience. Please do not hesitate to advise if any additional information would be helpful.

Respectfully,

Jack Xue  
Vice President, Business Development  
+1 (604) 653-0588

Western Potash Corp  
[www.westernpotash.com](http://www.westernpotash.com)

---

**From:** Junjie Liu <[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)>  
**Sent:** Thursday, January 29, 2026 07:59  
**To:** Luzny, Stephen ER <[stephen.luzny@gov.sk.ca](mailto:stephen.luzny@gov.sk.ca)>  
**Subject:** Western Potash KLSA008 Lease Payment Extension Application

Good morning, Mr. Luzny,

I hope this email finds you well. Western Potash would like to apply for KLSA008 lease payment extension. Please see the attached formal application letter with project updates.

Thank you for your consideration. Please let me know if you have any questions.

Best,  
Junjie



Junjie Liu,  
M.Sc. P.Geo, PMP  
Corporate Secretary

[junjie.liu@westernpotash.com](mailto:junjie.liu@westernpotash.com)

D: 306-352-3573

OR 306-924-9378



January 28<sup>th</sup>, 2026

Stephen Luzny  
 Manager, Lands and Mineral Tenure  
 Ministry of Energy and Resources  
 9th Floor, 1945 Hamilton Street  
 Regina, SK S4P 2C7

Dear Mr. Luzny,

**Re: Western Potash Request for Lease Payment Extension – KLSA008**

Western Potash Corp. (“Western”) is pleased to advise that it has achieved substantial progress in project financing discussions with a strategic global potash producer (the “Investor”), which has significantly accelerated momentum toward a transaction. However, in accordance with Canadian federal regulatory requirements, including the Investment Canada Act review process, it is anticipated that a minimum of six additional months will be required following execution of a definitive agreement before the transaction can receive final approval.

Accordingly, Western respectfully submits this request for further extension of the annual mineral lease payments associated with potash lease **KLSA008** and provides the following update in support of the request.

Western Potash was established in Saskatchewan in 2007 and commenced construction of its Phase 1 operation, a 146,000-tonne-per-annum solution-mining facility near Regina, in 2019. Since that time, the Company has continued to advance the Milestone Potash Project with a long-term objective of developing a large-scale, world-class potash operation in Saskatchewan.

An echo our perseverance culture, the achieved substantial progress in advanced financing discussions with a strategic global potash producer, Qinghai Salt Lake Industry Co., Ltd. (“QSL”), a publicly listed company on the Shenzhen Stock Exchange (Ticker: 000792), with an approximate market capitalization of USD \$25 billion. QSL currently operates approximately 5 million tonnes per annum of potash production and has publicly stated



strategic plans to double its production capacity within five years, driven by China's long-term food security and fertilizer supply requirements.

This strategic objective aligns exceptionally well with Western Potash's asset base and development readiness. Western has completed both a full feasibility study and environmental approvals for a 2.8-million-tonne-per-annum expansion, with further scalable upside potential. Even by global standards, the Milestone Project is one of very few potash projects positioned to advance to large-scale development within this timeframe, making it uniquely suited to support QSL's medium-term growth strategy.

Following execution of a Memorandum of Understanding in September 2025, QSL has significantly deepened its engagement with Western. A successful technical due diligence visit was completed in July 2025, followed by a comprehensive senior-level site visit from January 4 to January 11, 2026, led by QSL's Chairman. The delegation conducted an in-depth technical, commercial, and execution review focused on the feasibility of developing a 2.8-million-tonne-per-annum solution-mining operation. During this visit, the delegation also met with Saskatchewan government ministries, including the Ministry of Energy and Resources, Canadian financial institutions, and industry advisors.

Subsequently, a technical conference was held in Vancouver with participation from QSL, leading solution-mining engineering firms, and Western's management team. Feedback from these sessions was highly positive and further reinforced confidence in the project's technical, operational, and commercial fundamentals.

QSL has indicated its intention to deliver a formal investment decision in the coming months, to be followed by execution of a legally binding agreement. However, as required under Canadian federal regulations, including review under the Investment Canada Act, it is anticipated that a minimum of six additional months will be required following execution of definitive agreements before final regulatory approval and transaction closing can be achieved. Subject to these approvals, Western currently anticipates closing the transaction in the third quarter of 2026.

In light of the above, and building on the Ministry's prior approval of a nine-month extension, Western respectfully requests the following:



- that the 2025–26 mineral lease payment, currently due on February 18, 2026, be further extended to September 30, 2026; and
- that the 2026–27 mineral lease payment, due on May 18, 2026, also be extended to September 30, 2026.

Granting these extensions is considered critical to supporting the completion of the ongoing strategic financing process and would materially assist Western in maintaining financial stability during this final phase. Upon successful closing of the transaction, Western expects to be in a significantly strengthened financial position and fully capable of meeting its obligations.

The Milestone Project represents a substantial long-term opportunity for Saskatchewan, with the potential to generate meaningful employment, support local and provincial service providers, and contribute lasting economic benefits to the Province. Western remains fully committed to developing the Project in a manner aligned with Saskatchewan's economic and resource development objectives.

Western Potash sincerely appreciates the Ministry's continued engagement, support, and consideration of this request. We would be pleased to provide any additional information the Ministry may require and will continue to keep the Ministry informed of material developments as they arise.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Xue", is positioned above the printed name.

Jack Xue  
Vice President, Business Development  
Western Potash Corp.





This is **Exhibit “ K ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**NOTICE NOTICE NOTICE**

**PLEASE BE ADVISED THAT PURSUANT TO THE PROVISIONS OF SECTION 307 OF THE BUSINESS CORPORATION LAW OF THE STATE OF NEW YORK, THE LEGAL DOCUMENT IN THE ABOVE ENTITLED ACTION WAS SERVED UPON YOU BY SERVICE UPON THE SECRETARY OF STATE OF NEW YORK. AS YOUR AGENT FOR SUCH SERVICE, BY DELIVERING TO AND LEAVING WITH A PERSON AUTHORIZED BY SAID SECRETARY OF STATE TO RECEIVE SUCH SERVICE, AT THE OFFICE OF THE DEPARTMENT OF STATE IN THE CITY OF ALBANY, STATE OF NEW YORK, A COPY OF THE DOCUMENTS WITH THE STATUTORY FEE**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
INTACT INSURANCE COMPANY,

Plaintiff,

**SUMMONS**

- against -

Index No.

WESTERN RESOURCES CORP. and WESTERN  
POTASH CORP.,

Date Filed:

Defendants.  
-----X

**TO THE ABOVE-NAMED DEFENDANTS:**

You are hereby summoned and required to serve upon the Plaintiff's attorneys an answer to the annexed Complaint, which is herewith served upon you, within 20 days after the service hereof, exclusive of the day of service, or within 30 days after service is complete if service is made by any method other than personal delivery to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The basis for venue is agreement of the parties.

Dated: February 25, 2026

**CHIESA SHAHINIAN & GIANTOMASI PC**  
Attorneys for Plaintiff  
*Intact Insurance Company*

By: /s Adam P. Friedman  
Adam P. Friedman

11 Times Square, 34<sup>th</sup> Floor  
New York, New York 10036  
(212) 973-0572

Defendants' address:

Western Resources Corp., 666 Burrard Street, Vancouver, British Columbia V6C 2X8, Canada  
Western Potash Corp., 1874 Scarth St., Regina, Saskatchewan S4P 4E9, Canada

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
INTACT INSURANCE COMPANY,

Plaintiff,

COMPLAINT

- against -

Index No.

WESTERN RESOURCES CORP. and WESTERN  
POTASH CORP.,

Defendants.

-----X

The plaintiff, **INTACT INSURANCE COMPANY**, as and for its Complaint against  
defendants **WESTERN RESOURCES CORP.** and **WESTERN POTASH CORP.**, alleges  
as follows:

**PARTIES**

1. The plaintiff, Intact Insurance Company, is a corporation organized and existing pursuant to the laws of Canada, with its principal place of business in Montreal, Quebec.
2. Intact is an affiliate of Atlantic Specialty Insurance Company, which is a corporation organized and existing pursuant to the laws of the State of New York, with its principal place of business in Plymouth, Minnesota.
3. Upon information and belief, defendant Western Resources Corp. is a corporation organized and existing pursuant to the laws of Canada, with its principal place of business in Vancouver, British Columbia.

4. Upon information and belief, defendant Western Potash Corp. is a corporation organized and existing pursuant to the laws of Canada, with its principal place of business in Regina, Saskatchewan.

5. Upon information and belief, Western Potash is a wholly owned subsidiary of Western Resources.

#### RELEVANT FACTS

6. To induce Intact and Atlantic Specialty to consider executing bonds, as surety, on behalf of Western Potash, on (or about) September 28, 2023, Defendants executed a General Indemnity Agreement (the "Indemnity Agreement") in favor of Intact and Atlantic Specialty.

7. The Indemnity Agreement contains various obligations that Defendants agreed to assume and perform in connection with and as consideration for the execution of surety bonds on Western Potash's behalf.

8. In paragraph 2 of the Indemnity Agreement, Defendants specifically agreed to:

exonerate, hold harmless, indemnify, and keep indemnified the Surety from and against any and all liability for losses, fees, costs and expenses of any kind or nature, including but not limited to, court costs, attorney's fees, accounting, and any other outside consulting fees and from and against any such losses and expenses which the Surety may sustain or incur, plus interest thereon, arising out of, directly or indirectly: (1) the Surety being requested by [Defendants] to execute or procure the execution of any Bonds; or (2) the Surety having executed or procured the execution of any Bonds on behalf of Principal; or (3) the failure of [Defendants] to perform or comply with any of the terms and conditions of this Agreement and/or (4) the

Surety enforcing any of the terms and conditions of this Agreement.

9. In paragraph 3 of the Indemnity Agreement, Defendants agreed to secure their obligations under paragraph 2 by providing Intact (or Atlantic Specialty) with collateral security:

[Defendants], upon demand of the Surety, at any time and for any reason . . . shall deliver to the Surety collateral in the form and amounts acceptable to the Surety in its sole and absolute discretion. Any acceptable collateral provided to the Surety by [Defendants] or any third party or the proceeds thereof, in whole or in part, may be held in the name of the Surety and applied to any obligations of [Defendants] under this Agreement.

10. In paragraph 8, Defendants agreed that the Indemnity Agreement would be governed by New York law and that any dispute relating thereto would be “subject to the exclusive jurisdiction of the state and/or federal courts located in the State of New York.”

11. On (or about) November 17, 2023, in specific reliance upon Defendants’ execution of the Indemnity Agreement and the promises they made and obligations they assumed therein, Intact, as surety, executed Decommissioning and Reclamation Surety Bond No. 800146982/962-022-212 on behalf of Western Potash, as principal, in favor of the Saskatchewan Minister of Environment, as obligee, in the penal sum of CAD \$4,308,342.00 (the “Decommissioning Bond”), in connection with Western Potash’s decommissioning and reclamation obligations relative to a potash mining operation in Saskatchewan.

12. Also on (or about) November 17, 2023, in specific reliance upon Defendants' execution of the Indemnity Agreement and the promises they made and obligations they assumed therein, Intact, as surety, executed Payment Demand Bond No. 800146983/962-022-213 on behalf of Western Potash, as principal, in favor of TransGas Limited, as obligee, in the penal sum of CAD \$216,000.00 (the "Payment Bond" and, with the Decommissioning Bond, the "Bonds").
13. Intact also required that 20% of the amount of the Bonds be collateralized.
14. Defendants satisfied this collateralization obligation by providing Intact with a CAD \$904,868.40 letter of credit issued by a bank in China.
15. Between the date of the Bonds and July 2025, certain events caused Intact to become concerned about its apparently increasing risk of a loss under the Bonds and about Defendants' ability to perform their obligations under the Indemnity Agreement.
16. For example, Intact learned that, in March 2025, Western Resources' stock was de-listed from the Toronto Stock Exchange.
17. According to financial information provided to Intact, Western Resources' net worth dropped from CAD \$245 million in 2024 to CAD \$125 million in 2025.
18. In addition, when Defendants were seeking the Bonds, they advised Intact that they expected to be producing potash product by November 2023.
19. As of July 2025, however, they still were not doing so.
20. As a consequence, in July 2025, Intact determined to increase the collateralized amount of the Bonds from 20% to 50%, and requested that, by August 15,

2025, Defendants provide CAD \$1,357,302.60 of additional collateral security in cash or an irrevocable letter of credit provided by a bank acceptable to Intact.

21. Defendants, through their surety agent, proposed satisfying Intact's request by having the investment fund that is Defendants' primary lender either provide the requested collateral or add itself as a party to the Indemnity Agreement and agree to perform the obligations contained therein.

22. By e-mail dated August 15, 2025, Defendants' surety agent forwarded an e-mail from the investment fund advising that it would not provide the collateral and would not execute the Indemnity Agreement.

23. The lender's refusal to satisfy Intact's request – as proposed by Defendants' agent – and Defendants' failure to provide Intact with the additional collateral requested caused Intact to become even more insecure, both about its risk of loss under the Bonds and about Defendants' inability to perform their obligations under the Indemnity Agreement.

24. By letter dated August 18, 2025, Intact demanded that, pursuant to paragraph 3 of the Indemnity Agreement, Defendants deposit additional collateral security of CAD \$3,819,655.00 with Intact.

25. This amount (CAD \$3,819,655.00) represented the unsecured amount of the Bonds and an additional CAD \$200,000.00 for anticipated attorney's fees and costs.

26. By letter dated August 25, 2025, Intact notified the Saskatchewan Ministry of Environment that it was cancelling the Decommissioning Bond, effective 60 days after the date of the notice.



27. By e-mail dated September 8, 2025, Defendants advised Intact that they would not comply with Intact's collateral demand.

28. By letter dated September 25, 2025, the Saskatchewan Ministry of Environment declared Western Potash to be in default, stated that Western Potash must replace the Decommissioning Bond prior to the effective date of its cancellation, and demanded a "written plan of action" from Western Potash by close of business on September 29, 2025.

29. By letter dated September 30, 2025, the Saskatchewan Ministry of Environment advised Intact that Western Potash failed to respond to its letter by the September 29 deadline and requested that Intact "investigate, respond, and ultimately provide a remedy under the Bond."

#### **FIRST CAUSE OF ACTION**

30. Intact repeats and reasserts the allegations contained in paragraphs 1 through 29 with the same force and effect as if set forth at length.

31. The Indemnity Agreement is a valid contract between Intact and Defendants.

32. Intact performed thereunder by executing the Bonds and otherwise has satisfied any other duties and obligations that it has thereunder.

33. Defendants have the ability to perform their obligation to deposit collateral security with Intact as demanded.

34. Defendants are in breach of the Indemnity Agreement by virtue of their failure to deposit collateral security as demanded.

35. Intact lacks an adequate remedy at law.

36. Intact is entitled to judgment against Defendants, jointly and severally, compelling them to specifically perform their obligation to deposit collateral security with Intact in the amount of CAD \$3,819,655.00.

### **SECOND CAUSE OF ACTION**

37. Intact repeats and reasserts the allegations contained in paragraphs 1 through 29 with the same force and effect as if set forth at length.

38. Defendants' failure and refusal to deposit collateral security with Intact as demanded is a breach of the Indemnity Agreement.

39. Intact is entitled to judgment against Defendants, jointly and severally, in the amount of CAD \$3,819,655.00.

**WHEREFORE**, Intact demands judgment against Defendants, jointly and severally:

(a) on the First Cause of Action, compelling Defendants to perform, specifically and immediately, their obligation to deposit CAD \$3,819,655.00 with Intact as collateral security as provided in paragraph 3 of the Indemnity Agreement;

(b) on the Second Cause of Action, against Defendants, jointly and severally, in the sum of CAD \$3,819,655.00;

(c) all of the above with interest, attorney's fees, costs, and disbursements;  
and

(d) awarding Intact such other and further relief as the Court deems just and proper.

Dated: February 25, 2026

**CHIESA SHAHINIAN & GANTOMASI PC**  
Attorneys for Plaintiff  
*Intact Insurance Company*

By: /s Adam P. Friedman  
Adam P. Friedman

11 Times Square, 34<sup>th</sup> Floor  
New York, New York 10036  
(212) 973-0572



This is **Exhibit “ L ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**Dated** 28 April 2022

---

**WESTERN POTASH CORP.**

**as Borrower**

**WESTERN POTASH HOLDINGS CORP.**

**and**

**0907414 BC LTD.**

**as Guarantors**

**WPC (JERSEY) LIMITED**

**as Original Lender**

**FACILITY AGREEMENT**

**FOR**

**UP TO USD EQUIVALENT OF CAD 85,000,000 TERM LOAN FACILITY**

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT (this **Agreement**) is dated 28 April 2022 and made between:

- (1) **WESTERN POTASH CORP.**, a company incorporated in Saskatchewan, Canada with registered number 102070431 and registered address at 1500-1874 Scarth Street, Regina, Saskatchewan, Canada, S4P 4E9 (the **Borrower**);
- (2) **0907414 B.C. LTD.**, a company incorporated in British Columbia, Canada with registered number BC0907414 and registered address at Suite 2500-666 Burrard Street, Vancouver, British Columbia, V6C 2X8, Canada (**0907414** and a **Guarantor**);
- (3) **WESTERN POTASH HOLDINGS CORP**, a company incorporated in British Columbia, Canada, incorporated under number BC1342742 with its registered office at Suite 2500 – 666 Burrard Street, Vancouver, British Columbia, Canada, V6C 2X8 (**Western Potash Holdings** and a **Guarantor**, and together with the Project Company, the **Guarantors**);
- (4) **WPC (JERSEY) LIMITED**, a company incorporated in Jersey under registered number 142314 with registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, as lender (the **Original Lender**).

IT IS AGREED as follows:

## INTERPRETATION

### 1 Definitions and Interpretation

#### Definitions

##### 1.1 In this Agreement:

**Accounts Agreements** means the agreement to be entered into pursuant to clause 4.1 (*Initial conditions precedent*) and entered into by the Borrower, the Account Bank and the Lender in relation to the operation of the Project Accounts

**Account Bank** means The Bank of Montreal, as appointed pursuant to the Accounts Agreement, or any successor account bank appointed thereunder

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**Applicable FX Rate** means, on any day and as determined by the Lender, in respect of an amount in CAD, the rate of exchange for the conversion of CAD into USD as published by The Bank of Canada as at the closing time of the Toronto Stock Exchange (or any successor to such exchange) on the prior day, and if the applicable rate of exchange is not available, another



published alternative will be selected by the Lender in good faith and in a commercially reasonable manner

**Approved Financial Model** means the Initial Approved Financial Model as amended, updated and replaced from time to time subject to, and in accordance with, the terms and conditions of this Agreement

**Approved Project Costs** means the costs provided for in the Approved Financial Model which are necessary and required to design, construct and operate the Project in the manner contemplated, in all material respects, by the Approved Project Plan, but excluding any Debt Service Finance Costs

**Approved Project Plan** means the Initial Approved Project Plan as amended, updated and replaced from time to time subject to, and in accordance with, the terms and conditions of this Agreement

**Arrangement Fee Amount** means an amount equal to CAD 1,275,000

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**Availability Period** means the period from and including Financial Close to and including the date falling twelve (12) months after Financial Close

**Available Cash Flow** means, without duplication, for any period:

- (a) Revenues received during such period; less
- (b) Project Costs paid during such period;

in each case on a “cash” rather than an “accruals” basis

**Available Resources** means, at any date before the Project Completion Date, the aggregate of:

- (a) the Available Facility; and
- (b) the amounts standing to the credit of the Project Accounts (other than the Debt Service Reserve Account)

**Available Facility** means the Lender's Commitment minus:

- (a) the aggregate amount of all previous Utilisations; and
- (b) in relation to any proposed Utilisation, the amount of any Utilisations that are due to be made on or before the proposed Utilisation Date

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Toronto, London, New York, Vancouver and Regina, Saskatchewan

**Calculation Date** means:

- (a) in relation to the Historic Debt Service Cover Ratio, 30 September 2023 and each Quarter Date thereafter; and
- (b) in relation to the Loan Life Cover Ratio, Financial Close and each Quarter Date thereafter

**Claims and Breaches Schedule** means the schedule provided to the Lender pursuant to clause 4.1 (*Initial conditions precedent*), setting out details of:

- (a) all unpaid and overdue amounts owing by any Obligor to a third party, including the name of the third party, the amount of the claim, the due date for such amount and the contract pursuant to which such amount is owed;
- (b) any litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency been started or (to the best of its knowledge and belief having made due and careful enquiry) threatened against any Obligor;
- (c) any breach of any Obligor's obligations under any Project Document; and
- (d) any ongoing dispute in connection with any Project Document

**Code** means the US Internal Revenue Code of 1986

**Commitment** means:

- (a) in relation to the Original Lender, \$85,000,000; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement

**Common Shares** means the common shares in the capital of Western Resources

**Compensation Proceeds** means any amounts payable to or received by, or for the account of, any Obligor as compensation for any loss related to the Project, after deducting any reasonable expenses which are incurred by any member of the Group with respect to the recovery or payment of such amounts to such Obligor and any Tax incurred or required to be paid by such Obligor in connection with such amount, including:

- (a) in relation to partial or total nationalisation, expropriation or compulsory purchase of the Project, any interest in the Project, any asset or right (irrespective of how that right is described) of any Obligor relating to the Project;
- (b) in respect of the release, inhibition, modification, suspension or cancellation of any rights, easements or covenants enjoyed by or benefiting the Project, or the imposition of any restrictions affecting the Project, or the grant of any easements or rights over or affecting the Project or any part of it;
- (c) in respect of refusal, revocation, suspension or modification of any Project Authorisation or other official permission, consent, authorisation or exemption or any other official order or notice restricting the construction or operation of the Project;
- (d) under or in respect of the Mining Leases or the Material Land Rights in connection with the termination, expiry or disposal of the Mining Leases or the Material Land Rights; and
- (e) in the nature of damages or compensation under, in relation to or in connection with any Material Project Document or Permitted Leasing Contract, including Performance Liquidated Damages,

but excluding Insurance Proceeds and Delay Liquidated Damages

**Competent Authority** means any governmental, supranational, local government, statutory or regulatory body or any subdivision thereof and/or any ministerial or governmental, quasi-governmental or other regulatory department, body, instrumentality, agency or official court or tribunal having jurisdiction over an Obligor or the Project

**Compliance Certificate** means a compliance certificate issued by the Borrower in the form set out in Schedule 6 (*Form of Compliance Certificate*) and duly signed by an authorised signatory of the Borrower

**Confidential Information** means all information relating to the Borrower, the Group, the Finance Documents or a Facility of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or a Facility from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Party, if the information was obtained by that Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 33 (*Confidentiality*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
- (iii) is known by the Lender before the date the information is disclosed to it in accordance with clauses (i) or (ii) above or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Group and which, in either case, as far as the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality

**Confidentiality Undertaking** means a confidentiality undertaking substantially in a form recommended by the LMA

**Construction Account** means an account designated as the "Construction Account", opened by the Borrower with the Account Bank and operated in accordance with the terms of the Accounts Agreement

**Construction Contract** means the construction contract to be entered into between the Borrower and Stuart Olson Prairie Construction Inc. and delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Construction Phase** means the period from the date of this Agreement until the date on which the first sale of potash from the Project is made by the Borrower

**Construction Phase Management Reports** means the monthly management reports delivered during the Construction Phase of the Project on the operational, environmental and health and safety performance of the Group's operations substantially in the form delivered to the Lender pursuant to clause 4.1 (*Conditions of Utilisation*) and incorporating the summarised financial results for (i) each of the Borrower and 0907414; (ii) the Borrower on a consolidated basis; and (iii) Western Potash Holdings on a consolidated basis

**Cost to Complete Certificate** means a certificate substantially in the form set out in Schedule 4 (*Form of Cost to Complete Certificate*) signed by an authorised signatory of the Borrower and provided by the Borrower to the Lender in relation to each proposed Utilisation in a sufficient level of detail (including, if reasonably requested by the Lender or the Technical Adviser, invoices or documentation evidencing the costs to which it relates) to enable the Lender and the Technical Adviser to verify the accuracy of such costs

**Debt Service Finance Costs** means for any period, the aggregate of all amounts required to be paid by the Borrower during such period by way of:

- (a) repayments of principal in respect of the Loans; and
- (b) interest, fees, commissions, costs and expenses to the Lender under the Finance Documents, less any interest paid from the Debt Service Reserve Account in accordance with clause 8.2(b)

**Debt Service Reserve Account** means an account designated as the “Debt Service Reserve Account”, opened by the Borrower with the Account Bank and operated in accordance with the terms of the Accounts Agreement

**Default** means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of determination, the fulfilment of any other condition or any combination of the foregoing) constitute an Event of Default

**Delay Liquidated Damages** means all sums payable to or received by, or for the account of, an Obligor under any of the Material Project Documents or any Permitted Leasing Contract as liquidated damages (howsoever defined) for delay in completion of the subject matter of the relevant Material Project Document or Permitted Leasing Contract, together with all other amounts representing the proceeds of any other security, bonds or guarantees payable to or received by an Obligor in lieu of such liquidated damages

**Disposal Proceeds** means the consideration receivable by an Obligor in any rolling twelve (12) month period (including any amount receivable in repayment of intercompany debt) for any disposal permitted by this Agreement made by that Obligor where such Disposal Proceeds when aggregated with all other Disposal Proceeds in that rolling twelve (12) month period exceed \$50,000, after deducting any reasonable expenses which are incurred by any member of the Group with respect to the recovery or payment of such amounts to such Obligor and any Tax incurred or required to be paid by such Obligor in connection with such amount

**Distribution** means, in respect of any Obligor:

- (a) any declaration of payment of any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital or its partnership interests);
- (b) any repayment or distribution of any dividend or share premium reserve;
- (c) any payment of any management, advisory or other fee to or to the order of an Affiliate of an Obligor or to any member of the Group (or an Affiliate of any member of the Group);

- (d) any redemption, repurchase, defeasance, retirement or repayment of any of its share capital or its partnership interests or any resolution to do so;
- (e) any payment of interest, principal or any other amount in respect of any shareholder or partner loans (including Subordinated Debt) or in respect of any Financial Indebtedness owed to any Affiliate, including any purchase by any Obligor of any shareholder or partner loans (including Subordinated Debt) or such Financial Indebtedness; or
- (f) any payment or discharge by way of set-off, counterclaim or otherwise in respect of Financial Indebtedness made by any Obligor to an Affiliate or in respect of shareholder loans (including Subordinated Debt)

**Disruption Event** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with a Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
  - (i) from performing its payment obligations under the Finance Documents; or
  - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted

**Environment** means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water)

**Environmental Claim** means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law

**Environmental Law** means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste

**Environmental Permit** means any permit, licence, wayleave, approval, filing, registration, exemption, consent and other authorisation and the filing of any notification, report or assessment required under any applicable Environmental Law for the operation of the Project or in order for any Obligor to comply with its obligations under the Transaction Documents or generally to operate the Project

**Environmental and Social Monitoring Report** means a monitoring report substantively in the form attached at Schedule 7 (*Form of Environmental and Social Monitoring Report*)

**Equivalent** means, in relation to an amount specified in a particular currency (the **first amount**), the net amount of any other currency which the Lender determines can be purchased with the first amount in the London foreign exchange market at or about 6.00 p.m. on the day on which the calculation falls to be made for spot delivery

**Event of Default** means any event or circumstance specified as such in clause 20 (*Events of Default*)

**Excess Cash Flow** means Available Cash Flow for a period, less:

- (a) scheduled principal and interest (including mandatory and voluntary prepayments and break costs) and other amounts, in each case, payable under the Finance Documents on or before the next Calculation Date; and
- (b) an amount equal to anticipated Approved Project Costs over the next 90 days

**Existing Lender** has the meaning given to that term in clause 21 (*Changes to the Lender*)

**Facility** means the term loan facility made available under this Agreement as described in clause 2 (*The Facility*)

**Facility Period** means the period from the date of this Agreement until all the obligations of the Obligors under the Finance Documents have been unconditionally and irrevocably discharged to the satisfaction of the Lender and no Commitment is in force, the expiry of which shall be promptly notified by the Lender to the Borrower

**FATCA** means:

- (c) sections 1471 to 1474 of the Code or any associated regulations;
- (d) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in clause (c) above; or
- (e) any agreement pursuant to the implementation of any treaty, law or regulation referred to in clauses (c) or (d) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction

**FATCA Deduction** means a deduction or withholding from a payment under a Finance Document required by FATCA

**FATCA Exempt Party** means a Party that is entitled to receive payments free from any FATCA Deduction

**FB Burrard** means FB Burrard Development Limited Partnership, a company incorporated in British Columbia, Canada, incorporated under registered number LP723697 with its registered office at 1625 West 5th Avenue, Vancouver, British Columbia, Canada, V6J 1N5

**Final Operational Completion** means the date on which the Lender (in consultation with the Technical Adviser) confirms to the Borrower that the for a period of three (3) consecutive months at any time after Interim Operational Completion and before the Final Operational Completion Longstop Date, the Project has achieved the following operational results to the satisfaction of the Lender:

- (a) Well Performance Test: a minimum of 280 cubic meters per hour has been pumped from the cavern network at a concentration of 152 g/l KCl, or the equivalent contained KCl content of 11.8 tonnes per hour has been produced;
- (b) Plant Throughput Test: the dredge has run for an average of 100% nameplate capacity as per the manufacturer process design criteria for a consecutive period of 30 days during the 3-month test period;



- (c) Plant Production Rate Test: a minimum of 11,560 dry tonnes of MOP, each with a minimum of 95.6% KCl grade and otherwise meeting the specifications required by the Offtake Agreement, has been produced by the plant during the such 3-month test period; and
- (d) Production Cost Test: the sum of the total operating costs (including all expenses arising out of the product sales, including transport and marketing costs; excluding depreciation and royalties) and sustaining capital costs per tonne of potash production is not more than CAD265/t (as such threshold shall be adjusted for inflation following Financial Close by the Canadian Consumer Price Index reported by the Statistics Canada)

**Final Operational Completion Longstop Date** means 31 August 2024

**Final Repayment Date** means the date which is six (6) years after Financial Close

**Finance Documents** means:

- (a) this Agreement;
- (b) at any time whilst the Lender and the Royalty Holder are Affiliates, the Royalty Agreement;
- (c) the Warrants;
- (d) each Security Document;
- (e) the Subordination Agreement;
- (f) the Tairui Subordination Agreement;
- (g) the Accounts Agreement; and
- (h) any other document designated as such by the Lender and the Borrower

**Financial Close** means the date on which the Lender gives notice to the Borrower under clause 4.1 (*Initial conditions precedent*)

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed, including interest thereon (whether capitalised or accrued);
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold or discounted on a non-recourse basis and meet any requirement for de-recognition under IFRS);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement and any other prepayment, streaming or royalty arrangement) of a type not referred to in any other clause of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of that derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee for any of the items referred to in clauses (a) to (h) above

**Financial Year** means each period of twelve calendar months ending on 30 September

**Funding Shortfall** means, on any date, that the Available Resources are less than the costs anticipated to be incurred by the Obligors in connection with the Project and required to achieve the Project Completion Date in the manner contemplated by the Approved Project Plan

**Gas Supply Agreement** means the gas supply agreement entered into between the Borrower and TransGas Limited in connection with the Project dated 20 June 2018

**Good Industry Practice** means, at any particular time, those practices, methods, activities, techniques and standards as are in accordance with sound international mining industry standards, including in relation to mining projects in Saskatchewan

**Group** means:

- (a) the Obligors; and
- (b) the Sponsors

**Group Structure Chart** means the group structure chart showing the Group, provided to the Lender pursuant to clause 4.1 (*Initial conditions precedent*) and as updated from time to time in accordance with clause 17.27(e) (*Information: miscellaneous*)

**Historic Debt Service Cover Ratio** means, in respect of any Calculation Date, the ratio of **A** to **B**, where:

- (a) **A** is Available Cash Flow; and
- (b) **B** is Debt Service Finance Costs,

in each case, for the applicable Historic Debt Service Cover Ratio Measurement Period, provided that in the case of any Historic Debt Service Cover Ratio Measurement Period referred to in paragraph (a) of that definition, the Historic Debt Service Cover Ratio shall be calculated on an annualised basis

**Historic Debt Service Cover Ratio Measurement Period** means:

- (a) in relation to the Calculation Date falling prior to 30 June 2024, the immediately preceding three (3)-month period ending on such date; and
- (b) in relation to the Calculation Date falling on 30 June 2024 and for each Calculation Date thereafter, the immediately preceding twelve (12)-month period ending on such date

**Holding Company** means, in relation to a person, any other person in respect of which it is a Subsidiary

**IFRS** means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements

**Initial Approved Project Plan** means the project plan developed by the Borrower and delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Initial Approved Financial Model** means the financial model developed by the Borrower and delivered to the Lender in accordance with clause 4.1 (*Initial conditions precedent*)

**Insurance Proceeds** means any amount payable by insurers or reinsurers in respect of the Insurances, including proceeds of claims, return premiums and ex gratia payments after deducting any reasonable expenses which are incurred by any member of the Group with respect to the recovery or payment of such amounts and any Tax incurred or required to be paid by such member of the Group in connection with such amount

**Insurance Report** means the insurance report delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*) and prepared by BKS Partners in connection with the Project addressed to, and/or capable of being relied upon by, the Lender

**Insurance Schedule** means the document delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*) setting out the requirements for the Insurances, including any endorsements required by the Lender

**Insurances** means any and all of the contracts of insurance and reinsurance that an Obligor is required to procure and maintain in accordance with clause 19.41 (*Insurances*)

**Insurer** means at any relevant time, any insurer with whom any Insurances have been placed

**Intercreditor Agreement** means the intercreditor agreement to be entered into between the Lender and the Royalty Holder pursuant to clause 4.1 (*Initial conditions precedent*)

**Interest Payment Date** means the last Business Day of each Interest Period

**Interest Period** means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.4 to 8.6 (*Default interest*)

**Interim Operational Completion** means the date on which the Lender (in consultation with the Technical Adviser) confirms to the Borrower that the for a period of three (3) consecutive months at any time after Physical Completion and before the Interim Operational Completion Longstop Date, the Project has achieved the following operational results to the satisfaction of the Lender:

- (a) Well Performance Test: a minimum of 200 cubic meters per hour has been pumped from the cavern network at a concentration of 138 g/l KCl, or the equivalent contained KCl content of 7.6 tonnes per hour has been produced;
- (b) Plant Throughput Test: the dredge has run for an average of 50% nameplate capacity as per the manufacturer process design criteria for a consecutive period of 30 days during the 3-month test period; and
- (c) Plant Production Rate Test: a minimum of 5,170 dry tonnes of MOP, each with a minimum of 95.6% KCl grade and otherwise meeting the specifications required by the Offtake Agreement, has been produced by the plant during the such 3-month test period

**Interim Operational Completion Longstop Date** means 31 January 2024

**Legal Due Diligence Report** means the due diligence and title report delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*) and addressed to the Lender

**Lender** means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 21 (*Changes to the Lender*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement

**LMA** means the Loan Market Association

**Loan** means a loan made under the Facility or the principal amount outstanding of that loan (taking into account the OID)

**Loan Life Cover Ratio** means, in respect of any Calculation Date, the ratio of **A** to **B** where:

- (a) **A** is the net present value (discounted at 8%) of projected Available Cash Flow from such Calculation Date to the Final Repayment Date; and
- (b) **B** is the aggregate of all the Loans outstanding on such Calculation Date,

calculated in accordance with the then current Approved Financial Model and in calculating the Loan Life Cover Ratio, it shall be assumed that all payments and all transfers between Project Accounts due to be made on the relevant Calculation Date are in fact made

**Margin** means in relation to any Loan, 12.5% per annum

**Market Report** means a report produced by Argus Research, CRU Group or such other market consultant as the Lender may approve, in each case setting out the anticipated forward-looking market potash prices until the Final Maturity Date, as adjusted to reflect MOP potash pricing FOB the Project

**Material Adverse Effect** means the effect of any event, circumstance or effect (either individually or when taken into consideration with any other event, circumstance or effect) which, in the opinion of the Lender is, or is reasonably likely to be, materially adverse to:

- (a) the ability of any Obligor to perform or comply with any of its payment or other material obligations under any Finance Document or the Royalty Agreement;
- (b) the business, operations, assets or financial condition of an Obligor as forecast by the Initial Approved Project Plan (including its ability to obtain, maintain or comply with any Authorisations required for the Project);
- (c) the technical (including without limitation any technical, environmental, governmental or social considerations) prospects of the Project; or

- (d) the validity, legality or enforceability of, or on the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of the Finance Documents or the Intercreditor Agreement or the rights or remedies of the Lender under any of the Finance Documents or the Intercreditor Agreement

**Material Land Rights** means:

- (a) the surface parcel #108056954, located at NW Sec 20 Twp 14 Rge 17 W2 Extension 0, as described on certificate of title 86R62081; and
- (b) the surface parcel #108056965, located at NE Sec 20 Twp 14 Rge 17 W2 Extension O, as described on certificate of title 86R62081

**Material Project Document** means each of:

- (a) the Construction Contract;
- (b) the Offtake Agreement;
- (c) the Power Supply Agreement;
- (d) the Gas Supply Agreement;
- (e) if at any time the Royalty Holder and the Lender are not Affiliates, the Royalty Agreement and the Royalty Security Documents;
- (f) the Mining Leases;
- (g) the Material Land Rights; and
- (h) any other contract entered or to be entered into by an Obligor, where such contract has an aggregate value of greater than \$500,000 (or its equivalent in any other currency)

**Mining Lease** means any Crown mineral or subsurface mineral lease(s) issued or granted to the Borrower by the Crown in right of Saskatchewan under Applicable Law including without limitation Subsurface Mineral Lease #KLSA 008 dated November 16, 2010 granted by Her Majesty the Queen in right of the Province of Saskatchewan in favour of the Borrower as lessee under the *Crown Minerals Act (Saskatchewan)*, as amended or supplemented from time to time, granting the Borrower the right to extract minerals from the area in, on or under all or part of the land covered by such Mining Lease (NTS Map Reference: 72-I-01 & 72-I-02 and 72-I-08)

**Month** means a period starting on one day (D) in a calendar month and ending on D-1 in the next calendar month, except that:

- (a) (subject to clause (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period

**New Lender** has the meaning given to that term in clause 21 (*Changes to the Lender*)

**NI 43-101** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*, of the Canadian Securities Administrators

**Obligor** means the Borrower or a Guarantor

**Obligors' Agent** means the Borrower, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 1.12 (*Obligors' agent*)

**Offtake Agreement** means the potash sales agreement between the Borrower and ADM Agri-Industries Company dated 25 October 2018, as amended on 13 January 2021 and as further amended on 25 March 2022

**OID** has the meaning given to that term in clause 2.1 (*The Facility*)

**Operating Budget** means the operating budget delivered to the Lender pursuant to clause 4.1 (*Initial conditions of Utilisation*) as updated from time to time in accordance with clauses 17.14 to 17.17 (*Operating Budget*)

**Operations Phase** means the period from the date on which the first sale of potash from the Project is made by the Borrower until the end of the Facility Period

**Operations Phase Management Reports** means the monthly management reports delivered during the Operations Phase on the operational, environmental and health and safety performance of the Group's operations substantially in the form delivered to the Lender pursuant to clause 4.1 (*Conditions of Utilisation*)

**Original Financial Statements** means, in relation to each Obligor, its financial statements for its Financial Year ended 30 September 2021

**Party** means a party to this Agreement

**Payment Cascade** means:

- (a) prior to the date on which the Lender serves a notice contemplated by clause 20.44 (*Acceleration*), the order for priority of payments set out in clause 25.1 (*Payment cascade prior to acceleration*); and
- (b) on and from the date on which the Lender serves a notice contemplated by clause 20.44 (*Acceleration*), the order for priority of payments set out in clause 25.2 (*Payment cascade after acceleration*)

**Payout Letter** means, in relation to the Unpaid Claims, a payout letter entered into between the relevant Obligor and the third party in relation to such Unpaid Claim, in form and substance satisfactory to the Lender

**Performance Liquidated Damages** means all sums payable to or received by an Obligor under any of the Material Project Documents or any Permitted Leasing Contract as liquidated damages for shortfalls in performance, together with all other amounts representing the proceeds of any other security, bonds or guarantees payable to or received by an Obligor in lieu of such liquidated damages

**Permitted Financial Indebtedness** means:

- (a) Financial Indebtedness arising under the Finance Documents;
- (b) Financial Indebtedness owing by any Obligor to another member of the Group, provided that:
  - (i) it is subject to the Security Documents; and
  - (ii) it is Subordinated Debt;
- (c) Financial Indebtedness owing by the Borrower pursuant to the Tairui Loan Agreement, provided that it is subject to the Security Documents and the Tairui Subordination Agreement;
- (d) any trade or other similar unsecured indebtedness incurred by an Obligor in the ordinary course of business, provided that the aggregate amount of such indebtedness is no more than \$50,000 (or its equivalent in other currencies);
- (e) any Permitted Guarantee;



- (f) Financial Indebtedness incurred under the Permitted Leasing Contracts provided that the aggregate contract price of all such Permitted Leasing Contracts is no more than \$100,000 (or its equivalent in other currencies); and
- (g) any other Financial Indebtedness permitted by the Lender from time to time

**Permitted Guarantee** means:

- (a) any guarantee which is given under the Finance Documents;
- (b) any guarantee which constitutes Permitted Financial Indebtedness (other than as a result of paragraph (e) of that definition); or
- (c) any other guarantee given with the prior written consent of the Lender

**Permitted Leasing Contract** means any finance lease or other contract for the lease or sale and leaseback in each case of equipment for use in the Project entered into by the Borrower from time to time

**Permitted Security** means:

- (a) any netting or set-off arrangement entered into by an Obligor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (b) any lien arising by operation of law and in the ordinary course of business and not as a result of any default or omission by any Obligor;
- (c) any Security or Quasi-Security arising in the ordinary course of business in connection with government contracts, workers' compensation, unemployment insurance and other types of social security including but not limited to any Security or Quasi-Security provided in favour of any Competent Authority;
- (d) any Security or Quasi-Security entered into pursuant to any Finance Document;
- (e) any Security or Quasi-Security entered into pursuant to the Royalty Security Documents;
- (f) any Security or Quasi-Security entered into to secure the Unpaid Claims, provided that:
  - (i) such Unpaid Claim is subject to a Payout Letter; and
  - (ii) such Security or Quasi-Security is released upon receipt by the relevant creditor of the amount specified in the Payout Letter;
- (g) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods

supplied to any Obligor in the ordinary course of business and on the supplier's standard or usual terms and not arising as a result of any default or omission by such Obligor, other than any such Security or Quasi-Security arising under any Permitted Leasing Contract;

- (h) any Security or Quasi-Security arising as a consequence of any Permitted Leasing Contract permitted pursuant limb (h) of the definition of "Permitted Financial Indebtedness"; and
- (i) any other Security or Quasi-Security permitted by the Lender from time to time

**Physical Completion** means the date on which the Lender (in consultation with the Technical Adviser) confirms to the Borrower that the following criteria have been met to the satisfaction of the Lender:

- (a) the construction of the facilities and infrastructure relating to the Project has been completed in accordance with the Construction Contract and substantially in accordance with the Approved Project Plan;
- (b) the Borrower has accepted that all works performed by the contractors are in accordance with the Material Project Documents;
- (c) all bills for the construction of the Project have been paid in accordance with relevant commercial documentation; and
- (d) outstanding works are identified on agreed punch lists

**Physical Completion Longstop Date** means 30 June 2023

**Power Supply Agreement** means the power supply agreement entered into between the Borrower and Saskatchewan Power Corporation in connection with the Project dated 24 May 2021

**Project** means the Milestone potash property located in southern Saskatchewan, approximately 35 kilometres (km) southeast of Regina, including all future improvements thereto and all plant, operating equipment and other fixtures, as well as all supporting roads, pipelines, tailings management areas, waste-rock disposal site, water pumping, treatment and sewage, electricity and natural gas, buildings and other infrastructure

**Project Accounts** means:

- (a) the Construction Account;
- (b) the Debt Service Reserve Account; and

- (c) such other accounts opened by the Borrower with the Account Bank with the prior written consent of the Lender from time to time

**Project Authorisations** means all licences, permits, wayleaves, approvals, filings, registrations, exemptions, authorisations and consents (including any environmental or social permits and visas) necessary or desirable in connection with the Transaction Documents, the Project and all activities related to the Project including, without limitation, the Authorisations set out in Schedule 3 (*Project Authorisations*)

**Project Completion Date** means the date on which the Lender (in consultation with the Technical Adviser) confirms to the Borrower that Physical Completion and Final Operational Completion has occurred

**Project Costs** means all costs incurred by the Borrower in connection with the design, construction and operation of the Project, excluding any Debt Service Finance Costs

**Project Document** means:

- (a) the Material Project Documents; and
- (b) any other agreement entered into by an Obligor or the Sponsors relating to the Project, other than the Finance Documents

**Public Disclosure Documents** means all documents filed by Western Resources with the Securities Commissions and available on SEDAR under Western Resources' profile

**Quarter** means each period of three calendar Months ending on a Quarter Date

**Quarter Date** means each of 31 March, 30 June, 30 September and 31 December

**Quasi-Security** means an arrangement or transaction to:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

**Quotation Day** means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period

**Related Fund** in relation to a fund (the **first fund**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund

**Reorganisation** means the incorporation of Western Potash Holdings as a wholly-owned Subsidiary of Western Resources and the transfer of 100% of the issued share capital in the Borrower from Western Resources to Western Potash Holdings

**Repayment Date** means each repayment date specified in Schedule 5 (*Repayment Schedule*)

**Repayment Instalment** means each repayment instalment specified in the table set out in Schedule 5 (*Repayment Schedule*)

**Repeating Representations** means each of the representations set out in clause 16 (*Representations*) other than those in clauses 16.20 to 16.21 (*Original Financial Statements*), 16.34 (*No filing or stamp taxes*) and 16.35 (*Taxation*)

**Representative** means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian

**Restricted Party** means a person that is:

- (a) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; or
- (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions

**Revenues** means, (without double counting) in relation to any period, all amounts received by the Borrower (excluding, for the avoidance of doubt, (i) any amounts made available under the Finance Documents, (ii) any Equity Contributions and (iii) Insurance Proceeds other than those set out in paragraph (c) below), including in respect of:

- (a) all amounts received under the Material Project Documents;
- (b) interest and income in respect of the Project Accounts, but only if the amount does not form part of the balance required to be maintained in a Project Account in accordance with the Finance Documents;

- (c) Insurance Proceeds only in relation to delay in start-up and business interruption (including loss of profit and loss of revenue) Insurances paid to the Borrower;
- (d) Delay Liquidated Damages paid to the Borrower;
- (e) Tax refunds (including any amounts received under any tax incentive schemes or interest rate subsidies); and
- (f) all net amounts received from the sale of potash and other products produced from the Project (for the avoidance of doubt, less any royalties paid under the Royalty Agreement or otherwise),

in each case on a "cash" rather than an "accruals" basis

**Royalty Agreement** means the gross revenue royalty agreement entered into between the Borrower (as grantor) and the Royalty Holder on or about the date of this Agreement and provided to the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Royalty Holder** means WPC Royalty Corp. and its successors in title, permitted assigns and permitted transferees

**Royalty Security Documents** means:

- (a) the general security agreement creating second ranking security over certain mining assets of the Borrower to be entered into by the Borrower in favour of the Royalty Holder pursuant to the Royalty Agreement;
- (b) the Saskatchewan law debenture creating second ranking security over certain mining assets of 0907414 to be entered into by 0907414 in favour of the Royalty Holder to be entered into pursuant to the Royalty Agreement; and
- (c) the Saskatchewan law debenture creating second ranking security over certain mining assets of the Borrower to be entered into by the Borrower in favour of the Royalty Holder to be entered into pursuant to the Royalty Agreement

**Sanctions** means the economic sanctions laws, regulations, embargoes or similar restrictive measures administered, enacted or enforced by:

- (a) the government of the US;
- (b) the United Nations;
- (c) the European Union;
- (d) the government of the United Kingdom;

- (e) the government of Canada; or
- (f) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, and Her Majesty's Treasury (**HMT**),

(together the **Sanctions Authorities**)

**Sanctions List** means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities

**Sanctions Permitted Action** means an action which, in relation to any applicable Sanctions, is licensed or otherwise authorised by each relevant Sanctions Authority, and provided that such action would not cause the Lender or member of the Group to be in breach of any Sanctions

**Securities Commission** means the applicable securities commission or securities regulatory authority in each of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario

**Security** means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction

**Security Documents** means:

- (a) the British Columbia law share pledge creating a first ranking pledge over all of the issued shares in the Borrower to be entered into by Western Potash Holdings in favour of the Lender to be entered into pursuant to clause 4.1 (*Initial conditions precedent*);
- (b) the Saskatchewan law share pledge agreement creating a first ranking pledge over all of the issued shares in 0907414 to be entered into by the Borrower in favour of the Lender to be entered into pursuant to clause 4.1 (*Initial conditions precedent*);
- (c) the Saskatchewan law debenture creating first ranking security over all of the assets of 0907414 to be entered into by 0907414 in favour of the Lender to be entered into pursuant to clause 4.1 (*Initial conditions precedent*);
- (d) the Saskatchewan law debenture creating first ranking security over certain mining assets of the Borrower to be entered into by the Borrower in favour of the Lender to be entered into pursuant to clause 4.1 (*Initial conditions precedent*);

- (e) the general security agreement creating first ranking security over the assets of the Borrower to be entered into by the Borrower in favour of the Lender pursuant to clause 4.1 (*Initial conditions precedent*); and
- (f) the general security agreement creating first ranking security over the assets of Western Potash Holdings to be entered into by Western Potash Holdings in favour of the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Sponsors** means Western Resources and, on and from the Vantage Acquisition, Vantage

**Subordinated Creditor** has the meaning given to it in the Subordination Agreement

**Subordinated Debt** means any loan made by any Subordinated Creditor to an Obligor which is subordinated to the Loans under the Subordination Agreement

**Subordinated Debt Documents** means each loan agreement and each other document regulating the terms of any Subordinated Debt

**Subordination Agreement** means the subordination agreement entered into or to be entered into between each of the Obligors, the Royalty Holder and the Lender and provided to the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Subscription Agreement** means the subscription agreement dated 16 February 2022 entered into between Western Resources, Vantage, Western Potash Holdings and the Borrower in relation to the subscription for shares by Vantage in Western Potash Holdings

**Subsequent Vantage Acquisition** means, at any time after the completion of the Vantage Acquisition, any further acquisition by Vantage of up to eleven per cent (11%) of the issued share capital in Western Potash Holdings in aggregate on terms (including price) equivalent to those set out in the Subscription Agreement

**Subsidiary** means any company or entity directly or indirectly controlled by another person, for which purpose **control** means either ownership of more than 50 per cent of the voting share capital (or equivalent right of ownership) of that company or entity, or power to direct its policies and management, whether by contract or otherwise

**Tairui Loan** means the CAD 35,000,000 facility established by Tairui Mining Inc. in favour of the Borrower pursuant to the Tairui Loan Agreement as amended pursuant to an amendment agreement provided to the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Tairui Loan Agreement** means the loan agreement in relation to the Tairui Loan entered into between the Borrower and Tairui Mining Inc. on or around 12 September 2019, as amended pursuant to the Tairui Subordination Agreement

**Tairui Subordination Agreement** means the subordination agreement to be entered into between the Borrower, Tairui Mining Inc. and the Lender in relation to the Tairui Loan Agreement and provided to the Lender pursuant to clause 4.1 (*Initial conditions precedent*)

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature including stamp duties and VAT (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

**Tax Due Diligence Report** means the tax due diligence report delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*) and prepared by Ernst & Young LLP in connection with the Project addressed to, and/or capable of being relied upon by, the Lender

**Technical Adviser** means AL Watson Enterprises Ltd. or such other adviser as notified by the Lender to the Borrower from time to time

**Total Commitments** means the aggregate of the Commitments, being, at the date of this Agreement, the USD Equivalent of CAD 85,000,000 at the date of this Agreement

**Transaction Documents** means:

- (a) the Finance Documents;
- (b) the Subordinated Debt Documents; and
- (c) the Project Documents

**Transaction Security** means the Security created or expressed to be created in favour of the Lender pursuant to the Security Documents

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from any fluctuation in any rate or price (including, for certainty, any interest rate, foreign exchange or commodity derivatives transaction)

**Unpaid Claims** means any claim set out in the Claims and Breaches Schedule

**Unpaid Sum** means any sum due and payable but unpaid by the Borrower under the Finance Documents

**USD Equivalent** means, in respect of any amount in CAD, the equivalent of that amount in USD as determined by the Lender by applying the Applicable FX Rate to that amount

**Utilisation** means a utilisation of the Facility

**Utilisation Date** means, in relation to a Loan, the date, being a Business Day, on which it is, or is to be, drawn down



**Utilisation Request** means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*), duly completed by the Borrower

**Vantage** means Vantage Chance Ltd., a limited liability company incorporated in the British Virgin Islands with company number 1775233 and registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, British Virgin Islands VG1110

**Vantage Acquisition** means the acquisition by Vantage of up to fifty four per cent (54%) of the issued share capital in Western Potash Holdings in accordance with and for the price set out in the Subscription Agreement

**VAT** means value added tax and any other tax of a similar nature

**Warrants** means the warrants to be issued pursuant to clause 4.1 (*Initial conditions precedent*) in the form set out in Schedule 9 (*Form of Warrant*)

**Western Resources** means Western Resources Corporation, a company incorporated in British Columbia, Canada incorporated under number BC1103966 with its registered office at Suite 2500 – 666 Burrard Street, Vancouver, British Columbia, Canada, V6C 2X8

## **Interpretation**

1.2 Unless a contrary indication appears, any reference in this Agreement to:

- (a) the **Lender**, or any **Party** shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and the Intercreditor Agreement;
- (b) a document or its form shall be construed as being **approved** if it is identified as such by the relevant person(s) or their respective legal advisers;
- (c) **assets** includes present and future properties, revenues and rights of every description;
- (d) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (e) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) **including** (and with correlative meaning **include**) means including without limitation, and shall be construed without limiting the generality of any description preceding such term;

- (g) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (h) a provision of law or regulation is a reference to that provision or regulation as amended or re-enacted;
- (i) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having full force of law, which is generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- (j) a time of day is a reference to London time.

- 1.3 Section, clause and Schedule headings are for ease of reference only.
- 1.4 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- 1.5 The Parties agree that if and whenever the Lender is expressed to be required to act "reasonably" the Lender shall be deemed to have so acted if, and to the extent that, it relies in good faith upon information, reports or advice provided by any of its advisers.
- 1.6 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been waived.

#### **Currency symbols and definitions**

- 1.7 "CAD" and "Canadian dollars" denote the lawful currency of Canada.
- 1.8 "\$", "USD" and "US dollars" denote the lawful currency of the United States of America.

#### **Third party rights**

- 1.9 Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or to enjoy the benefit of any term of this Agreement.
- 1.10 Notwithstanding any term of any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

### **Conflict of Documents**

- 1.11 The terms of the Finance Documents are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any other Finance Document the provisions of this Agreement shall prevail.

### **Obligors' agent**

- 1.12 Each Obligor (other than the Borrower) by its execution of this Agreement irrevocably appoints the Borrower (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

- (a) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Lender and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and
- (b) the Lender to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Borrower,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- 1.13 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

### **The Facility**

## **2 The Facility**

- 2.1 Subject to the terms of this Agreement, the Lender makes available to the Borrower a US dollar term loan facility in an aggregate amount equal to the Total Commitments at a price equal to the USD Equivalent of CAD 881.44 per CAD 1,000 of the Total Commitments, reflecting an original issue discount of 11.856% (the **OID**).

- 2.2 For the avoidance of doubt, once drawn, the principal amount outstanding under the Facility shall be equal to the Total Commitments, but the Lender shall only be obliged to disburse the USD Equivalent of CAD 74,922,400 in Loan proceeds (less any other deductions it is entitled to make under this Agreement).

### **3 Purpose**

#### **Purpose**

- 3.1 The Borrower shall, and shall procure that 0907414 shall, apply all amounts borrowed pursuant to the first Utilisation of the Facility towards:
- (a) firstly, the payment of the Unpaid Claims;
  - (b) secondly, the funding of the Debt Service Reserve Account in an amount equal to sixty four per cent. (64%) of the interest payable on the Loan to subject of such Utilisation from the date of such Utilisation until the first Interest Payment Date following the first anniversary of Financial Close;
  - (c) thirdly, towards the payment of any fees, costs and interest associated with the Facility;
  - (d) fourthly, towards the reimbursement of any amounts paid by Western Resources towards the settlement of Project Costs and other amounts incurred by Western Resources in connection with third party bridge loans in accordance with the Approved Project Plan and the Operating Budget and which have been approved by the Lender for reimbursement; and
  - (e) to the extent any funds remain after satisfying paragraphs (a) to (d) above, the funding of the Construction Account, to be applied towards the funding requirements of the Project in accordance with the Approved Project Plan and the Operating Budget.
- 3.2 The Borrower shall apply all amounts borrowed pursuant to the second Utilisation towards the funding of the Construction Account, to be applied towards the funding requirements of the Project in accordance with the Approved Project Plan and the Operating Budget .

#### **Monitoring**

- 3.3 The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

## 4 Conditions of Utilisation

### Initial conditions precedent

- 4.1 The Borrower shall not deliver a Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Lender. The Lender shall notify the Borrower promptly upon being so satisfied.

### Further conditions precedent

- 4.2 Subject to clause 4.1 (*Initial conditions precedent*), the Lender will only be obliged to comply with clause 5.7 (*Lender's participation*) if:

- (a) on the date of the Utilisation Request and on the proposed Utilisation Date:
  - (i) no Default has occurred and is continuing and no Default would result from the making of the proposed Loan; and
  - (ii) the Repeating Representations to be made by the Obligors are true and correct in all material respects;
- (b) in relation to each Utilisation other than the first Utilisation:
  - (i) the balance standing to the credit of the Debt Service Reserve Account is an amount equal to:
    - (A) 64% of the interest payable on the Loan to subject of such Utilisation from the date of such Utilisation until (A) at any time before the satisfaction of the conditions set out in clause 19.65 (*Conditions subsequent*), the first Interest Payment Date following the first anniversary of Financial Close or (B) at any time after the satisfaction of the conditions set out in clause 19.65 (*Conditions subsequent*), the first Interest Payment Date following the date which is six months after Financial Close; PLUS
    - (B) 64% of the interest payable on any Loan the subject of any prior Utilisation from the date of such prior Utilisation until (A) at any time before the satisfaction of the conditions set out in clause 19.65 (*Conditions subsequent*), the first Interest Payment Date following the first anniversary of Financial Close, or (B) at any time after the satisfaction of the conditions set out in clause 19.65 (*Conditions subsequent*), the first Interest Payment Date following the date which is six months after Financial Close; LESS

- (C) any amounts paid to the Lender from the Debt Service Reserve Account pursuant to clause 8.2(a) (*Interest*) prior to the date of such Utilisation;
- (ii) the Borrower has delivered a Cost to Complete Certificate to the Lender and the Technical Adviser with the Utilisation Request and the Cost to Complete Technical Adviser has delivered a confirmation to the Lender (in form and substance satisfactory to the Lender) that it does not disagree with any matters, in any material respect, set out in the Cost to Complete Certificate;
- (iii) the Borrower has delivered evidence satisfactory to the Lender that no Funding Shortfall exists on the date of the Utilisation Request or the Utilisation Date or, based on the information available at such time, will occur;
- (iv) the Borrower has satisfied the conditions subsequent at clauses 19.65 (*Conditions subsequent*),

in each case in form and substance satisfactory to the Lender.

### **Utilisation**

## **5 Utilisation**

### **Delivery of a Utilisation Request**

- 5.1 The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request:
- (a) in respect of the first Utilisation, on Financial Close (or such later date as the Borrower and the Lender may agree in writing); and
  - (b) in respect of all other Utilisations, at least twelve (12) Business Days before the proposed Utilisation Date (or such shorter period as the Borrower and the Lender may agree in writing).

### **Completion of a Utilisation Request**

- 5.2 Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
- (a) the proposed Utilisation Date is a Business Day within the Availability Period;
  - (b) the currency of the Utilisation comply with clauses 5.6 (*Currency*);

- (c) in relation to the first Utilisation, the proposed Utilisation Date and amount comply with clause 5.4 (*First Utilisation*);
- (d) in relation to the second Utilisation, the proposed Utilisation Date and amount comply with clause 5.5 (*Second Utilisation*);
- (e) in respect of the first Utilisation, the proposed use of proceeds of the Loan specified in it complies with clause 3.1 (*Purpose*); and
- (f) in respect of each Utilisation other than the first Utilisation, the proposed use of proceeds of the Loan specified in it complies with clause 3.2 (*Purpose*).

5.3 Only one Loan may be requested in a Utilisation Request.

#### **First Utilisation**

5.4 Without prejudice to the other provisions of the Finance Documents, the Borrower shall deliver to the Lender on Financial Close (or such later date as the Borrower and the Lender may agree in writing) a duly completed Utilisation Request in respect of the first Utilisation which specifies:

- (a) as the Utilisation Date, Financial Close (or such other date as the Borrower and the Lender may agree); and
- (b) the USD Equivalent of CAD 45,000,000 as at the date of this Agreement (or such other amount as the Borrower and the Lender may agree) as the amount of the proposed Utilisation.

#### **Second Utilisation**

5.5 Without prejudice to the other provisions of the Finance Documents, the Borrower shall deliver to the Lender a duly completed Utilisation Request in respect of the second Utilisation which specifies:

- (a) as the Utilisation Date, a date no earlier than three (3) months after Financial Close (or such other date as the Borrower and the Lender may agree); and
- (b) the USD Equivalent of CAD 29,922,400 at the date of this Agreement (or such other amount as the Borrower and the Lender may agree) as the amount of the proposed Utilisation.

#### **Currency**

5.6 The currency specified in a Utilisation Request must be in US or Canadian dollars, provided that the Utilisation shall be made in US dollars.

**Lender's participation**

- 5.7 If the conditions set out in this Agreement have been met, the Lender shall make each Loan available by the Utilisation Date.

**Cancellation of Commitment**

- 5.8 The Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

**Repayment, prepayment and cancellation****6 Repayment****Repayment of Loans**

- 6.1 The Borrower shall repay the Loans made to it by repaying on each Repayment Date an amount which reduces the amount of the outstanding Loans by the lesser of (a) the amount specified opposite such Repayment Date in Schedule 5 (*Repayment Schedule*) (subject to adjustment for any interest capitalised in accordance with clause 8 (*Interest*)) and (b) the total amount of Loans outstanding on that Repayment Date.

**Reborrowing**

- 6.2 The Borrower may not reborrow any part of a Facility which is repaid.

**7 Prepayment and cancellation****Mandatory prepayment - illegality**

- 7.1 If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan (or it becomes unlawful for any of the Affiliates or Related Funds of the Lender which are listed in clause 7.2 for the Lender to do so), the Lender shall promptly notify the Borrower upon becoming aware of that event and the Lender may, by further notice to the Borrower given within sixty (60) Business Days of the initial notification, cancel all or part of the Total Commitments and declare all or part of the outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the specified Commitments will be cancelled and all such specified outstanding Loans and amounts will become immediately due and payable.
- 7.2 The applicable Affiliates and Related Funds of the Lender for the purpose of clause 7.1 are the direct holding company of the Lender and any direct shareholders of the holding company of the Lender and any investment manager or investment advisor of these entities.



**Mandatory prepayment – change of control**

7.3 If (i) a Change of Control occurs or (ii) an Obligor becomes aware that a binding agreement to effect a Change of Control has been executed (a **Binding CoC Agreement**):

- (a) the Obligors shall promptly notify the Lender (unless an Obligor is aware that another Obligor has already notified the Lender) and, in relation to a Binding CoC Agreement, confirm to the Lender whether the Binding CoC Agreement provides for all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents to be prepaid to the Lender on or prior to the occurrence of the Change of Control;
- (b) following the occurrence of the Change of Control, the Lender shall not be obliged to fund a Utilisation unless the Lender has declined to exercise its rights to demand repayment under paragraph (c) below; and
- (c) following:
  - (i) a Binding CoC Agreement being executed, if such Binding CoC Agreement does not provide for all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents to be prepaid to the Lender on or prior to the occurrence of the Change of Control; or
  - (ii) the occurrence of the Change of Control,

the Lender may, by notice to the Borrower given within 10 Business Days of receipt of the relevant Obligor's initial notice to the Lender described in paragraph (a) above (or at any time if the Obligors fail to give such notice), cancel the Total Commitments and declare all outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents to be due and payable (A) immediately, if the Change of Control has already occurred, or (B) on the occurrence of the Change of Control, whereupon, in either case, the Total Commitments will be cancelled and all such outstanding Loans and amounts will become due and payable accordingly, providing that if at any time prior to the Lender notifying the Borrower in accordance with this paragraph (c), the relevant Binding CoC Agreement is terminated before the Change of Control is effected, the Lender shall be deemed to have revoked its declaration and reinstated the Available Facility. The Lender shall be entitled to revoke its declaration and reinstate the Available Facility at any time prior to the date on which it receives the total amounts owing by the Borrower pursuant to this clause (c).

7.4 In relation to any prepayment made under clause 7.3 above, the Borrower shall pay to the Lender a prepayment fee in an amount equal to:

- (a) 45% of the amount being prepaid pursuant to clause 7.3 above, if such prepayment is made on or prior to the first anniversary of Financial Close;
- (b) 32.5% of the amount being prepaid pursuant to clause 7.3 above, if such prepayment is made after the first anniversary of Financial Close and on or prior to the second anniversary of Financial Close;
- (c) 20% of the amount being prepaid pursuant to clause 7.3 above, if such prepayment is made after the second anniversary of Financial Close and on or prior to the third anniversary of Financial Close;
- (d) 10% of the amount being prepaid pursuant to clause 7.3 above, if such prepayment is made after the third anniversary of Financial Close and on or prior to the fourth anniversary of Financial Close; and
- (e) 0% of the amount being prepaid pursuant to clause 7.3 above, if such prepayment is made after the fourth anniversary of Financial Close and prior to the Final Repayment Date.

7.5 For the purposes of clause 7.3 above, **Change of Control** means:

- (a) the Sponsors (collectively) cease to directly or indirectly control the Borrower, 0907414 and/or Western Potash Holdings;
- (b) Western Potash Holdings ceases to directly control the Borrower;
- (c) the Borrower ceases to directly control 0907414;
- (d) Western Resources ceases to hold beneficially at least thirty five per cent (35%) of the issued share capital or partnership interests in Western Potash Holdings (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
- (e) any person (other than those listed in paragraph (a) above) becomes entitled to directly or indirectly exercise any veto right in relation to decisions to be made by the Borrower's board of directors; or
- (f) any person or group of persons (other than those listed in paragraph (a) above) acting in concert gains direct or indirect control of the Borrower.

7.6 For the purpose of clause 7.5 above:

- (a) **control** means:

- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
  - (A) cast, or control the casting of, 100% of the maximum number of votes that might be cast at a general meeting of the relevant person; or
  - (B) appoint or remove all, or the majority, of the directors or other equivalent officers of the relevant person; or
  - (C) give directions with respect to the operating and financial policies of the relevant person with which the directors or other equivalent officers of the relevant person are obliged to comply; and/or
- (ii) the holding beneficially of 100% of the issued share capital or partnership interests of the relevant person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);
- (b) **acting in concert** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate through the acquisition, directly or indirectly, of shares in the relevant company by any of them either directly or indirectly to obtain or consolidate control of the relevant person; and

**Mandatory prepayment – Insurance Proceeds / Compensation Proceeds / Disposal Proceeds**

- 7.7 Except as provided in clauses 7.8 and 7.10 below, the Borrower shall, promptly and in any event within ten (10) Business Days following receipt or payment of any Insurance Proceeds, Compensation Proceeds or Disposal Proceeds, notify the Lender of such receipt, and (unless the Lender otherwise agrees in its absolute discretion) prepay the Loans in an amount equal to such Insurance Proceeds, Compensation Proceeds or Disposal Proceeds on the last Business Day of the Interest Period in which the Insurance Proceeds, Compensation Proceeds or Disposal Proceeds are received or paid.
- 7.8 The Borrower shall not be required to prepay any Loans following receipt or payment of Insurance Proceeds if, and to the extent that the Lender is satisfied that:
  - (a) the relevant Insurance Proceeds are promptly applied in the repair or reinstatement of Project assets owned by the Borrower or 0907414; or
  - (b) the relevant Insurance Proceeds are paid in respect of delay in start-up or business interruption insurance.

**Mandatory prepayment - Sanctions**

## 7.9 If an Obligor:

- (a) directly or indirectly, uses, lends, makes payments of, contributes or otherwise makes available, all or any part of the proceeds of any Loan or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities:
  - (i) involving or for the benefit of any Restricted Party; or
  - (ii) in any other manner that would reasonably be expected to result in it, or any of its Affiliates, or the Lender being in breach of any Sanctions (if and to the extent applicable to any of them) or becoming a Restricted Party; or
- (b) permits or authorises any person to directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any Loan or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities referred to in paragraph (a)(i) or (ii) above,

in each case, unless such action is a Sanctions Permitted Action, the Borrower shall promptly notify the Lender upon becoming aware of that event and the Lender may, by notice to the Borrower given within sixty (60) Business Days of the Borrower's notification, cancel all or part of the Total Commitments and declare all or part of the outstanding Loans, together with accrued interest, and all other amounts accrued under the Finance Documents immediately due and payable, whereupon the specified Commitments will be cancelled and all such specified outstanding Loans and amounts will become immediately due and payable.

**Voluntary prepayment of Loans**

7.10 The Borrower may, at any time, if it gives the Lender not less than 60 days' prior written notice, prepay the Loans, in whole or in part (such part being a minimum amount of ten million US dollars (\$10,000,000)), provided that, in relation to any prepayment made under this clause 7.10, the Borrower shall pay to the Lender a prepayment fee in an amount equal to:

- (a) 45% of the amount being prepaid pursuant to this clause 7.10, if such prepayment is made on or prior to the first anniversary of Financial Close;
- (b) 32.5% of the amount being prepaid pursuant to this clause 7.10, if such prepayment is made after the first anniversary of Financial Close and on or prior to the second anniversary of Financial Close;

- (c) 20% of the amount being prepaid pursuant to this clause 7.10, if such prepayment is made after the second anniversary of Financial Close and on or prior to the third anniversary of Financial Close;
- (d) 10% of the amount being prepaid pursuant to this clause 7.10, if such prepayment is made after the third anniversary of Financial Close and on or prior to the fourth anniversary of Financial Close; and
- (e) 0% of the amount being prepaid pursuant to this clause 7.10, if such prepayment is made after the fourth anniversary of Financial Close and prior to the Final Repayment Date.

#### **Voluntary Cancellation**

- 7.11 The Borrower may, at any time during the Availability Period, on not less than 60 days' prior written notice to the Lender, cancel the whole or any part (such part being a minimum amount of ten million US dollars (\$10,000,000)) of the Available Facility, provided that such cancellation is not, in the opinion of the Lender, likely to cause a Funding Shortfall.

#### **Restrictions**

- 7.12 Any notice of cancellation or prepayment given by the Borrower under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- 7.13 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and together with any fees and other amounts outstanding in relation to the amount prepaid.
- 7.14 The Borrower may not reborrow any part of a Facility which is prepaid.
- 7.15 The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- 7.16 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- 7.17 If all or part of a Loan is repaid or prepaid, an amount of the Commitments (equal to the amount of the Loan which is repaid or prepaid but excluding any amount of such Loan which constitutes interest that has capitalised in accordance with clause 8.2 (*Payment of interest*)) will be deemed to be cancelled on the date of repayment or prepayment.

- 7.18 If all or any part of a Loan is prepaid, the amount of the Repayment Instalment for each Repayment Date falling after that prepayment will reduce in inverse chronological order by the amount of the Loan prepaid.

### Costs of Utilisation

## 8 Interest

### Calculation of interest

- 8.1 The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the Margin.

### Payment of interest

- 8.2 During the period from Financial Close until the first Interest Payment Date following (i) the first anniversary of Financial Close or (ii) at any time after the satisfaction of the conditions set out in clause 19.60 (*Conditions subsequent*), the date which is the later of (A) six months after Financial Close and (B) the date on which the conditions set out in clause 19.60 (*Conditions subsequent*) are satisfied:
- (a) 64% of the interest payable on each Loan and for each Interest Period shall be paid by the Borrower in cash on the applicable Interest Payment Date by withdrawal of such amount from the Debt Service Reserve Account in accordance with the terms of the Accounts Agreement; and
  - (b) 36% of the interest payable on each Loan for each Interest Period shall be paid by the Borrower in cash on the first Interest Payment Date following the first anniversary of Financial Close, provided that, to the extent the Borrower does not have sufficient cash available to make such payment, then such interest shall be automatically capitalised and added to the principal amount of the relevant Loan on the first Interest Payment Date following the first anniversary of Financial Close. Any such interest shall, after being so capitalised, be treated as part of the principal amount of the relevant Loan, shall bear interest in accordance with this clause 8 and shall be payable in accordance with the repayment or prepayment provisions of this Agreement.
- 8.3 At any time on and from the first Interest Payment Date following (i) the first anniversary of Financial Close or (ii) at any time after the satisfaction of the conditions set out in clause 19.60 (*Conditions subsequent*), the date which is the later of (A) six months after Financial Close and (B) the date on which the conditions set out in clause 19.60 (*Conditions subsequent*), all interest payable on each Loan and for each Interest Period shall be paid by the Borrower in cash on the applicable Interest Payment Date.

**Default interest**

8.4 If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.5 below, is:

- (a) for the first thirty (30) days after the due date of such amount, two per cent. (2%) per annum; and
- (b) thereafter, five per cent. (5.0%) per annum,

in each case higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan made on the due date of an Equivalent amount in US dollars.

8.5 If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

- (a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
- (b) the rate of interest applying to the overdue amount during that first Interest Period shall be:
  - (i) for the first thirty (30) days after such amount became due, two per cent. (2%) per annum;
  - (ii) thereafter, five per cent. (5.0%) per annum

in each case higher than the rate which would have applied if the overdue amount had not become due.

8.6 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

**9 Interest Periods****Interest Periods**

9.1 Subject to this clause 9, each Interest Period shall be three (3) Months.

9.2 Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

- 9.3 An Interest Period for a Loan shall not extend beyond the Final Repayment Date.
- 9.4 The first Interest Period for the Loan borrowed on the first Utilisation Date shall end on the first Quarter Date after the first Utilisation Date occurs.
- 9.5 The first Interest Period for any Loan other than the Loan borrowed on the first Utilisation Date shall end on the last day of the then current Interest Period for the Loan borrowed on the first Utilisation Date (and such Loans shall be consolidated in accordance with clause 9.7 (*Consolidation of Loans*)).

#### **Non-Business Days**

- 9.6 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

#### **Consolidation of Loans**

- 9.7 If two or more Interest Periods relate to Loans and end on the same date, those Loans will be consolidated into, and treated as, a single Loan on the last day of the Interest Period.

### **10 Arrangement fee**

The Borrower shall pay to the Original Lender on Financial Close an initial arrangement fee in the amount of the Arrangement Fee Amount.

#### **Additional payment obligations**

### **11 Tax gross up and indemnities**

#### **Tax Definitions**

- 11.1 In this Agreement:

the Lender is a **Protected Party** if it is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

**Tax Credit** means a credit against, relief or remission for, or repayment of any Tax.

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under a Finance Document (except, to the extent applicable, the Royalty Agreement), other than a FATCA Deduction.



**Tax Payment** means either the increase in a payment made by an Obligor to the Lender under clauses 11.3 through 11.8 (*Tax gross-up*) or a payment under clauses 11.9 through 11.11 (*Tax indemnity*).

- 11.2 Unless a contrary indication appears, in this clause 11 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

**Tax gross-up**

- 11.3 Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- 11.4 The Borrower shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly. Similarly, the Lender shall promptly notify the Borrower on becoming so aware in respect of a payment payable to the Lender.
- 11.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 11.6 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- 11.7 If requested by the Lender, within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- 11.8 A payment by an Obligor shall not be increased under clause 11.5 by reason of a Tax Deduction on account of Tax imposed by Canada or a Tax authority therein:
- (a) if the Lender is a "specified non-resident shareholder" of the Obligor or a non-resident person who does not deal at arm's length with a "specified shareholder" of the Obligor, each as defined in subsection 18(5) of the Income Tax Act (Canada);
  - (b) if the Lender is subject to such Taxes by reason of the Lender being a resident or national of, domiciled in, engaged in business or maintaining a permanent establishment or other physical presence in, or otherwise having some present or former connection with, Canada,

otherwise than by the acquisition, holding, disposition or enforcement of a Loan or other right under a Finance Document, or the receipt of payments thereunder; or

- (c) if such Tax is imposed or deducted or withheld by reason of the failure of the Lender to complete, execute and deliver to the Obligor any form or document that may be required by law (including any applicable tax treaty) or by reason of administration of such law, and which is reasonably requested to be delivered to the Obligor in order to enable the Obligor to make payments under a Finance Document without deduction or withholding for Taxes, or with deduction or withholding of a lesser amount, which form or document shall be delivered within 60 days of a written request therefor by the Obligor.

#### **Tax indemnity**

11.9 The Borrower shall (and if applicable (without double counting), shall procure that each relevant Obligor shall) (within three (3) Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

11.10 Clause 11.9 above shall not apply:

- (a) with respect to any Tax assessed on the Lender:
  - (i) under the law of the jurisdiction in which that the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or
  - (ii) under the law of the jurisdiction in which the Lender is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

- (b) to the extent a loss, liability or cost:
  - (i) is compensated for by an increased payment under clauses 11.3 through 11.7 (*Tax gross-up*);
  - (ii) would have been compensated by an increased payment under clauses 11.3 to 11.8 (inclusive) but was not so compensated solely because one of the exclusions in paragraph 11.8 applied; or
  - (iii) relates to a FATCA Deduction required to be made by a Party.

- 11.11 A Protected Party making, or intending to make, a claim under clause 11.9 shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

#### **Tax Credit**

- 11.12 If an Obligor makes a Tax Payment and the Lender determines that:
- (a) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part, or to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
  - (b) the Lender has obtained, utilised and retained that Tax Credit,

the Lender shall pay an amount to the Obligor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

#### **Stamp taxes**

- 11.13 The Borrower shall (and if applicable (without double counting), shall procure that each relevant Obligor shall) pay and, within three (3) Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Tax payable in respect of any Finance Document.

#### **Value added tax**

- 11.14 All amounts expressed to be payable under a Finance Document by any Party to the Lender which (in whole or in part) constitute the consideration for a supply or supplies for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, if VAT is or becomes chargeable on any supply made by the Lender to any Party under a Finance Document and the Lender is required to account to the relevant tax authority for the VAT, that Party must pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and the Lender must promptly provide an appropriate VAT invoice to that Party).
- 11.15 In relation to any supply made by the Lender to any Party under a Finance Document, if reasonably requested by the Lender, that Party must promptly provide the Lender with details of that Party's VAT registration and such other information as is reasonably requested in connection with the Lender's VAT reporting requirements in relation to such supply.

#### **FATCA Information**

- 11.16 Subject to clause 11.18 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

- (a) confirm to that other Party whether it is:
    - (i) a FATCA Exempt Party; or
    - (ii) not a FATCA Exempt Party.
  - (b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
  - (c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or exchange of information regime.
- 11.17 If a Party confirms to another Party pursuant to clause 11.16(a) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly;
- 11.18 Clause 11.16 above shall not oblige the Lender to do anything, and clause 11.16(c) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
- (a) any law or regulation;
  - (b) any fiduciary duty; or
  - (c) any duty of confidentiality.
- 11.19 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 11.16(a) or 11.16(b) above (including, for the avoidance of doubt, where clause 11.18 applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

#### **FATCA Deduction**

- 11.20 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- 11.21 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), and in any case at least

three (3) Business Days prior to making a FATCA Deduction, notify the Party to whom it is making the payment.

## 12 Other indemnities

### Currency indemnity

12.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

- (a) making or filing a claim or proof against that Obligor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three (3) Business Days of demand, indemnify the Lender to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

12.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

### Other indemnities

12.3 Each Obligor shall, within three (3) Business Days of demand, indemnify the Lender against any cost, loss or liability incurred by the Lender as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) the occurrence of any Default or Event of Default;
- (c) a failure by an Obligor to pay any amount due under a Finance Document on its due date;
- (d) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or
- (e) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

## 13 Mitigation by the Lender

### Mitigation

- 13.1 The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Mandatory prepayment - illegality*), clause 11 (*Tax gross-up and indemnities*) including (but not limited to) transferring its rights and obligations under the Finance Documents and Intercreditor Agreement to another Affiliate.
- 13.2 Clause 13.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

### Limitation of liability

- 13.3 The Borrower shall (and if applicable (without double counting), shall procure that each relevant Obligor shall) promptly indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under clauses 13.1 and 13.2 (*Mitigation*).
- 13.4 The Lender is not obliged to take any steps under clauses 13.1 and 13.2 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be prejudicial to it.

## 14 Costs and expenses

### Transaction expenses

- 14.1 The Borrower shall (and if applicable (without double counting), shall procure that each relevant Obligor shall) promptly on demand pay the Lender the amount of all documented costs and expenses (including legal, Technical Adviser and other professional fees) reasonably incurred by it (or by any Receiver or Delegate) in connection with:
- (a) any technical assessment of the Project carried out in connection with the satisfaction of a condition precedent listed in 4.1 (*Initial conditions precedent*);
  - (b) its legal, financial and other due diligence in relation to the Project and the Transaction Documents;
  - (c) the negotiation, preparation, printing, execution and perfection of:
    - (i) the Transaction Security, this Agreement and any other documents referred to in this Agreement; and
    - (ii) any other Finance Documents executed after the date of this Agreement; and

(d) the ongoing management and operation of the Finance Documents,

and any such costs and expenses incurred prior to Financial Close shall be payable on the first Utilisation Date and shall be deducted from the proceeds of the first Utilisation.

#### **Amendment costs**

- 14.2 If an Obligor requests an amendment, waiver or consent, the Borrower shall (and if applicable (without double counting), shall procure that each relevant Obligor shall), within three (3) Business Days of demand, reimburse the Lender for the amount of all documented costs and expenses (including legal fees) reasonably incurred by the Lender in responding to, evaluating, negotiating or complying with that request.

#### **Enforcement costs**

- 14.3 The Borrower shall (and if applicable (without double counting), shall procure that each relevant Obligor shall), within three (3) Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender (or any Receiver or Delegate) whilst a Default is continuing or in connection with the enforcement of, or the preservation of any rights under, any Finance Document and any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security or enforcing those rights.

## **15 Guarantee and Indemnity**

#### **Guarantee and indemnity**

- 15.1 Each Guarantor irrevocably and unconditionally jointly and severally:
- (a) guarantees to the Lender punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
  - (b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
  - (c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 15 if the amount claimed had been recoverable on the basis of a guarantee.

**Continuing guarantee**

- 15.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

**Reinstatement**

- 15.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this clause 15 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

**Waiver of defences**

- 15.4 The obligations of each Guarantor under this clause 15 will not be affected by an act, omission, matter or thing which, but for this clause 15, would reduce, release or prejudice any of its obligations under this clause 15 (without limitation and whether or not known to it or the Lender) including:
- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
  - (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
  - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
  - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
  - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;



- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (g) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government;
- (h) any limitation, postponement, prohibition, subordination or other restriction on the right of the Lender to payment or performance of the obligations of an Obligor; or
- (i) any insolvency or similar proceedings.

#### **Immediate recourse**

- 15.5 Each Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this clause 15. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### **Appropriations**

- 15.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
  - (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this clause 15.

#### **Deferral of Guarantors' rights**

- 15.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 15:
- (a) to be indemnified by an Obligor;
  - (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under this clause 15;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with the Lender.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lender or as the Lender may direct for application in accordance with clause 26 (*Payment mechanics*). This only applies during the Facility Period.

#### **Additional security**

- 15.8 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

### **Representations, undertakings and Events of Default**

## **16 Representations**

- 16.1 Each Obligor makes the representations and warranties set out in this clause 16 to the Lender on the date of this Agreement (other than the representations and warranties in clauses 16.18 (*No proceedings pending or threatened*) and 16.48 (*Disclosure of project terms*), which shall only be made in accordance with clause 16.56 (*Repetition*)).

#### **Status**

- 16.2 It is (as the case may be) a company, a partnership, or a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation or, as the case may be, formation.
- 16.3 It has the power to own its assets and carry on its business as it is being conducted.

#### **Binding obligations**

- 16.4 The obligations expressed to be assumed by it in each Transaction Document to which it is a party are, subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to clause 4 (*Conditions of Utilisation*), legal, valid, binding and enforceable obligations.

- 16.5 Without limiting the generality of clause 16.4 above, each Security Document to which it is a party creates the Security which that Security Document purports to create and that Security is valid and effective.

**Non-conflict with other obligations**

- 16.6 The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets.

**Power and authority**

- 16.7 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.
- 16.8 No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated in the Transaction Documents to which it is a party.

**Authorisations**

- 16.9 All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.
- 16.10 All Authorisations required:
- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
  - (b) by the Borrower and 0907414 to develop, construct, operate and finance the Project substantially in accordance with the Approved Project Plan;
  - (c) to ensure that the Transaction Security has the priority and ranking contemplated by the relevant Security Documents; and
  - (d) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect or will be obtained or effected and will be in full force and effect as and when they are required.

16.11 It is not aware of any steps taken to cancel, revoke, challenge or annul any material Authorisation, any Mining Lease or any Material Land Right.

16.12 It has not breached a material term or condition of any Authorisation.

**No default**

16.13 No Event of Default has occurred and is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.

16.14 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which has or would reasonably be expected to have a Material Adverse Effect.

**No misleading information**

16.15 Any written factual information supplied by it or on its behalf to the Lender was true, accurate and complete in all material respects (and was not misleading in any material respect) as at its date or (as the case may be) as at the date the information is expressed to be given.

16.16 All opinions, projections, forecasts and expressions of intention contained in the Approved Project Plan and the assumptions on which they are based have been arrived at after due and careful consideration and are reasonable at the date they were given or made.

**No Insolvency**

16.17 No:

(a) corporate or partnership action, legal proceedings or other procedure or step described in clause 20.14 (*Insolvency proceedings*); or

(b) creditors' process described in clause 20.15 (*Creditors' process*),

has been taken against it and none of the circumstances described in clauses 20.11, 20.12 or 20.13 (*Insolvency*) applies to it.

**No proceedings pending or threatened**

16.18 No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency been started or (to the best of its knowledge and belief having made due and careful enquiry) threatened against it other than as set out in the Claims and Breaches Schedule.

**No breach of laws**

- 16.19 It is in compliance with all laws and regulations (including relating to environmental or social matters) to which it is subject.

**Original Financial Statements**

- 16.20 Its Original Financial Statements were prepared in accordance with IFRS consistently applied.
- 16.21 Its Original Financial Statements fairly represent its financial condition as at the end of the relevant Financial Year and operations for the relevant Financial Year.
- 16.22 The budgets and forecasts supplied under this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.
- 16.23 There has been no material adverse change in its business or financial condition since 30 September 2021.

**Pari passu ranking**

- 16.24 Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

**Good title to assets**

- 16.25 It has a good and marketable title (or the equivalent in any relevant jurisdiction) to, or valid leases or licences of, the assets (including, in respect of the Project, the Mining Leases and the Material Land Rights) necessary to carry on its business as presently conducted and which are or will be, at the time this representation is made or deemed to be made, required to develop the Project substantially in accordance with the Approved Project Plan.

**Legal and beneficial ownership**

- 16.26 It is (or will be at the relevant date in respect of Security granted over future property) the sole legal and beneficial or sole beneficial owner of the respective assets over which it purports to grant Security.

### **Ownership and corporate/partnership structure**

- 16.27 The latest Group Structure Chart delivered to the Lender is true, complete and accurate and shows each member of the Group, including current name, company registration number and all shareholders or partners.
- 16.28 The shares which are subject to the Transaction Security are not subject to any option to purchase or similar rights. The constitutional documents of each company whose shares are subject to the Transaction Security do not and could not restrict or inhibit any transfer of those shares or creation or enforcement of the Transaction Security. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for, the issue or allotment of, any of its share or loan capital or partnership interests (including any option or right of pre-emption or conversion).
- 16.29 No person has any right to call for the issue of any share capital or loan stock in any Obligor other than in accordance with the Finance Documents.

### **Security and Financial Indebtedness**

- 16.30 No Security or Quasi-Security exists over all or any of the present or future assets of any Obligor other than Permitted Security.
- 16.31 No Obligor has any Financial Indebtedness outstanding other than Permitted Financial Indebtedness and any other Financial Indebtedness permitted pursuant to clause 19.16 (*Financial indebtedness, Loans or credit*).

### **Ranking**

- 16.32 The Transaction Security has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security.
- 16.33 Subject to any filings, registration or notice requirements required to be carried out in accordance with clause 4.1 (*Initial conditions precedent*) or clause 19.65 (*Conditions subsequent*), all actions required to perfect the Transaction Security have been duly performed and the Transaction Security constitutes perfected Security over the assets secured or purported to be secured under the Transaction Security.

### **No filing or stamp taxes**

- 16.34 Under the law of its jurisdiction of incorporation or formation it is not necessary that the Transaction Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents.

**Taxation**

- 16.35 It is not overdue in the filing of any Tax returns.
- 16.36 It has paid or discharged all Taxes due and payable by it except for those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with IFRS and, to the extent that any Taxes are not due and payable, it has provided adequate reserves for the payment of those Taxes in accordance with IFRS.
- 16.37 No claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes which are reasonably likely to be adversely determined.
- 16.38 It is resident for Tax purposes only in its jurisdiction of incorporation.

**Anti-corruption law**

- 16.39 It, each of its Subsidiaries and any other member of the Group has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

**Sanctions**

- 16.40 Neither it, nor any of its Subsidiaries, nor any other member of the Group, nor any of its or their respective directors, officers or employees, nor to its knowledge, any persons acting on any of their behalf:
- (a) is a Restricted Party; or
  - (b) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- 16.41 It has not and will not use the proceeds of either Facility in any manner that would result in a violation of Sanctions including for the purpose of financing or making funds available directly or indirectly to any person or entity which is a Restricted Party.

**Insurance**

- 16.42 The Insurances required to be obtained in accordance with clause 19.41 (*Insurances*) have been obtained (or will be obtained prior to Financial Close) and maintained and those Insurances have not been amended, modified or cancelled (except as permitted by the Finance Documents) and are in full force and effect.
- 16.43 It has not done anything, and no event or circumstance has occurred which has made, or could make, any Insurances void, voidable or subject to restriction or limitation.

- 16.44 It has not received any notification from its Insurers that their liability under the Insurances has been reduced or avoided.

**Project Accounts**

- 16.45 The Borrower does not hold any bank accounts other than:
- (a) the Project Accounts; and
  - (b) such other accounts held with the prior consent of the Lender.
- 16.46 No other Obligor holds any bank accounts other than accounts which are subject to the Transaction Security, in form and substance satisfactory to the Lender.

**Disclosure of project terms**

- 16.47 Each Material Project Document:
- (a) is in full force and effect; and
  - (b) is enforceable against each counterparty thereto in accordance with its terms,
- in each case except to the extent that such Material Project Document has been discharged in accordance with its terms and provided that no rights, obligations or liabilities (contingent or otherwise) of any party to it remain outstanding.
- 16.48 No Obligor is in breach of any of its obligations under any Project Document to which it is a party and there is no dispute in connection with any Project Document in each case other than as set out in the Claims and Breaches Schedule.
- 16.49 No Obligor has entered into any agreement to share its income or profits with a third party other than the Royalty Agreement.

**Environmental Laws**

- 16.50 It is in compliance with clause 19.55 (*Environmental Compliance*) and no circumstances have occurred which would prevent such compliance.
- 16.51 No Environmental Claim has been commenced or is threatened against it.
- 16.52 The cost to the Obligors of compliance with Environmental Laws (including, without limitation, the Environmental Permits and Authorisations under Environmental Laws) is adequately provided for in the Initial Approved Financial Model.



**Warrants**

- 16.53 The Common Shares issuable upon the exercise of the Warrant have been duly authorized and reserved for issuance by Western Resources and, when issued in accordance with the terms of the Warrant will be validly issued, fully paid and non-assessable.
- 16.54 As of 28 April 2022, there are 187,174,220 Common Shares issued and outstanding.
- 16.55 The Public Disclosure Documents contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made and were prepared in accordance with and complied with applicable Canadian securities laws.

**Repetition**

- 16.56 The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of a Utilisation Request, on each Utilisation Date, and on the first day of each Interest Period.

**17 Information undertakings**

- 17.1 The undertakings in this clause 17 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

**Financial statements and Compliance Certificates**

- 17.2 The Borrower shall supply to the Lender:
- (a) as soon as the same become available, but in any event within one hundred and twenty (120) days after the end of its Financial Years:
    - (i) the audited financial statements for that Financial Year for Western Potash Holdings; and
    - (ii) a Compliance Certificate;
  - (b) as soon as the same become available, but in any event within thirty (30) days after the end of each Quarter:
    - (i) the unaudited financial statements for each Obligor for that Quarter;
    - (ii) a Compliance Certificate; and

- (iii) a description of the material variances from the currently applicable Approved Project Plan, the Operating Budget and the Construction Phase Management Report or the Operations Phase Management Report; and
- (c) as soon as the same become available, but in any event within thirty (30) days after the end of each calendar month:
  - (i) the unaudited financial statements for each Obligor for that calendar month; and
  - (ii) a description of the material variances from the currently applicable Approved Project Plan, the Operating Budget and the Construction Phase Management Report or the Operations Phase Management Report.

#### **Requirements as to financial statements**

- 17.3 Each set of financial statements delivered pursuant to clause 17.2 (*Financial statements*) shall be certified by an authorised signatory of the relevant Obligor as fairly representing its financial condition as at the date as at which those financial statements were drawn up.
- 17.4 Each Obligor shall procure that each set of its financial statements delivered pursuant to clause 17.2 (*Financial statements*) is prepared using IFRS.

#### **Approved Project Plan and Approved Financial Model**

- 17.5 Subject to any other restriction contained in this Agreement (including clause 17.8 below), the Borrower may propose amendments to the Approved Project Plan from time to time, provided that such amendments do not, when taken together with all other amendments made to the Approved Project Plan:
  - (a) materially adversely impact the ability of the Borrower to fulfil its obligations to the Lender hereunder;
  - (b) materially alter the scope of the Project;
  - (c) materially adversely alter the risk profile of the Project; or
  - (d) preclude the Project Completion Date from being achieved,
 in each case in the reasonable opinion of the Lender.
- 17.6 The Borrower shall supply to the Lender an updated Approved Project Plan no later than ninety (90) days after the end of each Financial Year, updated to include:
  - (a) the latest project capital and operating cost estimates (such estimates to be produced by the Borrower in good faith);

- (b) monthly forecasts for each month from the date of the updated Approved Project Plan up to the month ending 31 December of the following year;
  - (c) the latest Operating Budget;
  - (d) the potash prices in the latest Market Report delivered in accordance with clause 17.9.
- 17.7 Together with any Approved Project Plan submitted to the Lender in accordance with clause 17.5 or 17.6 above, the Borrower shall provide the Lender with an updated Approved Financial Model, incorporating any changes to the Approved Project Plan.
- 17.8 For the purposes of the Approved Financial Model and the Approved Project Plan:
  - (a) the assumed price for potash shall be the future prices for potash as set out in the most recent Market Report delivered in accordance with clause 17.9; and
  - (b) the assumed USD/CAD foreign exchange rate shall be the rate of exchange for the conversion of CAD into USD as published by The Bank of Canada as at the closing time of the Toronto Stock Exchange (or any successor to such exchange) on the day on which that Approved Financial Model or Approved Project Plan is supplied to the Lender (or such other rate of exchange as the Borrower and Lender agree from time to time).
- 17.9 The Borrower shall, no later than 60 days following the end of each Financial Year, procure an updated Market Report and deliver the same to the Lender. To the extent the Borrower fails to do so, the Lender may procure such updated Market Report at the cost of the Borrower.
- 17.10 The Lender shall notify the Borrower within 30 days of receipt of an updated Approved Project Plan delivered by the Borrower in accordance with clauses 17.5 and 17.6 as to whether or not the Lender has approved such updated Approved Project Plan and updated Approved Financial Model.
- 17.11 The Lender may not unreasonably withhold or delay its approval of an updated Approved Project Plan or updated Approved Financial Model delivered by the Borrower in accordance with clauses 17.5 and 17.6, provided that it is accepted by the Borrower that it is reasonable for the Lender to withhold or delay its approval of an updated Approved Project Plan if it has engaged and is acting on the advice of, the Technical Adviser.
- 17.12 If the Lender notifies the Borrower that it has not approved an updated Approved Project Plan, the Lender shall include in such notice to the Borrower:
  - (a) reasonable details as to the reasons why it has not given its approval; and
  - (b) its proposals for the updated Approved Project Plan.

- 17.13 Until such time as the Lender has approved an updated Approved Project Plan or updated Approved Financial Model, as applicable, delivered pursuant to this clause the then current Approved Project Plan shall apply for the purposes of this Agreement.

#### **Operating Budget**

- 17.14 On and from Financial Close until the expiry of the Facility Period, the Borrower shall deliver, as soon as available and in any event no later than ninety (90) days before the start of each Financial Year, an updated Operating Budget, together with full explanations for any material changes or updates.
- 17.15 The Lender may review, and may, if it considers that there has been a change in circumstances which has resulted in the Operating Budget being incorrect in a material respect or that the Operating Budget is no longer representative of the Project, by no later than sixty (60) days following receipt of the relevant updated budget, propose further amendments to the Operating Budget to correct such error. If no such proposal is made, the Lender shall be deemed to have agreed the Borrower's proposed changes.
- 17.16 If the Borrower disagrees with the Lender's proposals, then the Borrower and the Lender shall negotiate in good faith to agree the changes to the Operating Budget. If the Parties are unable to reach agreement by the date falling five (5) Business Days following receipt of the Borrower's notice of disagreement, then the disputed matters may be referred by either party to an independent expert for determination in accordance with Schedule 8 (*Expert determination*). Pending the resolution of the disputed matters, the then existing Operating Budget shall continue in effect without any amendment.
- 17.17 Any changes (i) deemed to be agreed in accordance with clause 17.15; (ii) agreed between the Borrower and the Lender in accordance with clauses 17.15 and 17.16; or (iii) determined by the independent expert, shall form part of the updated Operating Budget for the purposes of this Agreement.

#### **Mineral reserves and resources**

- 17.18 As soon as the same becomes available, the Borrower shall deliver a copy of any updated resource and reserve study (an **Updated Resource and Reserve Study**) completed in relation to the Project.
- 17.19 The Borrower shall ensure that any such Updated Resource and Reserve Study is produced in accordance with NI 43-101.

**Environmental reporting**

- 17.20 The Borrower shall promptly deliver to the Lender a copy of an annual Environmental and Social Monitoring Report not less than 90 days after the end of each Financial Year.

**Insurance information**

- 17.21 The Borrower shall supply to the Lender:
- (a) copies of insurance policies and certificates of insurance, together with all endorsements, within thirty (30) days of renewal;
  - (b) as soon as practicable upon becoming aware of the occurrence of the relevant event and details as to any:
    - (i) material disputes with any of the Insurers in relation to any of the Insurances;
    - (ii) failure to pay any insurance premium as and when required that is reasonably likely to result in the cancellation of any Insurance;
    - (iii) act or omission or any event of which it has knowledge which will have a material impact on the cover provided under the Insurances;
    - (iv) insurer ceasing to be a financially sound and reputable insurer;
    - (v) failure to comply with the Borrower's obligations under clause 19.41 (*Insurances*), in each case stating the reasons therefor;
    - (vi) notices received from any Insurer with respect to the cancellation of any Insurance (and, in the case of the notification of such details, stating the reasons therefor); and
    - (vii) claims or circumstances which are likely to give rise to a claim in relation to the Insurances in excess of \$50,000;
  - (c) promptly upon becoming aware of such changes, and when possible, no later than thirty (30) days prior to any such changes becoming effective, details of any material changes which are proposed to be made to the terms of the Insurances and which, if effected, would result in any material reduction in limits or coverage (including those resulting from extensions) or in any increase in deductibles, exclusions or exceptions or would result in termination, cancellation, suspension or expiry of any of the Insurances so that the Borrower would no longer be in compliance with its obligations under clause 19.41 (*Insurances*); and

- (d) upon written request by the Lender in each case, certified copies of all policies, cover notes, certificates, endorsements, renewal receipts and confirmation of renewal and payment of premiums in respect of the Insurances and any other information which may be required for the any insurance consultant to prepare a report or certificate to be delivered to the Lender.

#### **Meetings with management**

- 17.22 Once in every Quarter, or more frequently if requested by the Lender if the Lender reasonably suspects a Default is continuing or may have occurred or may occur, at least two directors of Western Resources (one of whom shall be the chief financial officer) shall give a management presentation to the Lender about the on-going business, operational and financial performance of the Group and the contents of the Construction Phase Management Reports or Operations Phase Management Reports for that Quarter. The Borrower shall deliver to the Lender the materials to be used in that presentation at least 5 days in advance of such presentation being given.
- 17.23 Once in every month, a member or members of the executive committee of the Borrower shall meet with the Lender to provide an update on the on-going business, operational and technical performance of the Group.
- 17.24 The Lender may, from time to time, request calls with the management of the Borrower to discuss the on-going business and financial performance of the Borrower.

#### **Warrants**

- 17.25 The Lender represents that WPC Investments B.V. is an “accredited investor” as defined in National Instrument 45-106 – Prospectus Exemptions of the Canadian Securities Administrators.
- 17.26 The Lender agrees to procure that WPC Investments B.V. furnish any additional information requested by Western Resources to assure compliance with the applicable securities laws in connection with the purchase and sale of the Warrants and to execute, deliver and file or assist Western Resources in filing such reports, undertakings and other documents with respect to the issue of the Warrants as may be required under applicable securities laws.

#### **Information: miscellaneous**

- 17.27 The Borrower (and to the extent applicable each Obligor) shall supply to the Lender:
  - (a) all documents required by law or regulation to be dispatched by any Obligor to its shareholders or partners (or any class of them) or its creditors generally, or to the Sponsors, in each case at the same time as they are dispatched;
  - (b) in respect of:

- (i) each month falling within the Construction Phase of the Project, a copy of the Construction Phase Management Report for that month; and
- (ii) each month falling within the Operations Phase of the Project, a copy of the Operations Phase Management Report for that month,

in each case, within thirty (30) days of the end of the relevant month, or at the same time as they are dispatched to the board of directors (whichever is earlier);

- (c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are started or threatened against any Obligor after the date of this Agreement;
- (d) promptly upon becoming aware of them, details of any change of control of an Obligor (including a Change of Control), and such other events or circumstances which may require a prepayment under this Agreement or result in a breach of a Finance Document;
- (e) promptly upon becoming aware (having made due and reasonable enquiry) of the occurrence of any event or circumstance which would result in the current Group Structure Chart being inaccurate, including any change in ownership of the entities referenced in the Group Structure Chart (to the extent the ownership of such entities is referenced in the current Group Structure Chart), an updated Group Structure Chart reflecting such change;
- (f) promptly following their occurrence, details of any steps taken by an Obligor or any of their Affiliates in connection with an initial public offering of any of the shares in any Group Company or any of its Affiliates on any stock exchange (other than the shares in Western Resources on the Toronto Stock Exchange);
- (g) promptly following their occurrence, details of any change to the directors or senior officers of any Obligor;
- (h) promptly following their occurrence, details of any unexpected event or incident in connection with the Project that causes or otherwise results in significant physical injuries or death to one or more persons, significant damage to property, or adverse environmental impacts;
- (i) promptly upon becoming aware of it, details of any material Authorisation, or any Mining Lease, or any Material Land Right or any lease of surface rights or wayleave of an Obligor being granted or being cancelled, revoked, challenged or annulled;
- (j) promptly upon becoming aware of them, the details of any material claims, disputes or investigations which are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes;

- (k) a certified copy of any Material Project Document and any Permitted Leasing Contract and any amendment or waivers to any of them entered into after the date of this Agreement, promptly after it is entered into;
- (l) promptly upon any steps being taken (including any discussions between the Royalty Holder and the Borrower) in relation to any assignment or other transfer of all or any part of any party to the Royalty Agreement's rights and/or obligations under the Royalty Agreement;
- (m) details of any Insurance Proceeds, Compensation Proceeds or Disposal Proceeds paid or becoming payable to the Borrower or 0907414;
- (n) details of any force majeure event (howsoever defined) under any Material Project Document or Permitted Leasing Contract;
- (o) details of any default (howsoever defined) under any Material Project Document or Permitted Leasing Contract or any other event which would entitle any counterparty to a Material Project Document or Permitted Leasing Contract (as applicable) to terminate that Material Project Document or Permitted Leasing Contract;
- (p) copies of all reports, notices, consents, etc. delivered to (or received from) the Royalty Holder under the Royalty Agreement or details of a transfer of obligations by the Royalty Holder;
- (q) promptly upon becoming aware of it, of any changes to its constitutional documents; and
- (r) promptly, such further information regarding (i) the financial condition, business, assets and operations of any Obligor or (ii) the Project, as the Lender may reasonably request, except to the extent that disclosure of the information would breach any law, regulation or stock exchange requirement applicable to it, or would be in breach of a duty of confidentiality to a person who is not an Affiliate of any member of the Group (provided that the Borrower has taken, or has procured the relevant Obligor to take, all reasonable steps to obtain the permission of such third party to disclose such information).

#### **Notification of default**

- 17.28 The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- 17.29 Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two (2) of its authorised signatories on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).



**Know your customer checks**

17.30 If:

- (a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
- (b) any change in the status of an Obligor after the date of this Agreement; or
- (c) a proposed assignment or transfer by the Lender of any of its rights and obligations under this Agreement,

obliges the Lender (or, in the case of clause (c) above, any prospective new Lender) to comply with know your customer or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (for itself or, in the case of the event described in clause (c) above, on behalf of any prospective new Lender) in order for the Lender or, in the case of the event described in clause (c) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

**18 Financial covenants****Financial covenants**

18.1 The Borrower shall ensure that on each Calculation Date:

- (a) the Historic Debt Service Cover Ratio for the applicable Historic DSCR Measurement Period is no less than 1.10:1; and
- (b) the Loan Life Cover Ratio as calculated on such date until the Final Maturity Date is:
  - (i) on any Calculation Date until and including 31 December 2024, greater than 1.80:1; and
  - (ii) on any Calculation Date thereafter, no less than 1.30:1.

**Financial testing**

18.2 The financial covenants set out in clause 18.1 (*Financial covenants*) shall be tested by reference to the Approved Financial Model and, in the case of the Historic Debt Service Cover Ratio, actual results by reference to the financial statements delivered in accordance with clause 17.2 (*Financial statements*).

## 19 General undertakings

- 19.1 The undertakings in this clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

### Purpose

- 19.2 The Obligors shall only use the proceeds of Loans for the purposes specified in clauses 3.1 and 3.2 (*Purpose*).

### Authorisations

- 19.3 Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) on request by the Lender, supply a certified copy to the Lender of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document.

### Compliance with laws

- 19.4 Each Obligor shall comply in all material respects with all laws and regulations to which it may be subject.

### Negative pledge

- 19.5 No Obligor shall create or permit to subsist any Security or Quasi-Security over any of its assets other than with the prior written consent of the Lender.
- 19.6 Clause 19.5 does not apply to any Security or (as the case may be) Quasi-Security which is Permitted Security.

### Ranking

- 19.7 Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

**No guarantees or indemnities**

- 19.8 No Obligor shall incur or allow to remain outstanding any guarantee in respect of any obligation of any person.
- 19.9 Clause 19.8 above does not apply to any guarantee which is a Permitted Guarantee.

**Distributions**

- 19.10 Subject to clauses 19.11 and 19.12 below, the Obligors shall not make or pay any Distribution unless:
- (a) the Distribution is made after the date which is two (2) years after Financial Close;
  - (b) the Project Completion Date has occurred;
  - (c) no Default or Event of Default under this Agreement has occurred and is continuing and no Default or Event of Default would result from the proposed Distribution;
  - (d) the Borrower certifies (and such certification is confirmed by the Lender) that:
    - (i) the Historic Debt Service Cover Ratio for the twelve-month period immediately prior to the date of the Distribution is not less than 2.00:1;
    - (ii) the Loan Life Cover Ratio for the period beginning on the day after the date of the Distribution until the Final Maturity Date is not less than 3.00:1;
  - (e) the proposed date of such Distribution is at least thirty (30) days after a Calculation Date;
  - (f) after giving effect to the Distribution, the balance of the Construction Account will not be less than the aggregate of:
    - (i) Project Costs anticipated to be due in the next forty-five (45) days, based on the then-current Annual Project Plan and Operating Budget; and
    - (ii) the Debt Service Finance Costs due in the next twelve (12) months in accordance with the then-current Approved Financial Model; and
  - (g) each Distribution may be for no more than fifty per cent (50%) of the Excess Cash Flow as at the most recent Calculation Date.
- 19.11 0907414 shall make Distributions to the Borrower each Quarter in the maximum amount permitted pursuant to Law.

- 19.12 To the extent FB Burrard elects to make any Distributions, it must ensure that the Borrower receives a corresponding portion of such Distributions pro rata to its shareholding in FB Burrard.

**Share capital**

- 19.13 None of the Obligors shall, without the prior written consent of the Lender:
- (a) purchase, reduce, cancel, repay or redeem any of its share capital or any option over its share capital;
  - (b) redeem, reduce, cancel, repay, purchase or transfer any shareholder loans (including Subordinated Debt) or loan stock;
  - (c) issue any shares or voting capital or grant any right to acquire or be issued any shares, unless such shares are issued to its direct shareholder for the purpose of making equity contributions or converting Subordinated Debt into share capital; or
  - (d) alter the nature of, or any rights attaching to, any of its shares,
- other than in relation to the Vantage Acquisition.

**Financial Indebtedness, Loans or credit**

- 19.14 No Obligor shall incur or allow to remain outstanding any Financial Indebtedness.
- 19.15 No Obligor shall be a creditor in respect of any Financial Indebtedness.
- 19.16 Clauses 19.14 and 19.15 above do not apply to Permitted Financial Indebtedness.

**Acquisitions**

- 19.17 No Obligor shall:
- (a) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them);
  - (b) incorporate a company; or
  - (c) purchase or otherwise acquire any assets or revenues or (without limitation to any of the foregoing) acquire any business or interest therein or form or enter into, any partnership, consortium, joint venture or other like arrangement or agree to do so.
- 19.18 Clause 19.17 above does not apply to:

- (a) an acquisition of inventory, machinery or equipment required to carry out the Project in the ordinary course of business or in the ordinary course of building the Project; or
- (b) any transaction entered into with the prior written consent of the Lender.

### **Disposals**

19.19 No Obligor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

19.20 Clause 19.19 above does not apply to any sale, lease, transfer or other disposal where such disposal relates to assets (other than the Mining Leases, the Material Land Rights, any real property assets and surface rights in relation to areas the subject of the Mining Leases or any Environmental Permits (other than any real property assets or surface rights with a fair market value of less than \$50,000 and which otherwise are not, in the Lender's opinion, necessary for the construction or operation of the Project)), where such disposal is:

- (a) made on market standard commercial arm's length terms:
  - (i) in the ordinary course of business of the disposing entity;
  - (ii) of worn, damaged or defective assets which have been replaced; or
  - (iii) of obsolete assets;
- (b) expressly permitted or required by the Finance Documents;
- (c) required by applicable health and safety legislation or required to comply with any other applicable law or the regulations of any Competent Authority;
- (d) of an asset which is not material to the development and/or operation of the Project made on market standard commercial arm's length terms;
- (e) of an asset which is material to the development and/or operation of the Project but which has already been or will, within 30 days be, replaced by an equivalent or superior asset which serves the same purpose;
- (f) to the Borrower or 0907414;
- (g) made in accordance with the Royalty Agreement or Offtake Agreement;
- (h) of any assets arising as a consequence of any Permitted Leasing Contract permitted pursuant to limb (h) of the definition of "Permitted Financial Indebtedness"; or
- (i) made with the prior written consent of the Lender.

**Corporate/Partnership Reorganisation**

- 19.21 No Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

**Anti-corruption law**

- 19.22 No Obligor shall directly or indirectly use the proceeds of either Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.

- 19.23 Each Obligor shall:

- (a) (and the Obligors shall procure that each of their Affiliates, and the Sponsors, shall) conduct its businesses in compliance with applicable anti-corruption laws; and
- (b) maintain policies and procedures designed to promote and achieve compliance with such laws.

**Sanctions**

- 19.24 The Obligors shall not, and shall not permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any Loan or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities:

- (a) involving or for the benefit of any Restricted Party; or
- (b) in any other manner that would reasonably be expected to result in it, or any of its Affiliates, or the Sponsors, or the Lender being in breach of any Sanctions (if and to the extent applicable to any of them) or becoming a Restricted Party,

in each case, unless such action is a Sanctions Permitted Action.

**Taxation**

- 19.25 Each Obligor shall:

- (a) file all tax returns required to be filed by it in any jurisdiction;
- (b) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
  - (i) such payment is being contested in good faith;

- (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Lender under clause 17.2 (*Financial statements*); and
- (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

19.26 No Obligor may change its residence for Tax purposes.

**Corporate/Partnership structure and ownership of Obligors**

19.27 The Borrower shall not form, acquire or have any Subsidiaries other than 0907414 and FB Burrard.

19.28 The Borrower shall maintain at all times not less than one hundred per cent (100%) of the direct ownership and control interest in 0907414.

19.29 Western Potash Holdings shall maintain not less than one hundred per cent (100%) of the direct ownership and control interest in the Borrower.

19.30 The Obligors shall procure that Western Resources shall maintain:

- (a) at all times prior to the Vantage Acquisition, not less than one hundred per cent (100%) of the direct ownership and control interest in Western Potash Holdings;
- (b) at all times from the Vantage Acquisition but prior to a Subsequent Vantage Acquisition, not less than forty six per cent (46%) of the direct ownership and control interest in Western Potash Holdings; and
- (c) at all times from a Subsequent Vantage Acquisition, not less than thirty five per cent. (35%) of the direct ownership and control interest in Western Potash Holdings.

19.31 The Obligors shall procure that:

- (a) at any time from and after the Vantage Acquisition but prior to a Subsequent Vantage Acquisition, Vantage shall maintain at all times no more than fifty four per cent (54%) of the direct ownership and control interest in Western Potash Holdings; and
- (b) at all times from a Subsequent Vantage Acquisition, not more than sixty five per cent. (65%) of the direct ownership and control interest in Western Potash Holdings.

19.32 The Obligors shall procure that at any time from and after the Vantage Acquisition, Western Resources and Vantage shall in aggregate maintain all times:

- (a) not less than one hundred per cent (100%) of the direct ownership and control interest in Western Potash Holdings;

- (b) not less than hundred per cent (100%) of the indirect ownership and control interest in the Borrower; and
- (c) not less than hundred per cent (100%) of the indirect ownership and control interest in 0907414.

19.33 No Obligor shall amend:

- (a) its constitutional documents in a manner which would be prejudicial to the interests of the Lender under the Finance Documents, provided that, for the avoidance of doubt, the Parties acknowledge that any amendment which adversely affects the enforceability of the Transaction Security is prejudicial to the interests of the Lender; or
- (b) any director consent delivered to the Lender pursuant to clause 4.1 (*Initial conditions precedent*),
- (c) in each case, without the prior written consent of the Lender.

#### **Property**

19.34 Each of the Borrower and 0907414 shall maintain, preserve, protect and keep:

- (a) all of its ownership, lease, use, licence and other interests in the Project assets (including the Mining Leases and the Material Land Rights) as are necessary for it to be able to operate the Project materially in accordance with the Approved Project Plan, in accordance with sound mining and business practice; and
- (b) all of the Project assets owned by it in good repair, working order and condition (substantially in line with the state of repair, working order and condition as at the date of this Agreement), make necessary and proper repairs, renewals and replacements so that the business carried on in connection therewith may be properly and safely conducted at all times, such operation to be in accordance with sound mining and business practice unless the continued maintenance of any such Project asset is no longer necessary for the Borrower and/or 0907414 to operate the Project.

19.35 Each Obligor shall maintain, preserve, protect and keep good and marketable title to all of its assets which are the subject of any Transaction Security.

19.36 The Obligors shall operate the Project in accordance with Good Industry Practice.

#### **Royalties and stream**

19.37 No Obligor may grant any royalty, stream, net smelter return obligation, net profit payment or similar arrangement other than:



- (a) any royalty payments required to be made in accordance with applicable law; and
- (b) pursuant to the Royalty Agreement.

**Minimum account balance**

- 19.38 The Borrower shall maintain at all times a balance of at least the USD Equivalent of CAD 5,000,000 in its bank accounts (excluding the balance at any time on the Debt Service Reserve Account), provided that if the amount received by the Borrower pursuant to clause 19.65(b) is \$35,000,000 or more, then the minimum balance required to be maintained pursuant to this clause 19.38 shall be deemed to be the USD Equivalent of CAD 0.

**Treasury Transactions**

- 19.39 No Obligor may enter into a Treasury Transaction without the Lender's prior written consent.

**Anti-money laundering law**

- 19.40 Each Obligor shall:
- (a) (and the Obligors shall procure that its Affiliates and the Sponsors shall), comply with applicable anti-money laundering laws; and
  - (b) maintain policies and procedures designed to promote and achieve compliance with such laws.

**Insurance**

- 19.41 Each Obligor shall maintain Insurances on and in relation to its business and assets against those risks and to the extent as is usual or appropriate for prudent companies carrying on the same or substantially similar business and shall comply in full with the terms of the Insurance Schedule.
- 19.42 All Insurances must be with reputable independent insurance companies or underwriters and name the Lender as first loss payee and additional insured.
- 19.43 Each Obligor shall:
- (a) ensure that the Insurances are in full force and effect and that all premia are paid when due;
  - (b) ensure that the conditions of the Insurances are complied with; and

- (c) ensure that nothing will be done or omitted which would reduce or avoid liability under any of the Insurances.

**Further assurance**

19.44 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require):

- (a) to create, perfect, protect or maintain the Security created or intended to be created under or evidenced by the Security Documents (which may include the placing or removal of any registration or financing statement) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law;
- (b) to ensure that the Transaction Security has or will have first ranking priority; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Documents;

19.45 Each Obligor, upon the acquisition of any Project assets in respect of which no Security has effectively been granted and perfected pursuant to any Security Document:

- (a) within 30 days of the acquisition of such assets having an aggregate fair market value in excess of \$50,000 (or its equivalent in any other currency);
- (b) promptly and in any event within 5 Business Days after entering into any Material Project Document;
- (c) with respect to the acquisition of any other such assets, during a Quarter, by no later than 30 days after the end of the relevant Quarter,

shall:

- (i) enter into all instruments required by the Lender, in the form and substance satisfactory to the Lender, to grant to the Lender a first ranking Security over such newly acquired assets;
- (ii) simultaneously therewith effect all relevant notarisations and registrations; and
- (iii) take all other actions necessary to:
  - (A) create in favour of the Lender valid and perfected first ranking Security over all of such newly acquired assets: and
  - (B) evidence the creation of such Security.

**Project Documents**

- 19.46 Each Obligor shall duly and punctually perform, comply with and observe its obligations under each Project Document to which it is party.
- 19.47 Each Obligor shall maintain and enforce its rights under the Project Documents.
- 19.48 No Obligor shall, without the prior consent of the Lender, permit or agree to:
- (a) any material amendment of a Material Project Document including any amendment to amounts payable by the Borrower under a Material Project Document, if the effect of such amendment has a value greater than \$50,000;
  - (b) the suspension, waiver, repudiation, revocation, annulment or cancellation of the whole of, or any material provision of, a Material Project Document or Project Authorisation;
  - (c) except as expressly required under the Finance Documents, the assignment or transfer of a Material Project Document or Project Authorisation;
  - (d) any other party to a Material Project Document assigning or transferring that party's rights or obligations under that Material Project Document; or
  - (e) subject to clause 20.30 (*Project Documents*), the termination of a Material Project Document (unless directed to do so by the Lender in accordance with the Finance Documents).

**Royalty Agreement**

- 19.49 The Borrower shall not amend or waive or permit the waiver of all or any part of the Royalty Agreement in any way that would result in:
- (a) any direct or indirect modification to or enhancement of any right of the Royalty Holder under the Royalty Agreement to take terminate or take other acceleration action;
  - (b) any increase in the "Royalty Rate" (as defined in the Royalty Agreement) or any new stream, royalty or analogous arrangement over any products produced by the Project;
  - (c) the introduction of any new or increased payment obligation of the Borrower to the Royalty Holder;
  - (d) any modification to or introduction of any new "Default" (as defined in the Royalty Agreement) that is, in the opinion of the Lender, materially adverse to the Lender's interest in the assets the subject of the Transaction Security or would or could reasonably be

expected to have a material adverse effect on an Obligors' ability to comply with its payment obligations under the Facility;

- (e) a modification to any rights of the Royalty Holder in the event of a "Default" (as defined in the Royalty Agreement) that is materially adverse to the Lender's interest in the assets the subject of the Transaction Security or would or could reasonably be expected to have a material adverse effect on an Obligors' ability to comply with its payment obligations under the Facility; or
- (f) any modification of the definition of "Project Finance Parties", the definition of "Senior Facility", the definition of "Senior Lienholder Indebtedness", of clause 7.1 (*Security*), or clause 7.5 (*Encumbrances*), in each case of the Royalty Agreement or any other modification to the ability of the Borrower to procure or refinance debt.

#### **Lender's right to investigate**

- 19.50 Each Obligor shall keep proper books of account and records covering all its business and affairs on a current basis, make full, true and correct entries of its transactions in such books and set aside on its books from its earnings all such proper reserves as required by IFRS.
- 19.51 The Lender may from time to time instruct the Technical Adviser to investigate the Project, the Project assets and the Obligors in order to establish whether the Project is being conducted in accordance with the Approved Project Plan and/or to assess requests for funding. The costs of such investigation shall be borne by the Borrower.
- 19.52 The Borrower must ensure that the Lender and the Technical Adviser and any of their respective officers, employees and agents have access (at the Borrower's expense):
  - (a) to the Project, the Project assets and the Obligors; and
  - (b) the records of the Project, including all records of work done and payments made,
    - in each case:
      - (i) quarterly on reasonable prior notice; and
      - (ii) otherwise, if a Default has occurred and is continuing, at such times as the Lender requires; and
  - (c) are given such assistance as they may reasonably require from the Obligors and of their respective officers, employees and agents at all reasonable times.

**Arm's length basis**

- 19.53 No Obligor shall enter into any Material Project Document or Permitted Leasing Contract or any other transaction with any person except on market standard arm's length terms and for full market value and where (if the counterparty is an Affiliate of the relevant Obligor) the relevant Obligor certifies to the Lender that the terms are no less favourable to the relevant Obligor than any terms that could be obtained by the relevant Obligor in a market standard arm's length arrangement with a person who is not an Affiliate of it.

**Capital expenditures**

- 19.54 The Borrower shall not incur, or commit to incur, any capital expenditure in respect of any matter in any Financial Year of more than 10% over the budgeted amounts set forth in the then-current Approved Project Plan and Operating Budget.

**Environmental Compliance**

- 19.55 The Borrower shall:
- (a) comply with all Environmental Laws;
  - (b) obtain, maintain and ensure compliance with all requisite Authorisations under Environmental Law; and
  - (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law.

**Environmental Claims**

- 19.56 The Borrower shall, promptly upon becoming aware of the same, inform the Lender in writing of:
- (a) any Environmental Claim against it which is current, pending or threatened; and
  - (b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it.

**Cost to Complete Certificate**

- 19.57 The Borrower shall ensure that each Cost to Complete Certificate shall:
- (a) be prepared in good faith and after reasonable due diligence;
  - (b) accurately document historical data and include the Borrower's best estimate of projected receipts and expenditure;

- (c) be true and accurate in all material respects and not omit anything which would make it misleading in a material respect; and
- (d) comply with the Finance Documents and take into account obligations and rights under the Project Documents.

### **Project Accounts**

- 19.58 The Borrower shall open, operate and maintain the Project Accounts in accordance with the terms of the Accounts Agreement.
- 19.59 The Borrower shall procure that:
- (a) the equity contributions required to be raised pursuant to clause 19.65 (*Conditions subsequent*);
  - (b) the proceeds of the Loan required to fund the Construction Account in accordance with 3 (*Purpose*);
  - (c) the Insurance Proceeds; and
  - (d) any proceeds of any prepayment under or in connection with the Offtake Agreement (other than any such prepayment contemplated in the Offtake Agreement as at the date hereof),
- are deposited in the Construction Account.
- 19.60 The Borrower will procure that the Debt Service Reserve Account is funded in an amount equal to the DSRA Opening Balance from the proceeds of the first Utilisation of the Facility in accordance with clause 3.1 (*Purpose*).
- 19.61 The Borrower may only withdraw amounts from the Debt Service Reserve Account to pay interest amounts that have fallen due to the Lender as contemplated in clause 8.2(a) (*Payment of interest*).
- 19.62 The Borrower will not make a withdrawal from any Project Account (other than the Debt Service Reserve Account) without the consent of the Lender unless such withdrawal is made in accordance with the Payment Cascade, the Approved Financial Model and the then-current Operating Budget and otherwise in accordance with the Finance Documents, and provided always no such withdrawal may be made without the prior written consent of the Lender if:
- (a) any of its accounts would be or become overdrawn as a result;

- (b) the Lender has notified the Borrower in writing that such withdrawal is not or would not be permitted under the Finance Documents specifying the provision of the relevant Finance Document pursuant to which such withdrawal is not or would not be permitted; or
  - (c) an Event of Default has occurred.
- 19.63 The Lender may only deliver a Trigger Notice (as defined in the Accounts Agreement) at any time after the occurrence of a Default.
- 19.64 Each other Obligor may only open, operate and maintain bank accounts to the extent that perfected Transaction Security has been created in favour of the Lender, in form and substance satisfactory to the Lender.

#### **Conditions subsequent**

- 19.65 On or before the date that is seventy-five (75) days following Financial Close the Borrower shall deliver to the Lender (in each case in form and substance satisfactory to the Lender):
- (a) evidence that the Vantage Acquisition has been completed, including copies of
    - (i) a resolution of a general meeting of the shareholders of Western Resources approving the Vantage Acquisition; and
    - (ii) any other necessary approvals of the Vantage Acquisition; and
  - (b) evidence that equity contributions in an amount of \$30,000,000 have been received by the Borrower into the Construction Account.
- 19.66 To the extent not satisfied prior to Financial Close (to the satisfaction of the Lender), on or before 30 June 2022, the Borrower shall conduct a hiring process and employ an individual for the role of "Director Health, Safety, Environmental and Community", approved by the Lender.

## **20 Events of Default**

- 20.1 Each of the events or circumstances set out in clause 20 is an Event of Default (save for clause 20.44 (*Acceleration*)).

#### **Non-payment**

- 20.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:
- (a) its failure to pay is caused by:
    - (i) an administrative or technical error; or

(ii) a Disruption Event; and

(b) payment is made within three (3) Business Days of its due date.

#### **Financial covenants**

20.3 Any requirement of clause 18 (*Financial covenants*) is not satisfied.

#### **Other obligations**

20.4 Other than as set out in clauses 20.1 and 20.2, an Obligor does not comply with any provision of the Finance Documents (other than those referred to in clauses 19.65 and 19.66 (*Conditions subsequent*)) unless the relevant non-compliance is capable of remedy and is remedied within fifteen (15) Business Days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower (or the relevant Obligor) becoming aware of the failure to comply.

20.5 The Borrower does not satisfy any of the conditions set out in clause 19.65 or 19.66 (*Conditions subsequent*) by the due date for such condition.

#### **Misrepresentation**

20.6 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of an Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made or repeated unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within fifteen (15) Business Days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower (or the relevant Obligor) becoming aware of the misrepresentation.

#### **Cross default**

20.7 Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.

20.8 Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

20.9 Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of the Obligor as a result of an event of default (however described).

20.10 Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of the Obligor due and payable prior to its specified maturity as a result of an event of default (however described).



**Insolvency**

- 20.11 Any Obligor:
- (a) is unable or admits inability to pay its debts as they fall due;
  - (b) suspends or threatens in writing to suspend making payments on any of its debts or announces in writing or threatens in writing an intention to do so; or
  - (c) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.
- 20.12 The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- 20.13 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

**Insolvency proceedings**

- 20.14 Any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (a) the suspension of payments, a moratorium of any indebtedness, striking off, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;
  - (b) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
  - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets; or
  - (d) the enforcement of any Security over any assets of any Obligor having an aggregate value of \$100,000 or more,

or any analogous procedure or step is taken in any jurisdiction. This clause 20.14 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ninety (90) days of commencement.

**Creditors' process**

- 20.15 Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Obligor having an aggregate value of \$50,000 or more.

**Unlawfulness and invalidity**

- 20.16 It is or becomes unlawful for any person (other than the Lender) to perform any of its obligations under the Finance Documents.
- 20.17 Any obligation or obligations of any person (other than the Lender) under any Finance Documents are not or cease to be legal, valid, binding or enforceable.
- 20.18 Any Obligor rescinds, terminates or repudiates or purports or gives notice to rescind, terminate or repudiate a Finance Document to which it is a party or evidences an intention to rescind, terminate or repudiate such Finance Document.
- 20.19 Any Transaction Security or any subordination created under the Subordination Agreement ceases to be legal, valid, binding, enforceable or effective.

**Cessation of business**

- 20.20 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

**Abandonment and suspension**

- 20.21 The whole or a substantial part of the Project assets are lost or damaged.
- 20.22 The Borrower (or 0907414, as applicable) abandons or, on and from the commencement of any construction works, indefinitely suspends (without providing the Lender with a plan to recommence) the construction of, all or a material part of the Project or evidences an intention to do so.

**Expropriation**

- 20.23 Any Project asset (including any Mining Lease and any Material Land Right) is seized, expropriated, nationalised, acquired, confiscated, requisitioned or administered (whether compulsorily or not) by any Competent Authority.

**Mining Leases and Material Land Rights**

- 20.24 Any Mining Lease or Material Land Right is terminated, cancelled, suspended or revoked (whether wholly or in part).
- 20.25 Any Mining Lease or Material Land Right is modified or varied in a way that is adverse in any material respect to the interest of the relevant Obligor.
- 20.26 Any Mining Lease or Material Land Right expires and is not renewed on substantially the same terms.

### Project Documents

- 20.27 Any party to a Material Project Document does not perform or breaches any obligation under a Material Project Document to which it is party, which is not remedied to the reasonable satisfaction of the Lender within fifteen (15) days of the earlier of (i) the Lender giving notice to the Borrower of such failure to perform or breach and (ii) the Borrower (or any other Obligor) becoming aware of such failure to perform or breach.
- 20.28 An event of default (howsoever defined) under the Royalty Agreement occurs.
- 20.29 The Royalty Holder does not perform or breaches any obligation under the Intercreditor Agreement.
- 20.30 Any other Material Project Document is terminated (other than through expiry of time or the fulfilment of the obligations thereunder) unless that Material Project Document is replaced by an agreement in form and substance, and with a party, in each case satisfactory to the Lender, by the later of:
- (a) thirty (30) days of the termination event or notice of termination; and
  - (b) any other time period permitted under this Agreement.
- 20.31 It is or becomes unlawful for any party to a Material Project Document to perform any of its material obligations under any Material Project Document to which it is party.
- 20.32 Any party to a Material Project Document repudiates a Material Project Document to which it is party or evidences an intention to repudiate a Material Project Document to which it is party.
- 20.33 Any Material Project Document is not (or is claimed by any party to a Material Project Document not to be) in full force and effect in all material respects.
- 20.34 Any party to a Material Project Document rescinds or purports to rescind any Material Project Document to which it is party in whole or in part.
- 20.35 The authority or ability of any party to a Material Project Document to conduct its business is limited or wholly or substantially curtailed by any seizure, compulsory acquisition, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any government entity in relation to it or any of its assets.
- 20.36 Any material obligation or obligations of any party to a Material Project Document under any Material Project Document to which it is party (as applicable) are not or cease to be legal, valid, binding or enforceable.

**Failure to comply with court judgment or arbitral award**

- 20.37 Any Obligor fails to comply with or pay by the required time any sum due from it under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction. No Event of Default will occur under this clause 20.37 if the aggregate liability under all such judgments and orders is less than \$50,000 or Equivalent.

**Material Adverse Change**

- 20.38 Any event or circumstance or series of events or circumstances (including any change to any law or regulation) occurs which has or is reasonably likely to have a Material Adverse Effect.

**Insurance**

- 20.39 Any Insurance or any other insurance required to be effected in respect of the Project:
- (a) is not, or ceases to be, in full force and effect;
  - (b) is unavailable at the time it is required to be effected; or
  - (c) is avoided.
- 20.40 Any Insurer is entitled to avoid or otherwise reduce its liability under the policy relating to any Insurance or other insurance required to be effected under any Material Project Document, unless the Insurance is, prior to its cessation, replaced by insurance on substantially similar terms and in form and substance satisfactory to the Lender.

**Project Completion**

- 20.41 Failure to achieve Physical Completion by the Physical Completion Longstop Date.
- 20.42 Failure to achieve Interim Operational Completion by the Interim Operational Completion Longstop Date.
- 20.43 Failure to achieve Final Operational Completion by the Final Operational Completion Longstop Date.

**Acceleration**

- 20.44 On and at any time after the occurrence of an Event of Default, the Lender may, by notice to the Borrower:
- (a) cancel all or any part of the Total Commitments whereupon they shall immediately be cancelled;

- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or
- (d) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents (including any Security Document).

20.45 To the extent the Lender declares (a **declaration**) all or any part of the Loans (together with accrued interest, and any or all other amounts accrued or outstanding under the Finance Documents) (the **Accelerated Amount**) be immediately due and payable, the Borrower shall pay to the Lender an acceleration fee in an amount equal to:

- (a) 45% of the Accelerated Amount, if such declaration is made on or prior to the first anniversary of Financial Close;
- (b) 32.5% of the Accelerated Amount, if such declaration is made after the first anniversary of Financial Close and on or prior to the second anniversary of Financial Close;
- (c) 20% the Accelerated Amount, if such declaration is made after the second anniversary of Financial Close and on or prior to the third anniversary of Financial Close;
- (d) 10% of the Accelerated Amount, if such declaration is made after the third anniversary of Financial Close and on or prior to the fourth anniversary of Financial Close; and
- (e) 0% of the Accelerated Amount, if such declaration is made after the fourth anniversary of Financial Close and prior to the Final Repayment Date.

### **Changes to Parties**

## **21 Changes to the Lender**

### **Assignments and transfers by the Lender**

21.1 Subject to this clause 21, the Lender (the **Existing Lender**) may:

- (a) assign any of its rights; and/or
  - (b) transfer by novation any of its rights and obligations,
- to:
- (i) another bank or financial institution;

- (ii) a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets;
- (iii) an Affiliate or Related Fund of the Lender; or
- (iv) any other person,

in each case, the **New Lender**, without the consent of the Borrower.

21.2 The consent of the Borrower is required for an assignment or transfer by an Existing Lender, unless the assignment or transfer is:

- (a) to an Affiliate of any Lender;
- (b) to a fund which is a Related Fund of the Existing Lender; or
- (c) made at a time when an Event of Default is continuing.

21.3 The consent of the Borrower to an assignment or transfer pursuant to clause 21.2 must not be unreasonably withheld or delayed. The Borrower will be deemed to have given its consent five (5) Business Days after the Existing Lender has requested it unless consent is expressly refused by the Borrower within that time.

21.4 If:

- (a) the Lender assigns or transfers any of its rights or obligations under the Finance Documents and the Intercreditor Agreement; and
- (b) as a result of circumstances existing at the date the assignment or transfer occurs, an Obligor would be obliged to make a payment to the New Lender under clause 11 (*Tax gross-up and indemnities*),

then the New Lender is only entitled to receive payment under that clause to the same extent as the Existing Lender would have been if the assignment or transfer had not occurred.

21.5 No assignment or transfer by the Existing Lender of any interest in any Finance Document (other than in accordance with clause 21.6 (*Security over Lender's rights*) below) shall be effective unless such assignment or transfer is made in accordance with this Agreement.

#### **Security over Lender's rights**

21.6 In addition to the other rights provided to the Lender under this clause 21, the Lender may, without consulting or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any

Finance Document or the Intercreditor Agreement to secure obligations of the Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) if the Lender is a fund, any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by the Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

## 22 Changes to the Obligors

### Assignment and transfer by the Obligors

- 22.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

### The Lender

## 23 Role of the Lender

### Rights and discretions of the Lender

- 23.1 The Lender shall not knowingly take any action which would cause it to become unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan (or it to become unlawful for any of the Affiliates or Related Funds of the Lender which are listed in clause 7.2 (*Mandatory prepayment – illegality*) for the Lender to do so), unless the Lender is required to take such action under any applicable law or regulation or is directed to take such action by any of its (or its Affiliates or Related Funds which are listed in clause 7.2 (*Mandatory prepayment – illegality*)) regulatory bodies.
- 23.2 Notwithstanding any other provision of any Finance Document to the contrary, the Lender is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law, regulation or duty of confidentiality.

## 24 Conduct of business by the Lender

No provision of this Agreement will:

- (a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

### Administration

## 25 Payment cascade

### Payment cascade prior to acceleration

25.1 On and from Financial Close and prior to the date on which the Lender serves a notice contemplated by clause 20.44 (*Acceleration*) on any date on which a payment is due to be made by an Obligor, the relevant Obligor shall apply the balances on the Project Accounts (or such other bank accounts held by that Obligor) in or towards payment of the amounts referred to in (a) to (i) (inclusive) below in accordance with the Finance Documents and in the following manner and, if payment is due in respect of more than one such item on such date, in the following order (together in each case with any applicable VAT or other Taxes thereon):

- (a) Approved Project Costs (including payment of the Royalty in accordance with clause 2.2 (*Calculation and payment of Royalty*) of the Royalty Agreement, but not including any other payment under the Royalty Agreement) as set out in the Approved Financial Model or otherwise approved as Approved Project Costs in accordance with the provisions of the Finance Documents;
- (b) all costs, charges, fees and expenses of the Lender due under the Finance Documents;
- (c) all interest and all commissions due under the Finance Documents in relation to the Facilities;
- (d) all principal amounts due under the Finance Documents in relation to the Facilities;
- (e) any other sum due to the Lender pursuant to the Finance Documents;
- (f) any mandatory prepayments under the Facilities;
- (g) voluntary prepayments under the Facilities; and



- (h) any other sum not provided for in paragraph (a) above which is due under the Royalty Agreement.

**Payment cascade after acceleration**

- 25.2 All amounts from time to time received or recovered by the Lender pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security shall be applied in the following order of priority:
- (a) in discharging any sums owing to any Receiver or any Delegate;
  - (b) in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Transaction Security;
  - (c) in payment or distribution to the Lender for application towards the discharge of all costs, charges, fees and expenses of the Lender due under the Finance Documents;
  - (d) in payment or distribution to the Lender for application towards the discharge of all interest and all commissions due under the Finance Documents in relation to the Facility;
  - (e) in payment or distribution to the Lender for application towards the discharge of all principal amounts due under the Finance Documents in relation to the Facility;
  - (f) in payment or distribution to the Lender for application towards the discharge of any other sum due to the Lender pursuant to the Finance Documents; and
  - (g) the balance, if any, shall be paid to whoever is entitled to that balance.

## **26 Payment mechanics**

**Payments to the Lender**

- 26.1 On each date on which an Obligor is required to make a payment under a Finance Document, that Obligor shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- 26.2 Payment shall be made to such account in the principal financial centre of the country of that currency with such bank as the Lender, in each case, specifies.

**Distributions to an Obligor**

- 26.3 The Lender may (with the consent of the Obligor or in accordance with clause 27 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

**Partial payments**

- 26.4 If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Lender shall use its discretion in applying that payment towards the obligations of that Obligor under the Finance Documents.

**No set-off by Obligors**

- 26.5 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**Business Days**

- 26.6 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- 26.7 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

**Currency of account**

- 26.8 Subject to clauses 26.9 and 26.10, US dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- 26.9 Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- 26.10 Any amount expressed to be payable in a currency other than US dollars shall be paid in that other currency.

**Change of currency**

- 26.11 If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be

amended to comply with any generally accepted conventions and market practice in the relevant market and otherwise to reflect the change in currency.

## 27 Set-off

The Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. The Lender shall as soon as practicable notify that Obligor of any such set-off.

## 28 Notices

### Communications in writing

28.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

28.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor:

|            |                                                                            |
|------------|----------------------------------------------------------------------------|
| Address:   | PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada                           |
| E-mail:    | <a href="mailto:jerry@westernresources.com">jerry@westernresources.com</a> |
| Attention: | Jerry Zhang                                                                |

(b) in the case of the Original Lender:

|            |                                                                                |
|------------|--------------------------------------------------------------------------------|
| Address:   | 47 Esplanade, St Helier, Jersey JE1 0BD                                        |
| E-mail:    | <a href="mailto:mark.collins@crestbridge.com">mark.collins@crestbridge.com</a> |
| Attention: | Mark Collins                                                                   |

with a copy to:

|          |                                           |
|----------|-------------------------------------------|
| Address: | 5th Floor, 45 Pall Mall, London, SW1Y 5JG |
|----------|-------------------------------------------|

|            |                                                                                                                                  |
|------------|----------------------------------------------------------------------------------------------------------------------------------|
| E-mail:    | <a href="mailto:wjarvis@appiancapitaladvisory.com">wjarvis@appiancapitaladvisory.com</a><br>andtmister@appiancapitaladvisory.com |
| Attention: | Winta Jarvis and Timothy Mister                                                                                                  |

- (c) in the case of any other Lender, that notified in writing to the Borrower on or prior to the date on which it becomes a Party,

or any substitute address or fax number or department or officer as the relevant Party may notify to the other Parties by not less than five (5) Business Days' notice.

### **Delivery**

28.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 28.2 (*Communications in writing*), if addressed to that department or officer.

28.4 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

28.5 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligor.

28.6 Any communication or document which becomes effective, in accordance with clauses 28.3, 28.4 and 28.5 above, after 5.00pm in the place of receipt shall be deemed only to become effective on the following day.

### **Electronic communication**

28.7 Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including without limitation, by way of posting to a secure website) if those two Parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- 28.8 Any such electronic communication as specified in clause 28.7 above to be made between an Obligor and the Lender may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- 28.9 Any such electronic communication as specified in clause 28.7 made between any two Parties will be effective only when actually received (or made available) in readable form.
- 28.10 Any electronic communication which becomes effective, in accordance with clause 28.9, after 5.00pm in the place of receipt shall be deemed only to become effective on the following day.

#### **English language**

- 28.11 Any notice given under or in connection with any Finance Document must be in English.
- 28.12 All other documents provided under or in connection with any Finance Document must be:
- (a) in English; or
  - (b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **29 Calculations and certificates**

#### **Accounts**

- 29.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

#### **Certificates and determinations**

- 29.2 Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 29.3 No director or authorised signatory of any Obligor shall incur personal liability by signing any notice or certificate under any Finance Document.

**Day count convention**

- 29.4 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty (360) days.

**30 Partial invalidity**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**31 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under a Finance Document shall operate as a waiver, of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

**32 Amendments and waivers****Required consents**

Any term of the Finance Documents may be amended or waived only with the consent of the Lender and the Borrower and any such amendment or waiver will be binding on all Parties.

**33 Confidentiality****Confidential Information**

- 33.1 Each Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 33.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

**Disclosure of Confidential Information**

- 33.2 A Party (the **Disclosing Party**) may disclose:

- (a) to any of its Affiliates (and, in the case of the Lender, Related Funds) and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as the Disclosing Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this clause (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
  - (i) in the case of the Lender, to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or the Intercreditor Agreement and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (ii) in the case of the Lender, with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, transaction (including any credit protection provided to the Lender or any of its Affiliates) under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (iii) in the case of the Lender, to the Royalty Holder pursuant to the terms of the Intercreditor Agreement;
  - (iv) appointed by the Lender or by a person to whom clause (i) or (ii) applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;
  - (v) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clause (i) or (ii);
  - (vi) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
  - (vii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

- (viii) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 21.6 (*Security over Lender's rights*);
- (ix) who is a Party; or
- (x) with the consent of the Borrower (in the case of the Lender) or the Lender (in the case of any other Party);

in each case, such Confidential Information as the Disclosing Party shall consider appropriate if:

- (A) in relation to clauses (i) or (ii) and (iv), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
  - (B) in relation to clause (v), the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
  - (C) in relation to clauses (i), (ii) and (iii), the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Disclosing Party, it is not practicable so to do in the circumstances;
- (c) to any person appointed by the Lender or by a person to whom clause (b)(i) or (b)(ii), applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration / Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender; and
  - (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to



whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

#### **Entire agreement**

- 33.3 This clause 33 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

#### **Inside information**

- 33.4 The Parties acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each Party undertakes not to use any Confidential Information for any unlawful purpose.

#### **Notification of disclosure**

- 33.5 The Disclosing Party agrees (to the extent permitted by law and regulation) to inform the Borrower (where the Lender is the Disclosing Party) or the Lender (where any other Party is the Disclosing Party):
- (a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 33.2(b)(vi) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and
  - (b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 33 (*Confidentiality*).

#### **Continuing obligations**

- 33.6 The obligations in this clause 33 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Party until the earlier of:
- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
  - (b) the date on which the Lender otherwise ceases to be a Party.

## 34 Counterparts

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

### Governing law and enforcement

## 35 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

## 36 Enforcement

### Jurisdiction

- 36.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) or any non-contractual obligation arising out of or in connection with this Agreement (a **Dispute**).
- 36.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 36.3 Clauses 36.1 and 36.2 are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

### Service of process

- 36.4 Without prejudice to any other mode of service allowed under any relevant law, each Obligor:
- (a) irrevocably appoints TMF Global Services (UK) Limited of 8th Floor, 20 Farringdon Street, London EC4A 4AB (or such other person having an office or place of business in England as the Obligor may at any time in the future substitute by notice in writing to all the other parties to this Agreement) as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;
  - (b) agrees that if this appointment is terminated for any reason, it will appoint a replacement agent and will ensure that the new agent notifies it of its acceptance of appointment; and
  - (c) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

This Agreement has been entered into on the date stated at the beginning of this Agreement

## Schedule 1

### Conditions precedent

In this Schedule 1, references to "certified copies" means that the copies should, in the case of a document to which an Obligor is a party, board resolutions or its constitutive documents, be certified as true copies by a director or officer of that Obligor.

#### 1 Corporate Documentation

- (a) A certified copy of the constitutional documents/or registration documents of each of the Obligors.
- (b) A certified copy of a resolution of the board of directors of each Obligor:
  - (i) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and ratifying its entry into those Transaction Documents;
  - (ii) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf or ratifying such execution;
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Transaction Documents to which it is a party; and
  - (iv) approving the Approved Project Plan.
- (c) A certified copy of a resolution of the board of directors of Tairui Mining Inc.:
  - (i) approving the terms of, and the transactions contemplated by, the Tairui Subordination Agreement and ratifying its entry into the Tairui Subordination Agreement;
  - (ii) authorising a specified person or persons to execute the Tairui Subordination Agreement on its behalf or ratifying such execution; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Tairui Subordination Agreement.
- (d) A certified specimen of the signature of each person authorised by the resolution referred to in paragraph (a) above in relation to the Transaction Documents and related documents.

- (e) Where any Transaction Document has been signed or will be signed by an Obligor by way of power of attorney, a certified copy of each such power of attorney.
- (f) A certified copy of a resolution signed by all the holders of the issued shares in each Obligor approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party.
- (g) A solvency certificate in respect of each Guarantor signed by a director of the Guarantor.
- (h) A certified copy of the register of members/shareholders of each Obligor.
- (i) A certificate of a director of each of the Obligors confirming that on the date of that certificate:
  - (i) no Default is continuing;
  - (ii) borrowing, guaranteeing and securing (as applicable) the Total Commitments would not cause any borrowing, guaranteeing, securing or similar limit binding on it to be exceeded; and
  - (iii) each copy document relating to it specified in this paragraph 1 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.
- (j) A certificate of status or good standing in respect of each Obligor issued by the appropriate governmental body or agency of the jurisdiction in which such Obligor is incorporated or otherwise formed.
- (k) A perfection certificate of a director of the Borrower confirming, amongst other matters, the material contracts of the Borrower.

## 2 Finance Documents

An original, duly executed by each party thereto, of each of the Finance Documents.

## 3 Security

- (a) A copy of all share certificates, transfers, resolutions, proxies and stock transfer forms or equivalent duly executed by the relevant Obligor in blank in relation to the assets subject to or expressed to be subject to the Transaction Security and other documents of title to be provided under the Security Documents.
- (b) Evidence that all filings, stampings, registrations, recordings, notifications and other actions (or documents to effect such actions) in all relevant jurisdictions which are necessary or

desirable in order to create in favour of the Lender valid perfected first-ranking Security over all of the assets and property which are or are expressed to be the subject of the Transaction Security.

#### **4 Other Transaction Documents**

A certified copy of each Material Project Document, in each case, duly executed by the parties to those documents.

#### **5 Legal opinions**

- (a) A legal opinion of Norton Rose Fulbright LLP, legal advisers to the Original Lender in England, in relation to the Finance Documents governed by English law.
- (b) A legal opinion of Bennett Jones LLP, legal advisers to the Borrower in British Columbia, in relation to the Finance Documents governed by British Columbian law and the capacity of the Obligors established in British Columbia.
- (c) A legal opinion of MLT Atkins LLP, legal advisers to the Borrower in Saskatchewan, in relation to the Finance Documents governed by Saskatchewan law and the capacity of the Obligors established in Saskatchewan.

#### **6 Reports**

- (a) The Legal Due Diligence Report.
- (b) The Insurance Report.
- (c) The Tax Due Diligence Report.
- (d) The agreed form of Construction Phase Management Report.
- (e) The agreed form of Operations Phase Management Report.

#### **7 Approved Project Plan, Approved Financial Model and Operating Budget**

- (a) The Initial Approved Project Plan.
- (b) The Initial Approved Financial Model.
- (c) The Operating Budget.

#### **8 Insurances**

- (a) The Insurance Schedule.

- (b) Evidence that the Insurances (as required by the Insurance Schedule) are in full force and effect.
- (c) Evidence that the Lender has been named as first loss payee and additional insured on Insurance policy.
- (d) An original, duly executed by the relevant broker of a broker's letter of undertaking in relation to the relevant Insurances in the form set out in the Insurance Schedule.
- (e) Evidence that each policy of Insurance required pursuant to clause 19.41 and the Insurance Schedule has attached to it an endorsement in the form set out in the Insurance Schedule.
- (f) Evidence that the Borrower is in compliance with all other obligations set out in the Insurance Schedule.

**9 Other documents and evidence**

- (a) Evidence that the Warrants have been purchased and delivered in accordance with their terms, subject only to Toronto Stock Exchange approval and funding of the first Utilisation.
- (b) The Toronto Stock Exchange has approved the private placement of the Warrants.
- (c) The Claims and Breaches Schedule.
- (d) The Payout Letters, duly executed by the parties thereto.
- (e) Credit committee approval of the Lender.
- (f) Evidence that all relevant approvals and filings have been obtained in relation to the Reorganisation.
- (g) Evidence that the consent of Vantage pursuant to clause 4.1(a) of the Subscription Agreement has been obtained.
- (h) A copy of an amendment to the Tairui Loan, amending the maturity date for such loan.
- (i) Evidence that the process agent referred to in clause 36.4 (*Service of process*) (or such other process agent as agreed between the Borrower and the Lender from time to time) has accepted its appointment in respect of each Obligor.
- (j) Evidence that the Project Accounts have been opened.
- (k) The Original Financial Statements.

- (l) A Compliance Certificate.
- (m) The Group Structure Chart.
- (n) Satisfactory completion of all "know your customer" requirements of the Lender.
- (o) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 10 (*Arrangement Fee*), clause 11.13 (*Stamp taxes*) and clause 14 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date or with the proceeds from the first Utilisation.
- (p) A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into, and performance of the transactions contemplated by, any Transaction Document or for the validity and enforceability of any Transaction Document.



## Schedule 2

### Utilisation Request

From: Western Potash Corp.

To: **[Lender]**

Dated:

Dear Sirs

#### Western Potash Corp. – \$85,000,000 Facility Agreement dated [●] (the Agreement)

- 1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
- 2 We wish to borrow a Loan on the following terms:

|                            |                                                                    |
|----------------------------|--------------------------------------------------------------------|
| Proposed Utilisation Date: | [●]                                                                |
| Amount:                    | [●] or, if less, the Available Facility                            |
| Purpose:                   | Utilisation to be applied pursuant to clause [3.1 / 3.2] (Purpose) |

- 3 We confirm that each condition specified in clause 4.1 (*Initial conditions precedent*) and clause 4.2(a)(1) (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
- 4 The proceeds of this Loan should be credited to the *[insert account details]*.
- 5 This Utilisation Request is irrevocable.

Yours faithfully

---

authorised signatory for

**Western Potash Corp.**

**Schedule 3**  
**Project Authorisations**

| <b>Permit Name</b><br>(including any and all amendments, modifications, waivers and replacements) | <b>Issuing Government Agency</b> | <b>Description</b>                                                                  |
|---------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------------------------------------------|
| Environmental Impact Assessment                                                                   | Ministry of Environment          | Overall Approval for Project                                                        |
| Approval to Construct-Early Works and Site Water Management Plan                                  | Ministry of Environment          | Approval to Construct Site Early Works                                              |
| Permit to Construct Pollutant Control Facilities                                                  | Ministry of Environment          | Permits to Construct Crystallization Pond, Raw Water Pond and Building Containment  |
| Environmental Protection Plan                                                                     | Ministry of Environment          | Environmental Management and Protection Plan for Phase I Construction and Operation |
| Approval to Co-Mingle Production                                                                  | Ministry Energy & Resources      | Approval to withdraw water from multiple aquifers                                   |
| Approval to Drill                                                                                 | Ministry Energy & Resources      | Permits to Drill Caverns                                                            |
| Approval to Inject                                                                                | Ministry Energy & Resources      | Allows the injection of fluids into underground caverns.                            |
| Approval to Operate Works and Water Rights License                                                | Water Security Agency            | Approval to Operate Water Well                                                      |

| <b>Permit Name</b><br>(including any and all amendments, modifications, waivers and replacements) | <b>Issuing Government Agency</b> | <b>Description</b>                                                             |
|---------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------|
| Permit to Conduct Groundwater Investigation                                                       | Water Security Agency            | Permit to Drill Water Well for Groundwater Exploration                         |
| Permit to Construct Water Pipeline                                                                | Water Security Agency            | Permit to Construct Water Pipeline                                             |
| Permit to Drill Water Well - Development                                                          | Ministry Energy and Resources    | Permit to Drill into Mannville Formation                                       |
| Development Agreement                                                                             | Rural Municipality of Lajord     | Amended Development Agreement to include Road and Water Pipeline               |
| Land Rezoning                                                                                     | Rural Municipality of Lajord     | Rezone Project Site land to Industrial from Agricultural                       |
| Building Permit                                                                                   | Rural Municipality of Lajord     | Permit to Construct Buildings                                                  |
| Crossings for Water pipeline                                                                      | SaskPower                        | Water Line crossing permits for electrical Distribution and Transmission Lines |
| Crossings for Water pipeline                                                                      | SaskEnergy                       | Water Line Crossing for buried infrastructure                                  |
| Crossings for Water Pipeline                                                                      | SaskTel                          | Water Line Crossing for buried infrastructure                                  |
| Pipeline Crossing for Haul Road                                                                   | Alliance Pipelines               | Heavy Haul Road Approval to Cross Alliance Pipelines                           |

| <b>Permit Name</b><br>(including any and all amendments, modifications, waivers and replacements) | <b>Issuing Government Agency</b> | <b>Description</b>                                                                                                                                 |
|---------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Pipeline Crossing for Haul Road                                                                   | Kinder Morgan                    | Heavy Haul Road Approval to Cross Alliance Pipelines                                                                                               |
| Approval to Operate                                                                               | Ministry of Environment          | Approval to Operate all site Facilities, including amendment for Hot Mining, Trim Heater Operation and Letter Authorization to Operate Evaporators |
| Approval to Operate                                                                               | Water Security Agency            | Approval to Operate Water Pipeline                                                                                                                 |
| Approval to Operate                                                                               | Water Security Agency            | Approval to Operate Water Pipeline                                                                                                                 |
| Approval To Decommission                                                                          | Ministry of Environment          | Approval to Decommission and Reclaim Facilities Associated with Cold Mining                                                                        |

**Schedule 4**  
**Form of Cost to Complete Certificate**

From: Western Potash Corp.

To: **[Lender]**

Dated:

Dear Sirs

**Western Potash Corp. – \$85,000,000 Facility Agreement  
dated [●] (the Facility Agreement)**

1 We refer to the Facility Agreement. This is a Cost to Complete Certificate. Terms defined in the Facility Agreement have the same meaning when used in this Cost to Complete Certificate unless given a different meaning in this Cost to Complete Certificate.

2 We certify that:

(a) As at the date of this Cost to Complete Certificate:

(i) the aggregate amount, without duplication, (A) Approved Project Costs and (B) Debt Service Finance Costs, in each case which have fallen due and have not yet been paid or which are projected to be incurred in order to achieve the Project Completion Date in the manner contemplated by the Approved Project Plan by [●] amounts to CAD [●];

(ii) the Available Facility amounts to CAD [●]; and

(iii) the amounts standing to the credit of the Project Accounts amount to CAD [●],

(the sum of items (ii) and (iii) inclusive exceeding item (i)) no Funding Shortfall has occurred or will occur; and

(b) the Project Completion Date is anticipated to occur no later than [●].

Attached to this Cost to Complete Certificate are details of the calculations undertaken by the Borrower and invoices and documentation evidencing the Approved Project Costs to enable the Technical Adviser to verify the matters set out in this certificate.

Signed: .....

Director  
of

.....

Director  
of  
**[Borrower]**

*[Borrower]*

Countersigned: .....  
**Technical Adviser**

**Schedule 5**  
**Repayment Schedule**

| <b>Repayment Date</b><br><b>(in each case, last Business Day the</b><br><b>relevant month)</b> | <b>Repayment Instalment (USD)</b><br><b>(subject to adjustment for any interest</b><br><b>capitalised in accordance with clause</b><br><b>8 (<i>Interest</i>))</b> |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30 June 2024                                                                                   | 4,151,364                                                                                                                                                          |
| 30 Sept 2024                                                                                   | 4,151,364                                                                                                                                                          |
| 31 December 2024                                                                               | 4,151,364                                                                                                                                                          |
| 31 March 2025                                                                                  | 4,151,364                                                                                                                                                          |
| 30 June 2025                                                                                   | 4,151,364                                                                                                                                                          |
| 30 Sept 2025                                                                                   | 4,151,364                                                                                                                                                          |
| 31 December 2025                                                                               | 4,151,364                                                                                                                                                          |
| 31 March 2026                                                                                  | 4,151,364                                                                                                                                                          |
| 30 June 2026                                                                                   | 4,151,364                                                                                                                                                          |
| 30 Sept 2026                                                                                   | 4,151,364                                                                                                                                                          |
| 31 December 2026                                                                               | 4,151,364                                                                                                                                                          |
| 31 March 2027                                                                                  | 4,151,364                                                                                                                                                          |
| 30 June 2027                                                                                   | 4,151,364                                                                                                                                                          |
| 30 Sept 2027                                                                                   | 4,151,364                                                                                                                                                          |
| 31 December 2027                                                                               | 4,151,364                                                                                                                                                          |
| 31 March 2028                                                                                  | 4,151,364                                                                                                                                                          |

**Schedule 6**  
**Form of Compliance Certificate**

From: Western Potash Corp.

To: [Lender]

Dated:

Dear Sirs

**Western Potash Corp. – \$85,000,000 Facility Agreement**  
**dated [ ] (the Facility Agreement)**

- 1 We refer to the Agreement. This is a Compliance Certificate required by [clause 4.1 (*Initial Conditions Precedent*)] [clause 17.2 (*Financial statements*)] of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
  
- 2 We confirm that, calculated as at the [first Utilisation Date] [insert relevant Calculation Date]:
  - (a) on [each Calculation Date until the Final Scheduled Repayment Date] [the relevant Calculation Date], the Historic Debt Service Cover Ratio for the Calculation Period ending on that Calculation Date is greater than 1.10:1; and
  - (b) on [each Calculation Date until the Final Scheduled Repayment Date] [the relevant Calculation Date], the Loan Life Cover Ratio is greater than 1.50:1.
  
- 3 Attached hereto are details and calculations of:
  - (a) the Available Cash Flow for each Calculation Period until the Final Scheduled Repayment Date calculated as at each relevant Calculation Date in accordance with the Agreement;
  - (b) the Historic Debt Service Cover Ratio [for each Calculation Date until the Final Scheduled Repayment Date] [for the relevant Calculation Date];
  - (c) the Loan Life Cover Ratio for each Calculation Date until the Final Scheduled Repayment Date;
  - (d) Distributions made during the current Calculation Period;
  - (e) the extent of any Cost to Complete Shortfall;
  - (f) details of the calculations undertaken by the Borrower to enable the Lender to verify the accuracy of the matters set out in this Borrower Compliance Certificate; and



(g) statement of the balance of all Project Accounts.

4 We confirm that no Default has occurred or is continuing.

5 We confirm that the copies of the information submitted with this Compliance Certificate are true, correct and complete.

Signed

.....

[•]

for and on behalf of

**[Borrower]**

Signed

.....

[•]

for and on behalf of

**[Borrower]**

**Schedule 7**  
**Form of Environmental and Social Management Report**

# Environmental and Social Management Report

**Western Resources Corp. (Q2 2022)**

March 2022

|                              | ESG Factor                         | KPI                                                                                                             | Previous Quarter | Current Quarter | Details & corrective actions |
|------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------|-----------------|------------------------------|
| Occupational Health & Safety | Health & Safety                    | Number of employee fatalities because of work-related injuries                                                  |                  |                 |                              |
|                              | Health & Safety                    | Number of lost-time injuries                                                                                    |                  |                 |                              |
|                              | Health & Safety                    | Number of "near-miss" incidents among employees                                                                 |                  |                 |                              |
| Environmental                | Energy management                  | Energy use intensity per tonne of processed KCI (GJ/t)                                                          |                  |                 |                              |
|                              | Water management                   | Freshwater withdrawal volume intensity per tonne of processed KCI (m <sup>3</sup> )                             |                  |                 |                              |
|                              | Environmental incidents            | Number and description of any material environmental incidents (spills, hazardous leaks, etc..)                 |                  |                 |                              |
| Social & Governance          | Human Capital                      | Percentage of women in management positions                                                                     |                  |                 |                              |
|                              | Human Capital                      | Percentage of women employees                                                                                   |                  |                 |                              |
|                              | Human Capital                      | Employee turnover                                                                                               |                  |                 |                              |
|                              | Community relations                | Percentage of employees from the local province (Saskatchewan)                                                  |                  |                 |                              |
|                              | Permitting                         | Material changes to any existing permits                                                                        |                  |                 |                              |
|                              | Shareholder/stakeholders conflicts | Discuss any material conflicts with shareholders or stakeholders, including local communities and first nations |                  |                 |                              |
| Ethics                       | Discrimination                     | Number of employee discrimination cases                                                                         |                  |                 |                              |
|                              | Discrimination                     | Number of employee harassment cases                                                                             |                  |                 |                              |

**Additional commentary:**

[Insert any additional commentary on significant events noted above]

## Schedule 8

### Expert determination

- 1 Where clause 17 (*Information undertakings*) of the Facility Agreement provides for determination by an independent expert in relation the matters referred to in such clause, neither Party shall be entitled to refer such dispute to the English courts unless such dispute has first been referred for determination in accordance with this Schedule 8.
  
- 2 The procedure for the appointment of an independent expert (the **Expert**) by the Lender and the Borrower (the **Parties**) shall be as follows:
  - (a) the Party wishing to appoint or to refer a matter to an Expert shall give notice to that effect to the other Party and, with such notice, shall give details of the reason for the appointment of, and the matter to be referred to, the Expert;
  - (b) the Parties shall meet and endeavour to agree upon a person to be the Expert;
  - (c) if, within five (5) Business Days from the date of the notice under paragraph 2(a), the Parties have failed to agree upon an Expert, the matter shall be referred by the Party wishing the appointment to be made to the President for the time being of the Institute of Materials, Minerals and Mining (the **Appointor**), who shall be requested to make the appointment of the Expert (based on the Appointor's sole assessment of the type of dispute based on the issues of contention, the subject matter of the dispute, and the provisions of paragraph 3 below) within five (5) Business Days and, in so doing, may take such independent advice as he thinks fit;
  - (d) upon a person being appointed as Expert under the foregoing provisions, the Parties forthwith shall notify such person of his selection and shall request him to confirm within three (3) Business Days whether or not he is willing and able to accept the appointment;
  - (e) if such person is either unwilling or unable to accept such appointment, or has not confirmed his willingness and ability to accept such appointment within the said period of three (3) Business Days, then (unless the Parties are able to agree upon the appointment of another Expert) the matter shall be referred (by either Party) to the Appointor who shall be requested to make a further appointment and the process shall be repeated until a person is found who accepts the appointment as Expert; and
  - (f) if there is any dispute between the Parties as to the remuneration to be offered to the Expert, then such amount shall be determined by the Appointor whose decision shall be final and binding on the Parties.
  
- 3 A person shall not be appointed as the Expert:

- (a) unless he is qualified by education, experience and training to determine the matter in dispute;
  - (b) if he has an interest or duty which would materially conflict with his role (including being a director, officer, employee or consultant to a Party or to any Affiliate of a Party); or
  - (c) if he is a national of the jurisdiction of the Borrower.
- 4 The following procedures shall apply where an Expert's determination is sought:
- (a) not later than five (5) Business Days after the Expert has confirmed to the Parties acceptance of his appointment, the Party which referred the matter for a determination by an independent expert (the Referring Party) shall supply to the Expert submissions containing reasonable details to support its case. Not later than five (5) Business Days after receipt of the Referring Party's submission, the other Party shall supply to the Expert submissions containing reasonable details to support its case. Each Party shall promptly provide the Expert with such other information as the Expert may request;
  - (b) if any Party fails to provide any submission or information within the required time period, the Expert shall nevertheless be entitled to make his determination on the basis of such information as may be available to him;
  - (c) the Expert shall (subject to paragraph (e) below) make his decision as soon as reasonably practicable after receiving data, information and submissions supplied and made to him by the Parties, but in any event shall do so no later than ten (10) Business Days following the deadline for submissions referred to in paragraph 4(a) above, or five (5) Business Days after receiving the last of the information requested by him if any such additional information is requested (or such longer period as may be agreed by the Parties);
  - (d) the Expert shall ignore any data, information or submissions supplied and made after the ten (10) day period referred to in paragraph (c) above unless the data, information or submissions are furnished in response to a specific request from him;
  - (e) the Expert shall be entitled to obtain such independent professional and/or technical advice as he may reasonably require and to obtain any necessary secretarial assistance as is reasonably necessary; and
  - (f) the Expert's determination shall be limited to those matters which are referred to him for determination by the Parties in accordance with the Facility Agreement.
  - (g) the Expert shall consider all reasons and details provided to him and shall give full written reasons for his decision.

- 5 An Expert's decision rendered in accordance with paragraph 4 shall be final and binding on the Parties save in the case of manifest error or fraud.
- 6 All communications between the Parties and the Expert or the Appointor shall be made in writing and a copy thereof provided simultaneously to the other Party. No meeting between the Expert or the Appointor and the Parties or either of them, shall take place unless both Parties have a reasonable opportunity to attend any such meeting.
- 7 The Expert shall be deemed not to be an arbitrator but shall render its decision as an expert.
- 8 Each Party shall bear the costs of providing all data, information and submissions given by it, and the costs and expenses of all counsel, witnesses and employees retained by it, but (unless the Expert shall make any award of such costs and expenses which award, if made, shall be part of the Expert's decision) the cost and expenses of the Expert and any independent advisers to the Expert, and any costs of his appointment if it is appointed by the Appointor, shall be borne equally by the Parties.

**Schedule 9**  
**Form of Warrant**



**WARRANT CERTIFICATE**

**UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [INSERT CLOSING DATE].**

**EXERCISABLE BEFORE THE EXPIRY TIME (AS DEFINED BELOW), AFTER WHICH TIME THESE WARRANTS SHALL BE NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT**

**WARRANTS TO PURCHASE COMMON SHARES**

**OF**

**WESTERN RESOURCES CORP. (the "Company")**

Certificate Number 2022-[●]

Number of Warrants  
represented by this  
certificate – 20,774,030

**THIS CERTIFIES THAT**, in consideration of the payment of CAD\$2,077,403 made by WPC Investments B.V. (the "**Holder**"), a limited liability company organised under the laws of the Netherlands with registered address at Zuidplein 126, WTC, Tower H, 15e, 1077 XV Amsterdam, the Netherlands, and received by the Company on the date hereof, the Holder is entitled, at any time prior to the Expiry Time (as defined below), to purchase, upon payment of the Exercise Price (as defined below), one duly authorized, validly issued, fully paid and non-assessable Common Share in share capital of the Company for each Warrant evidenced hereby, unless an Automatic Exercise (as defined herein) occurs as set forth in Section 2(b), all in the manner and subject to the terms set forth in this Warrant Certificate.

Nothing contained herein shall confer any right upon the Holder to subscribe for or purchase any shares of the Company at any time after the Expiry Time, and from and after the Expiry Time this Warrant Certificate and the Warrants represented hereby, and all rights hereunder shall be void and of no value.

**1. Definitions**

In this Warrant Certificate, including the preamble, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings:

- (a) "**Affiliate**" means any person which, directly or indirectly, controls, is controlled by or is under common control with another person and, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" or "under common control with") means the power to direct or cause the direction of the management and policies of any other person, whether through the ownership of voting securities, or by contract or otherwise.

- 2 -

- (b) **"Automatic Exercise"** has the meaning set forth in Section 2(b);
- (c) **"Board"** means the board of directors of the Company;
- (d) **"Business Day"** means any day, other than a Saturday, a Sunday or statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia;
- (e) **"Cashless Exercise"** means an election by the Holder to exercise its Warrants, in whole or in part, without payment of the aggregate Exercise Price due on such exercise in a manner consistent with Section 4;
- (f) **"Cashless Exercise Notice"** means written notice of the Cashless Exercise election to the Company within the Holder's duly completed and executed Exercise Notice annexed hereto as Schedule "A";
- (g) **"Common Shares"** means the common shares in the capital of the Company;
- (h) **"Company"** means Western Resources Corp., a corporation existing under the laws of the Province of British Columbia, and its successors and assigns;
- (i) **"Current Market Price"** of a Common Share at any date means the price per share equal to the VWAP at which the Common Shares have traded on the TSX for the five consecutive Trading Days immediately preceding the relevant date or, if the Common Shares are not listed on the TSX, on any other stock exchange on which such shares are then listed as may be selected by the Board or, if the Common Shares are not listed on any stock exchange, then on the over-the-counter market with the volume weighted average price per Common Share being determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said five consecutive Trading Days by the aggregate number of Common Shares so sold or, if the Common Shares are not listed or quoted on any stock exchange or over-the-counter market, such price as may be determined by the Board;
- (j) **"Exercise Notice"** means the form of subscription annexed hereto as Schedule "A";
- (k) **"Exercise Price"** means \$0.2834 in Canadian dollars per Common Share, representing a 25% discount to the VWAP for the five trading days immediately preceding the date of the Facility Agreement, unless such price shall have been adjusted in accordance with the provisions of Section 2(b), in which case it shall mean the exercise price set forth therein, or Section 12, in which case it shall mean the adjusted price in effect at such time;
- (l) **"Expiry Time"** means 5.00pm (Vancouver time) on [●]<sup>1</sup>;

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<sup>1</sup> NTD: Insert the date that is six years from the closing date.

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- (m) "**Net Number**" means the number of Common Shares issued pursuant to a Cashless Exercise as determined in accordance with Section 4 hereof;
- (n) "**person**" has the meaning ascribed thereto under Section 1 of the *Securities Act* (British Columbia);
- (o) "**this Warrant Certificate**", "**herein**", "**hereby**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean or refer to this Warrant Certificate and any deed or instrument supplemental or ancillary thereto and any schedules hereto or thereto and not to any particular article, section, subsection, clause, subclause or other portion hereof;
- (p) "**Trading Day**" with respect to a stock exchange, market or over-the-counter market means a day on which such stock exchange or over-the-counter market is open for business;
- (q) "**TSX**" means the Toronto Stock Exchange;
- (r) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Colombia;
- (s) "**U.S. Person**" means "**U.S. person**" as that term is defined in Regulation S under the U.S. Securities Act;
- (t) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended; and
- (u) "**VWAP**" means the volume weighted average trading price of the Common Shares on the TSX or such other principal stock exchange on which the Common Shares are trading, calculated by dividing the total value by the total volume of Common Shares traded for the relevant period; and
- (v) "**Warrant**" or "**Warrants**" means the right to acquire Common Shares evidenced hereby.

## 2. **Expiry Time; Automatic Exercise and General**

- (a) At the Expiry Time, all rights under any Warrants evidenced hereby, in respect of which the right of subscription and purchase herein provided for shall not thereafter have been exercised, shall wholly cease and terminate and such Warrants and this Warrant Certificate shall be void and of no value or effect.
- (b) Notwithstanding anything to the contrary herein (except as set out in this Section 2(b)), upon the Common Shares reaching a closing price that is at least CAD\$0.50 above Exercise Price on the TSX for 5 consecutive trading days (subject to adjustments in accordance with the provisions of Section 12, *mutatis mutandis*) (the "**Automatic Exercise Triggering Event**"), any and all outstanding Warrants represented by this Warrant Certificate must be exercised by the Holder in accordance with the terms hereof (such event, an "**Automatic Exercise**"), provided that such exercise is permitted pursuant to applicable laws and applicable rules of the TSX. Within five Business Days of the Automatic Exercise Triggering Event (such period, the "**Holder Election Period**") but in any event prior to the

- 4 -

Expiry Time, the Holder shall elect whether to proceed by Cashless Exercise in respect of such Automatic Exercise and shall otherwise follow the procedure set forth in Section 3, *mutatis mutandis*. In the event the Holder fails to duly elect whether to proceed by Cashless Exercise within the Holder Election Period, the Holder shall be deemed to have elected to proceed by Cashless Exercise in respect of such Automatic Exercise, and (i) the Company shall proceed as otherwise set forth in Section 5, and (ii) the Holder shall be required to surrender or deliver this Warrant Certificate to the Company at its principal office in the manner provided in Section 26.

- (c) The Warrants and the Common Shares issuable upon exercise of the Warrants have not been and will not be registered under the U.S. Securities Act or under state securities laws of any state in the United States. Accordingly, this Warrant may not be transferred to, or be exercised by or on behalf of, a person into the United States or a U.S. Person, unless an exemption from registration is available under, the U.S. Securities Act.
- (d) This Warrant Certificate is exchangeable, upon the surrender hereof by the Holder, for new warrant certificates of like tenor, and bearing the same legends, representing, in the aggregate, the right to subscribe for the number of Common Shares which may be subscribed for hereunder.

### 3. Holder Exercise Procedure

The Holder may exercise the right of purchase provided for herein by surrendering or delivering to the Company prior to the Expiry Time at its principal office:

- (a) (i) this Warrant Certificate, with the Exercise Notice duly completed and executed by the Holder or its legal representative or attorney, duly appointed by an instrument in writing in form and manner satisfactory to the Company, and (ii) cash, certified cheque, money order, bank draft or wire transfer payable to or to the order of the Company in lawful money of Canada in an amount equal to the Exercise Price multiplied by the number of Common Shares for which subscription is being made; or
- (b) this Warrant Certificate, with a duly completed and executed Cashless Exercise Notice.

Any Warrant Certificate so surrendered, together with the payment or notice referred to above, as applicable, shall be deemed to be surrendered only upon delivery thereof to the Company at its principal office in the manner provided in Section 26.

### 4. Cashless Exercise

The Holder shall be entitled to exercise on a cashless basis as set forth in this Section 4. Upon receipt by the Company of a Cashless Exercise Notice or in the event of an Automatic Exercise by Cashless Exercise, the Net Number of Common Shares shall be issued and registered in the name of the Holder exercising the Warrants determined according to the following formula:

$$\text{Net Number} = \frac{(C \times A) - (C \times B)}{(A)}$$

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For purposes of the foregoing formula:

A= the Current Market Price as at the date immediately preceding the date of the Company's receipt of the Cashless Exercise Notice.

B = the Exercise Price, as adjusted in accordance with the provisions of this Warrant Certificate.

C = the number of Common Shares indicated in the Cashless Exercise Notice in respect of which the Warrants are exercised.

## **5. Delivery of Common Shares**

Upon delivery of the items set out in Section 3(a), the Company shall cause to be issued to the Holder hereof the Common Shares subscribed for not exceeding those which such Holder is entitled to purchase pursuant to this Warrant Certificate, and the Holder hereof shall become a shareholder of the Company in respect of such Common Shares with effect from the date of such delivery and payment. The Company will cause certificates representing such Common Shares to be: (i) mailed to the Holder at the Holder's address specified in the Exercise Notice or (ii) delivered to the Holder through Direct Registration System advices ("**DRS Advice(s)**") if the Exercise Notice so indicates and complete registration information is included in the Exercise Notice, in either circumstance, within five Business Days of the exercise of the Warrants.

Upon delivery of the items set out in Section 3(b) or upon an Automatic Exercise by Cashless Exercise, as applicable, the Company shall cause to be issued to the Holder hereof the Common Shares subscribed for or deemed to be subscribed for, as the case may be, not exceeding those which such Holder is entitled to purchase pursuant to this Warrant Certificate, and the Holder hereof shall become a shareholder of the Company in respect of the Common Shares subscribed for with effect from the date of such delivery. The Company will cause certificates representing such Common Shares to be: (i) mailed to the Holder at the Holder's address specified in the Cashless Exercise Notice or (ii) delivered to the Holder through DRS Advice(s) if the Cashless Exercise Notice so indicates and complete registration information is included in the Cashless Exercise Notice, in either circumstance, within five Business Days of the exercise of the Warrants; provided however that in the event of an Automatic Exercise where the Holder is deemed to have elected to proceed by Cashless Exercise, the Company shall deliver the Common Shares deemed to be subscribed for by mailing a certificate representing such Common Shares at the Holder's principal office in the manner provided in Section 26.

## **6. Transferability of Warrants**

The Holder shall be entitled to transfer the Warrants to any of its Affiliates, from time to time and in whole or in part, and the Company agrees to do such things as to register any such transfer on the books of the Company; provided that such transfer is made in compliance with applicable securities laws and any applicable rules of the TSX, and that the Holder delivers to the Company a duly completed Transfer Form substantially in the form attached to this Warrant Certificate as Schedule "B". For the avoidance of doubt, it is understood and agreed that the

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Warrants are not transferable except as described in this Section 6 or with the prior written consent of the Company.

**7. Partial Exercise**

The Holder may subscribe for and purchase a number of Common Shares less than the number the Holder is entitled to purchase pursuant to this Warrant Certificate. In the event of any such subscription and purchase prior to the Expiry Time, the Holder shall in addition be entitled to receive, without charge, a new Warrant certificate in respect of the balance of the Common Shares of which it was entitled to purchase pursuant to this Warrant Certificate and which were then not purchased.

**8. No Fractional Common Shares**

Notwithstanding any adjustments provided for in Section 12 or otherwise, the Company shall not be required upon the exercise of any Warrants, to issue fractional Common Shares in satisfaction of its obligations hereunder. Where a fractional Common Share would, but for this Section 8, have been issued upon exercise of a Warrant, the Holder's entitlement will be reduced to the next lowest whole number of Common Share, and no cash or other consideration will be paid in lieu thereof.

**9. Not a Shareholder**

Nothing in this Warrant Certificate or in the holding of the Warrants evidenced hereby shall be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company.

**10. No Obligation to Purchase**

Nothing herein contained or done pursuant hereto shall obligate the Holder to purchase or pay for or obligate the Company to issue any Common Shares except those Common Shares in respect of which the Holder shall have exercised its right to purchase hereunder in the manner provided herein.

**11. Covenants**

(a) The Company covenants and agrees that:

- (i) so long as any Warrants evidenced hereby remain outstanding, it shall reserve and there shall remain unissued out of its authorized capital a sufficient number of Common Shares to satisfy the right of purchase herein provided for should the Holder determine to exercise its rights in respect of all the Common Shares for the time being represented by such outstanding Warrants; and
- (ii) all Common Shares which shall be issued upon the exercise of the right to purchase herein provided for, upon payment by the Holder therefor of the amount at which

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such Common Shares may at the time be purchased pursuant to the provisions hereof, shall be issued as fully paid and non-assessable Common Shares.

- (b) The Company shall use all commercially reasonable efforts to preserve and maintain its corporate existence; provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing its corporate existence, so long as the holders of the Common Shares receive securities of an entity or cash or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of any applicable stock exchange.
- (c) If the issuance of the Common Shares upon the exercise of the Warrants requires any filing or registration with or approval of any securities regulatory authority or other governmental authority in Canada or compliance with any other requirement under any Canadian law before such securities may be validly issued (other than the filing of a prospectus or similar disclosure document), the Company agrees to take such actions as may be necessary to secure such filing, registration, approval or compliance, as the case may be.
- (d) The Company will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all other acts, deeds and assurances in law as may be reasonably required for the better accomplishing and effecting of the intentions and provisions of this Warrant Certificate.

## 12. Adjustment to Exercise Price

The Exercise Price in effect at any time is subject to adjustment from time to time in the events and in the manner provided as follows:

- (a) If and whenever at any time after the date hereof and prior to the Expiry Time, the Company:
  - (i) issues Common Shares or securities exchangeable for or convertible into Common Shares to all or substantially all the holders of the Common Shares by way of a stock dividend or other distribution;
  - (ii) subdivides or changes its outstanding Common Shares into a greater number of shares; or
  - (iii) reduces or consolidates its outstanding Common Shares into a smaller number of shares;

(any of such events being called a "**Common Share Reorganization**"), then the Exercise Price will be adjusted effective immediately after the record date for any such event in (i) above or the effective date of any such event in (ii) or (iii) above, as the case may be, by multiplying the Exercise Price in effect immediately prior to such record date or effective date, as the case may be, by a fraction, the numerator of which is the number of Common

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Shares outstanding on such record date or effective date, as the case may be, before giving effect to such Common Share Reorganization and the denominator of which is the number of Common Shares outstanding immediately after giving effect to such Common Share Reorganization (including, in the case where securities exchangeable for or convertible into Common Shares are distributed, the number of Common Shares that would have been outstanding had all such securities been exchanged for or converted into Common Shares on such effective date or record date). To the extent that any adjustment in the Exercise Price occurs pursuant to this subsection 12(a) as a result of the fixing by the Company of a record date for the distribution of exchangeable or convertible securities referred to in subsection 12(a)(i), the Exercise Price will be readjusted immediately after the expiration of any relevant exchange or conversion right to the Exercise Price that would then be in effect based upon the number of Common Shares actually issued and remaining issuable as a result of the event described in subsection 12(a)(i) immediately after such expiration, and will be further readjusted in such manner upon expiration of any further such right.

- (b) If and whenever at any time after the date hereof and prior to the Expiry Date there is a reclassification or redesignation of the Common Shares outstanding at any time or change of the Common Shares into other shares or into other securities (other than a Common Share Reorganization), or a consolidation, amalgamation, merger, arrangement, business combination or other similar transaction of the Company with or into any other corporation or other entity (other than a consolidation, amalgamation, merger, arrangement, business combination or other similar transaction which does not result in any reclassification or redesignation of the outstanding Common Shares or a change of the Common Shares into other shares), or a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another corporation or other entity (any of such events being called a "**Capital Reorganization**"), the Holder, upon exercising the Warrants after the effective date of such Capital Reorganization, will be entitled to receive and will accept, in lieu of the number of Common Shares to which such Holder was theretofore entitled upon such exercise, the kind and aggregate number of shares, other securities or other property which such Holder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares to which such Holder was theretofore entitled upon exercise of the Warrants. If determined appropriate by action of the Board, appropriate adjustments will be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Section 12 with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section 12 will thereafter correspondingly be made applicable as nearly as may reasonably be possible in relation to any shares, other securities or other property thereafter deliverable upon the exercise hereof. Any such adjustment must be made by and set forth in an amendment to this Warrant Certificate approved by action by the Board and will for all purposes be conclusively deemed to be an appropriate adjustment.
- (c) If at any time after the date hereof and prior to the Expiry Time, any adjustment in the Exercise Price shall occur as a result of any of the events set out in subsection 12(a), then the number of Common Shares purchasable upon the subsequent exercise of the Warrants shall be simultaneously adjusted by multiplying the number of Common Shares



purchasable upon the exercise of the Warrants immediately prior to such adjustment by a fraction which shall be the reciprocal of the fraction employed in the adjustment of the Exercise Price; provided that the provisions of Section 8 will be applicable to any fractional interest in a Common Share to which such Holder might otherwise be entitled. To the extent any adjustment occurs pursuant to this subsection 12(c) as a result of the fixing by the Company of a record date for the distribution of exchangeable or convertible securities referred to in subsection 12(a)(i), the number of Common Shares purchasable upon exercise of the Warrants shall be readjusted immediately after the expiration of any relevant exchange or conversion right to the number of Common Shares which would be purchasable based upon the number of Common Shares actually issued and remaining issuable as a result of the event described in subsection 12(a)(i), immediately after such expiration, and will be further readjusted in such manner upon expiration of any further such right.

**13. Rules Regarding Calculation of Adjustment of Exercise Price**

- (a) The adjustments provided for in Section 12 are cumulative and will, in the case of any adjustment to the Exercise Price, be computed to the nearest one-tenth of one cent and will be made successively whenever an event referred to therein occurs, subject to the following subsections of this Section 13.
- (b) No adjustment in the Exercise Price is required to be made unless such adjustment would result in a change of at least 1% in the prevailing Exercise Price; provided, however, that any adjustments which, except for the provisions of this subsection, would otherwise have been required to be made, will be carried forward and taken into account in any subsequent adjustments.
- (c) No adjustment in the Exercise Price will be made in respect of any event described in Section 12, other than the events referred to in subsections 12(a)(ii) and (iii), if the Holder is entitled to participate in such event, or is entitled to participate within 45 days from the record date or effective date, as the case may be, of the event described in Section 12 in a comparable event, on the same terms, *mutatis mutandis*, as if the Holder had exercised the Warrants prior to or on the effective date or record date of such event. The terms of the participation of the Holder in such event shall be subject to the prior written approval, if applicable, of the TSX, any stock exchange or over-the-counter market on which the Common Shares are then listed or quoted for trading.
- (d) No adjustment in the Exercise Price will be made under Section 12 in respect of the issue from time to time of Common Shares as dividends paid in the ordinary course to holders of Common Shares who exercise an option or election to receive substantially equivalent dividends in Common Shares in lieu of receiving a cash dividend and any such event will be deemed not to be a Common Share Reorganization or any other event described in Section 12.
- (e) If at any time a question or dispute arises with respect to adjustments provided for in Section 12, such question or dispute will be conclusively determined by the auditors of the

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Company or, if they are unable or unwilling to act, by such other firm of independent chartered accountants as may be selected by action of the Board and any such determination, where required, will be binding upon the Company, the Holder and the shareholders of the Company. The Company will provide such auditors or accountants with access to all necessary records of the Company.

- (f) If and whenever at any time after the date hereof and prior to the Expiry Time, the Company takes any action affecting or relating to the Common Shares, other than any action described in Section 12, which in the opinion of the Board would have a material adverse effect on the rights of the Holder, the Exercise Price will be adjusted by action of the Board in such manner, if any, and at such time as the Board may in its sole discretion determine to be equitable in the circumstances. Failure of the taking of action by the Board so as to provide for an adjustment on or prior to the effective date of any action by the Company affecting the Common Shares will be conclusive evidence that the Board has determined that it is equitable to make no adjustment in the circumstances.
- (g) If the Company sets a record date to determine the holders of the Common Shares for the purpose of entitling them to receive any dividend or distribution or sets a record date to take any other action and, thereafter and before the distribution to such shareholders of any such dividend or distribution or the taking of any other action, abandons its plan to pay or deliver such dividend or distribution or take such other action, then no adjustment in the Exercise Price will be required by reason of the setting of such record date.
- (h) In the absence of a resolution of the Board fixing a record date for a Common Share Reorganization, the Company will be deemed to have fixed as the record date therefor the date on which the Common Share Reorganization is effected.
- (i) As a condition precedent to the taking of any action which would require any adjustment to the Warrants, including the Exercise Price, the Company will take any corporate action which may, in the opinion of counsel to the Company, be necessary in order that the Company, or any successor to the Company or successor to the undertaking or assets of the Company, may validly and legally issue as fully paid and non-assessable all of the Common Shares or other securities which the Holder is entitled to receive on the exercise hereof in accordance with the provisions hereof.
- (j) The Company will from time to time, immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 12, forthwith give notice to the Holder specifying the event requiring such adjustment or readjustment and the results thereof, including the resulting Exercise Price.
- (k) In any case in which Section 12 shall require that an adjustment shall become effective immediately after a record date for or an effective date of an event referred to therein, the Company may defer, until the occurrence and consummation of such event, issuing to the Holder, to the extent that any Warrants are exercised after such record date or effective date and before the occurrence and consummation of such event, the additional Common Shares or other shares, securities or property issuable upon such exercise by reason of the

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adjustment required by such event; provided, however, that the Company will deliver to the Holder an appropriate instrument evidencing the Holder's right to receive such additional Common Shares or other shares, securities or the property upon the occurrence and consummation of such event and the right to receive any dividend or other distribution in respect of such additional Common Shares or other shares, securities or property declared in favour of the holders of record of Common Shares or of such other shares, securities or property on or after the date such Warrants are exercised or such later date as the Holder would, but for the provisions of this subsection, have become the Holder of record of such additional Common Shares or of such other shares, securities or property pursuant hereto.

#### **14. Representation and Warranty**

The Company hereby represents and warrants with and to the Holder that the Company is duly authorized and has the corporate and lawful power and authority to create and issue the Warrants and the Common Shares issuable upon the exercise hereof and perform its obligations hereunder and that this Warrant Certificate represents a valid, legal and binding obligation of the Company enforceable in accordance with its terms.

#### **15. If Share Transfer Books Closed**

The Company shall not be required to deliver certificates or DRS Advices for Common Shares while the share transfer books of the Company are properly closed, prior to any meeting of shareholders or for the payment of dividends or for any other purpose and in the event of the surrender of any Warrant in accordance with the provisions hereof and the making of any subscription and payment for the Common Shares called for thereby during any such period, delivery of the certificates or DRS Advices for Common Shares may be postponed for a period not exceeding five Business Days after the date of the re-opening of said share transfer books; provided, however, that any such postponement of delivery of such certificates shall be without prejudice to the right of the Holder, if the Holder has surrendered this Warrant Certificate and all required deliveries in accordance with the provisions hereof and made payment during such period, to receive such certificates or DRS Advices for the Common Shares called for after the share transfer books have been re-opened.

#### **16. Protection of Shareholders, Officers and Directors**

Subject as herein provided, all or any of the rights conferred upon the Holder may be enforced by the Holder by appropriate legal proceedings. No recourse under or upon any obligation, covenant or agreement herein contained or in any of the Warrants represented hereby shall be taken against any shareholder, officer or director of the Company, either directly or through the Company, it being expressly agreed and declared that the obligations under the Warrants evidenced hereby, are solely corporate obligations of the Company and that no personal liability whatever shall attach to or be incurred by the shareholders, officers or directors of the Company or any of them in respect thereof, and any and all rights and claims against every such shareholder, officer or director are being hereby expressly waived as a condition of and as a consideration for the issue of the Warrants evidenced hereby.

**17. Lost Certificate**

If the Warrant Certificate evidencing the Warrants issued hereby becomes stolen, lost, mutilated or destroyed, the Company may, on such terms, as it may in its discretion impose, issue and countersign a new warrant of like denomination, tenor and date, and bearing the same legends, as the certificate so stolen, lost mutilated or destroyed; provided that the Holder shall bear the reasonable cost of the issue thereof and in case of loss, destruction or theft, shall, as a condition precedent to the issue thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Warrant Certificate as shall be satisfactory to the Company, in its sole discretion acting reasonably, and the Holder may also be required to furnish an indemnity in form satisfactory to the Company, in its sole discretion acting reasonably, and shall pay the reasonable charges of the Company in connection therewith.

**18. Governing Law**

This Warrant Certificate shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. The parties hereto hereby irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

**19. Severability**

If any one or more of the provisions or parts thereof contained in this Warrant Certificate should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (i) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (ii) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Warrant Certificate in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Warrant Certificate in any other jurisdiction.

**20. Headings**

The headings of the articles, Sections, subsections and clauses of this Warrant Certificate have been inserted for convenience and reference only and do not define, limit, alter or enlarge the meaning of any provision of this Warrant Certificate.

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**21. Numbering of Articles, etc.**

Unless otherwise stated, a reference herein to a numbered or lettered article, Section, subsection, clause, subclause or schedule refers to the article, Section, subsection, clause, subclause or schedule bearing that number or letter in this Warrant Certificate.

**22. Gender**

Whenever used in this Warrant Certificate, words importing the singular number only shall include the plural, and *vice versa*, and words importing the masculine gender shall include the feminine gender.

**23. Day not a Business Day**

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a Business Day. If the payment of any amount is deferred for any period, then such period shall be included for purposes of the computation of any interest payable hereunder.

**24. Computation of Time Period**

Except to the extent otherwise provided herein, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

**25. Binding Effect**

This Warrant Certificate and all of its provisions shall enure to the benefit of the Holder and its permitted assigns and successors and shall be binding upon the Company and its successors and permitted assigns.

**26. Notice**

Any notice, document or communication required or permitted by this Warrant Certificate to be given by a party hereto shall be in writing and is sufficiently given if delivered personally (including by courier), or if transmitted by e-mail or any other form of recorded telecommunication, to such party addressed as follows:

(i) to the Holder at:

|          |                                                                      |
|----------|----------------------------------------------------------------------|
| Address: | Zuidplein 126, WTC, Tower H, 15e, 1077 XV Amsterdam, the Netherlands |
| E-mail:  | AFagundes@anrhn.com                                                  |

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|                                                   |                                                                                                                                                                                           |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attention:                                        | Adriano Fagundes                                                                                                                                                                          |
| with copy to (which shall not constitute notice): | Address: 5th Floor, 45 Pall Mall, London, SW1Y 5JG<br><br>Email:<br>wjarvis@appiancapitaladvisory.com;<br>tmister@appiancapitaladvisory.com<br><br>Attention: Winta Jarvis and Tim Mister |

(ii) to the Company at:

|            |                                                  |
|------------|--------------------------------------------------|
| Address:   | PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada |
| E-mail:    | jack@westernpotash.com                           |
| Attention: | Jack Xue                                         |

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).

## 27. Legends on Certificates

The Warrants represented by this Warrant Certificate and the Common Shares issuable upon exercise of these Warrants are subject to certain resale restrictions under applicable securities laws. In the event that this Warrant is exercised prior to the date that is four months and a day after [INSERT CLOSING DATE], the certificates or DRS Advices representing the Common Shares issued upon such exercise shall bear, in addition to any other legends required by applicable laws, the following legend:

**UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [INSERT CLOSING DATE].**

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**28. Time of Essence**

Time shall be of the essence hereof.

**29. Amendments**

Subject to the approval of any stock exchange on which the Common Shares are listed, if applicable, the provisions of these Warrants may from time to time be amended, modified or waived, if such amendment, modification or waiver is in writing and consented to in writing by the Company and the Holder.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Company has caused this Warrant Certificate to be signed by its duly authorized officer as of this ● day of 2022.

**WESTERN RESOURCES CORP.**

Per:

---

Authorized Signing Officer



**SCHEDULE "A"**  
**EXERCISE NOTICE**

**TO: Western Resources Corp.**  
c/o Western Potash Corp.  
PO Box 246  
Kronau PO  
Kronau SK, S0G 2T0, Canada  
Attention: Jack Xue

The undersigned holder of the within Warrant Certificate hereby irrevocably subscribes for \_\_\_\_\_ Common Shares of Western Resources Corp. (the "**Company**") pursuant to the within Warrant Certificate at the Exercise Price per share specified in the said Warrant Certificate and:

☐ (a) encloses herewith cash or a certified cheque, money order, bank draft or wire transfer payable to the order of the Company in payment of the subscription price therefor; OR

☐ (b) acknowledges and agrees to the issuance of such number of Common Shares as is necessary, in accordance with the formula set forth in Section 4 of the Warrant Certificate, to exercise the Warrants with respect to the maximum number of Common Shares purchasable pursuant to such Cashless Exercise procedure set forth in Section 4 of the Warrant Certificate.

Capitalized terms used but not defined herein have the meanings set forth in the within Warrant Certificate.

The undersigned hereby acknowledges that the following legends will be placed on the certificates or DRS Advices representing the Common Shares being acquired pursuant to (a) and (b) above if the Warrants are exercised before the date that is 4 months and a day after **[INSERT CLOSING DATE]**:

**"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [INSERT CLOSING DATE]."**

The undersigned hereby certifies that the undersigned is not a U.S. Person or a person in the United States, and is not acquiring any of the Common Shares issuable upon the exercise of the Warrants for the account or benefit of a U.S. Person or a person in the United States. For purposes hereof, "United States" and "U.S. Person" shall have the meanings given to such terms in Regulation S under the United States Securities Act of 1933, as amended.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WPC INVESTMENTS B.V.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

☐ Please check box if these Common Share certificates are to be delivered at the office where this Warrant Certificate is surrendered, failing which the Common Shares certificates will be mailed to the subscriber at the address set out above; OR

Please check box if a DRS Advice is to be delivered to the email address set forth above.

☐

If any Warrants represented by this Warrant Certificate are not being exercised, a new Warrant certificate bearing the same legends as the within Warrant Certificate will be issued and delivered with the Common Share certificates.

**SCHEDULE "B"**  
**TRANSFER FORM**

**TO: Western Resources Corp.**  
c/o Western Potash Corp.  
PO Box 246  
Kronau PO  
Kronau SK, S0G 2T0, Canada  
Attention: Jack Xue

FOR VALUE RECEIVED, the undersigned transferor hereby sells, assigns and transfers unto:

|                |     |
|----------------|-----|
| Transferee     | [•] |
| Address:       | [•] |
| Email Address: | [•] |

\_\_\_\_\_ of the Warrants registered in the name of the undersigned transferor represented by the Warrant Certificate.

Capitalized terms used but not defined herein have the meanings set forth in the within Warrant Certificate.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WPC INVESTMENTS B.V.**

Per: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**The transfer of the Warrants is subject to the terms of the Warrant Certificate, applicable securities laws and any applicable rules of the TSX.**

**SIGNATORIES****Borrower****Western Potash Corp.**

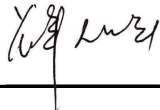
Name: ZHANLI (JERRY) ZHANG

Title: Authorized Signing Officer

Name:

Title:

*[Signature page to the Facility Agreement]*

**Guarantor****Western Potash Holdings Corp.**

Name: Wenye Xue

Title: Authorized Signing Officer

Name:

Title:

**Guarantor****0907414 BC Ltd**

Name: Simeng Guo

Title: Authorized Signing Officer

Name:

Title:

**Lender****WPC (Jersey) Limited**

DocuSigned by:  
  
54694DCD24A44CE

Name: Mark Collins

Title: Director





This is **Exhibit “ M ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

To: Western Potash Corp. as **Borrower**

From: WPC (Jersey) Limited as **Lender**

Dated: 15 May 2022

Dear Sirs

**Amendment Letter relating to  
the facility agreement for up to USD equivalent of CAD 85,000,000 dated 28 April 2022  
(as amended from time to time, the "Facility Agreement")**

- 1 We refer to the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this letter unless given a different meaning in this letter.
- 2 We hereby agree that, with effect from the date of this letter:
  - 2.1 the definition of "Insurance Schedule" in clause 1.1 of the Facility Agreement shall be deleted in its entirety and replaced with the following:

'**Insurance Schedule** means the document delivered to the Lender pursuant to clause 19.67(a) setting out the requirements for the Insurances, including any endorsements required by the Lender';
  - 2.2 paragraph (a) of the definition of "Royalty Security Documents" in clause 1.1 of the Facility Agreement shall be deleted in its entirety and replaced with the following:

'(a) [Reserved];'
  - 2.3 clause 5.4(b) (*First Utilisation*) of the Facility Agreement shall be deleted in its entirety and replaced with the following:

'(b) the USD Equivalent of CAD 34,922,400 as at the date of this Agreement (or such other amount as the Borrower and the Lender may agree) as the amount of the proposed Utilisation.';
  - 2.4 clause 5.5(b) (*Second Utilisation*) of the Facility Agreement shall be deleted in its entirety and replaced with the following:

'(b) the USD Equivalent of CAD 40,000,000 as at the date of this Agreement (or such other amount as the Borrower and the Lender may agree) as the amount of the proposed Utilisation.';
  - 2.5 a new clause 19.67 shall be inserted after clause 19.66 of the Facility Agreement and before clause 20 of the Facility Agreement as follows:

'19.67 On or before 15 June 2022, the Borrower shall deliver to the Lender (in each case in form and substance satisfactory to the Lender):

    - (a) the Insurance Schedule;
    - (b) evidence that the Insurances (as required by the Insurance Schedule) are in full force and effect;

- (c) evidence that the Lender has been named as first loss payee and additional insured on Insurance policy;
  - (d) an original, duly executed by the relevant broker of a broker's letter of undertaking in relation to the relevant Insurances in the form set out in the Insurance Schedule;
  - (e) evidence that each policy of Insurance required pursuant to clause 19.41 and the Insurance Schedule has attached to it an endorsement in the form set out in the Insurance Schedule; and
  - (f) evidence that the Borrower is in compliance with all other obligations set out in the Insurance Schedule.';
- 2.6 clause 20.4 (*Other obligations*) of the Facility Agreement shall be amended by deleting the words in brackets and replacing them with '(other than those referred to in clauses 19.65, 19.66 and 19.67 (*Conditions subsequent*))';
- 2.7 a new clause 20.5A shall be inserted between clauses 20.5 (*Other obligations*) and 20.6 (*Misrepresentation*) of the Facility Agreement as follows:
- '20.5A The Borrower does not comply with any of its obligations under clause 19.67 (*Conditions subsequent*).';
- 2.8 paragraph 7(c) of Schedule 1 (*Conditions precedent*) of the Facility Agreement shall be deleted in its entirety; and
- 2.9 paragraph 8 of Schedule 1 (*Conditions precedent*) of the Facility Agreement shall be deleted in its entirety and replaced with the following:
- '8 [Reserved]'
- 3 The provisions of the Facility Agreement shall, save as amended by this letter, continue in full force and effect.
- 4 The Lender and the Borrower designate this letter as a Finance Document.
- 5 The Borrower shall reimburse the Lender for the amount of all costs and expenses reasonably incurred by the Lender in connection with this letter in accordance with clause 14.2 (*Amendment expenses*) of the Facility Agreement.
- 6 The provisions of clauses 26 (*Payment mechanics*), 28 (*Notices*), 30 (*Partial invalidity*), 33 (*Confidentiality*), 34 (*Counterparts*), 35 (*Governing law*) and 36 (*Enforcement*) of the Facility Agreement shall be incorporated into this letter as if set out in full in this letter and as if references in those clauses to "this Agreement" are references to this letter.
- 7 No term of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to this letter.

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Yours faithfully

**WPC (Jersey) Limited**

DocuSigned by:  
  
54694DCD24A44CF...

Name: Mark Collins

Title: Director

Accepted and agreed

**WESTERN POTASH CORP.**, a company incorporated in Saskatchewan, Canada with registered number 102070431 and registered address at 1500-1874 Scarth Street, Regina, Saskatchewan, Canada, S4P 4E9

DocuSigned by:  
  
C78EC817779E4EB...

Name: Jerry Zhang

Title: Senior VP



This is **Exhibit “ N ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

Dated

May 16, 2022

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WESTERN POTASH CORP.

and

WPC (JERSEY) LIMITED

SECURITY AGREEMENT



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**SCHEDULES**

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Schedule B – Financial Assets (Negotiable Collateral and Securities)

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Schedule D – Intellectual Property

**THIS SECURITY AGREEMENT** (the “**Agreement**”) is dated May 16, 2022 and made between:

- (1) **WESTERN POTASH CORP.**, a corporation formed under the laws of Saskatchewan (the “**Debtor**”); and
- (2) **WPC (JERSEY) LIMITED**, a company formed under the laws of Jersey (the “**Lender**”).

**RECITALS:**

- (A) The Lender has agreed to make certain credit facilities available to the Debtor upon the terms and conditions contained in a facility agreement between the Debtor, as borrower, and the Lender, as lender, dated April 28, 2022 (such facility agreement as it may at any time or from time to time be amended, supplemented, restated or replaced, the “**Facility Agreement**”).
- (B) The Debtor has agreed to execute and deliver this Agreement to and in favour of the Lender as security for the payment and performance of the Debtor’s obligations to the Lender under the Facility Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Debtor and the Lender agree as follows:

## **ARTICLE 1 SECURITY**

### **1.1 Statutory and Other References**

Terms defined in *The Personal Property Security Act, 1993* (Saskatchewan) (as amended from time to time, the “**PPSA**”) and used in this Agreement have the same meanings. Any reference to the “**STA**” in this Agreement is a reference to *The Securities Transfer Act* (Saskatchewan) or, to the extent applicable, similar legislation of any other jurisdiction, as amended from time to time. Where a reference is made to the Lender, it shall be deemed to include, as applicable, any nominee appointed by the Lender to hold or otherwise take possession of the Collateral.

### **1.2 Grant of Security**

The Debtor hereby grants to the Lender a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Lender, all of the personal property and undertaking of the Debtor now owned or hereafter acquired and all of the personal property in which the Debtor now has or hereafter acquires any interest (collectively, the “**Collateral**”) including, without limitation, any and all of the:

- (a) inventory of the Debtor including goods held for sale, lease or resale, goods provided or to be provided to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (b) equipment, machinery, furniture, fixtures, vehicles and other tangible personal property of every kind and description of the Debtor including the motor vehicles described in Schedule A and all licences and other rights and all records, files, charts, plans, drawings, specifications, manuals and documents relating thereto;
- (c) accounts due, owing or accruing due to the Debtor, including deposit accounts (whether chequing, savings or other similar account, and whether or not evidenced by a certificate of deposit, account agreement or other document) maintained for the benefit of the Debtor by a bank or other financial institution, and all other monetary obligations due, owing or accruing due to the Debtor;

- (d) money, documents of title, chattel paper, instruments, securities and all other financial assets of the Debtor including the property described in Schedule B;
- (e) securities accounts of the Debtor, including the securities accounts listed in Schedule C and all of the credit balances, security entitlements, other financial assets and items or property standing to the credit of the Debtor from time to time in such securities accounts;
- (f) intangibles of the Debtor including all security interests, goodwill, claims, choses in action, contracts and contractual rights, licences and benefits;
- (g) trademarks, trademark registrations and pending trademark applications, patents and pending patent applications, copyrights, proprietary and non-public business information, trade and business names, web names and worldwide web addresses and other intellectual property and industrial property of the Debtor (collectively, the **"Intellectual Property"**) including the Intellectual Property described in Schedule D;
- (h) authorizations, permits, approvals, grants, licenses, consents, rights, franchises, privileges, orders, decrees and similar entitlements issued or granted to the Debtor by law or by rule or regulation of any public body;
- (i) books, records, files, correspondence, invoices, documents, papers, computer programs, disks and other repositories of data recording or storage in any form or medium, evidencing or relating to the property described in Sections 1.2(a)-(h) inclusive;
- (j) substitutions and replacements of, and increases, additions and, where applicable, accessions to, the property described in Sections 1.2(a)-(i) inclusive; and
- (k) proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Sections 1.2(a)-(j) inclusive or the proceeds of such proceeds.

### 1.3 **Obligations Secured**

- (a) The security interests, assignments, mortgages, charges, hypothecations and pledges granted hereby (collectively, the **"Security Interest"**) secure the payment and performance of all debts, liabilities and obligations (including interest that but for the filing of a petition in bankruptcy, would accrue on such debts, liabilities and obligations), present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by, or otherwise payable by, any Obligor to the Lender, however or wherever incurred, and in any currency, and whether incurred by any Obligor alone or with another or others and whether as principal, guarantor or surety under, in connection with, or pursuant to, the Facility Agreement and each of the other Finance Documents (collectively, and together with the expenses, costs and charges described in Section 1.3(b), the **"Obligations"**).
- (b) All expenses, costs and charges incurred by or on behalf of the Lender in connection with this Agreement or the Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other costs incurred in taking possession or control of, repairing, protecting, insuring, preparing for disposition, selling, delivering or obtaining payment for, the Collateral, as well as expenses, costs and charges incurred in any other lawful exercises of the powers conferred by the Facility Agreement and the other Finance Documents, are payable on demand and shall be added to, and form a part of, the Obligations.

### 1.4 **Attachment, Perfection, Possession and Control**

- (a) The Debtor and the Lender acknowledge that (i) value has been given, (ii) the Debtor has rights in the Collateral (other than after-acquired Collateral) or the power to transfer rights in the Collateral, and (iii) the parties have not agreed to postpone the time for attachment of the Security Interest.

- (b) The Debtor shall promptly notify the Lender of the acquisition by the Debtor of any personal property which is not adequately described in this Agreement, and the Debtor shall execute and deliver from time to time, at its own expense, amendments to this Agreement and its schedules or additional security agreements or schedules as may be required by the Lender in order to identify the property and preserve, protect and perfect the Security Interest in such property.
- (c) If the Debtor acquires Collateral consisting of chattel paper, instruments or negotiable documents of title (collectively, "**Negotiable Collateral**"), it shall promptly notify the Lender of such acquisition and shall, at the request of the Lender, (i) deliver the Negotiable Collateral to the Lender or as it may direct, (ii) endorse the same for transfer in blank or as the Lender may direct, (iii) grant control (as defined in the PPSA) over any electronic chattel paper, (iv) cause a transfer to be registered wherever, in the opinion of the Lender, such registration may be necessary or desirable, and (v) deliver to the Lender any and all consents or other documents which may be necessary or desirable to transfer the Negotiable Collateral. The Debtor represents and warrants that as of the date of this Agreement, the only Negotiable Collateral it holds is listed and described in Part 1 of Schedule B.
- (d) If the Debtor now has or hereafter acquires Collateral consisting of certificated securities (collectively, "**Pledged Certificated Securities**"), it shall promptly deliver to the Lender any and all certificates representing such Collateral and other materials (including effective endorsements) as may be required from time to time in the opinion of the Lender, to provide the Lender with control over all such Pledged Certificated Securities in the manner provided in Section 23 of the STA. Without limiting the generality of the foregoing, the Debtor shall, at the request of the Lender, cause the Pledged Certificated Securities to be registered in the name of the Lender or as it may direct. The Debtor represents and warrants that as of the date of this Agreement, all of the certificated securities held by the Debtor are listed and described (with reference to the issuer, the certificate number and the number and class of securities) in Part 2 of Schedule B.
- (e) If the Debtor now has or hereafter acquires Collateral consisting of uncertificated securities (collectively, "**Pledged Uncertificated Securities**"), it shall promptly deliver to the Lender any and all such documents, agreements (including control agreements) and other materials (including effective endorsements) as may be required from time to time in the opinion of the Lender, to provide the Lender with control over all such Pledged Uncertificated Securities in the manner provided under Section 24 of the STA. Without limiting the generality of the foregoing, the Debtor shall, at the request of the Lender, cause the Pledged Uncertificated Securities to be registered in the name of the Lender or as it may direct. The Debtor represents and warrants that as of the date of this Agreement, all of the uncertificated securities held by the Debtor are described (by reference to the issuer and the number and class of securities) in Part 3 of Schedule B.
- (f) If the Debtor now has or hereafter acquires Collateral consisting of one or more securities accounts (collectively, the "**Pledged Securities Accounts**"), it shall promptly deliver to the Lender any and all such documents, agreements (including control agreements) and other materials as may be required from time to time in the opinion of the Lender, to provide the Lender with control over all such Pledged Securities Accounts and all security entitlements credited to those accounts in the manner provided under Section 25 of the STA and in Section 2(1.1)(e) of the PPSA. Without limiting the generality of the foregoing, the Debtor shall, at the request of the Lender, cause the Lender to be noted as the entitlement holder of the Pledged Securities Accounts. The Debtor represents and warrants that as of the date of this Agreement, all Pledged Securities Accounts of the Debtor are described (by reference to the account number and securities intermediary) in Schedule C.
- (g) If the Debtor now has or hereafter acquires Collateral consisting of an interest in a partnership, limited partnership or limited liability company, it shall take all steps necessary, in the opinion of the Lender, to ensure that such property is and remains a security (either certificated or uncertificated) for the purposes of the STA. The Debtor represents and warrants that as of the

date of this Agreement, any interest it holds in a partnership, limited partnership or limited liability company is described (by reference to the issuer and the nature and extent of the interest) in Part 4 of Schedule B.

- (h) The Debtor shall not cause or permit any Person other than the Lender to have a security interest in any Collateral. The Debtor shall not grant control over any investment property or other financial assets constituting part of the Collateral to any Person other than the Lender.

### 1.5 Special Provisions Relating to Pledged Investment Property

- (a) Until the Security Interest has become enforceable, the Debtor may exercise all voting, consensual and other powers of ownership pertaining to Collateral which is investment property (the “**Pledged Investment Property**”) for all purposes not inconsistent with the terms of this Agreement, the Facility Agreement or any of the other Finance Documents and the Debtor agrees that it shall not vote the Pledged Investment Property in any manner that is inconsistent with such terms. Upon the Security Interest becoming enforceable, all rights of the Debtor to vote, make entitlement orders or give instructions, consents, notices or waivers shall cease and all such rights shall become, at the option of the Lender, vested solely and absolutely in the Lender.
- (b) Subject to the restrictions, if any, set out in the Facility Agreement, until the Security Interest has become enforceable, the Debtor may receive and retain any dividends or distributions on the Pledged Investment Property (whether paid or distributed in cash, securities or other property). Upon the Security Interest becoming enforceable, all rights of the Debtor to receive dividends or other distributions shall cease and all such rights shall be vested solely and absolutely in the Lender.
- (c) Any dividends or distributions received by the Debtor contrary to Section 1.5(b) or any other moneys or property received by the Debtor after the Security Interest has become enforceable shall be received as trustee for the Lender and shall be immediately paid over to the Lender.

### 1.6 Scope of Security Interest

- (a) To the extent that an assignment of amounts payable and other proceeds arising under, or the grant of a security interest in, any agreement, licence, permit or quota of the Debtor would result in the termination of such agreement, licence, permit or quota (each, a “**Restricted Asset**”), the Security Interest with respect to such Restricted Asset will constitute a trust created in favour of the Lender pursuant to which the Debtor holds as trustee all proceeds arising under or in connection with the Restricted Asset in trust for the Lender on the following basis:
  - (i) until the Security Interest has become enforceable and subject to the Facility Agreement, the Debtor may receive all such proceeds; and
  - (ii) whenever the Security Interest has become enforceable, (A) all rights of the Debtor to receive proceeds shall cease and all proceeds shall be immediately paid over to the Lender, and (B) the Debtor shall take all actions requested by the Lender to collect and enforce payment and other rights arising under the Restricted Asset.
- (b) The Security Interest with respect to Collateral consisting of trademarks shall constitute a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Lender, but shall not constitute an assignment or mortgage of such Collateral to the Lender. Until the Security Interest has become enforceable, the grant of the Security Interest in the Intellectual Property will not affect in any way the Debtor's rights to commercially exploit it or defend or enforce the Debtor's rights in it or with respect to it.

- (c) The Security Interest shall not extend or apply to the last day of the term of any lease or sublease or any agreement for a lease or sublease, now held or hereafter acquired by the Debtor in respect of real property, but the Debtor shall stand possessed of any such last day upon trust to assign and dispose of it as the Lender may direct.

### **1.7 Care and Custody of Collateral**

- (a) The Lender shall have no obligation to keep Collateral in its possession identifiable.
- (b) The Lender shall exercise in the physical keeping of any Negotiable Collateral or Pledged Certificated Securities, only the same degree of care as it would exercise in respect of its own such property kept at the same place.
- (c) The Lender is not required to see to the collection of dividends, distributions or interest payable on, or exercise any option or right in connection with, the Collateral. In addition, it shall have no obligation to protect or preserve the Collateral from depreciating in value or becoming worthless and is hereby released from all responsibility for any loss or diminution of value of the Collateral.
- (d) The Lender may, both before and after the Security Interest has become enforceable, (i) notify any Person obligated on an account, chattel paper or instrument to make payments to the Lender whether or not the Debtor was previously making collections on such accounts, chattel paper or instruments, and (ii) assume control of any proceeds arising from the Collateral.

### **1.8 Absence of Fiduciary Relationship**

No implied agreements, covenants or obligations on the part of the Lender with respect to the Debtor, a securities intermediary or an issuer of any Pledged Investment Property are to be read into this Agreement against the Lender. The Lender does not owe any fiduciary duty to the Debtor, any issuer of Pledged Investment Property, any securities intermediary or any other Person in connection with this Agreement or the Collateral.

## **ARTICLE 2 ENFORCEMENT**

### **2.1 Enforcement**

The Security Interest shall be and become enforceable against the Debtor upon the occurrence and during the continuance of an Event of Default (as defined in the Facility Agreement).

### **2.2 Remedies**

Whenever the Security Interest has become enforceable, the Lender may realize upon the Collateral and enforce its rights, by:

- (a) entering onto any premises where Collateral consisting of tangible personal property may be located;
- (b) entering into possession of the Collateral by any method permitted by law;
- (c) selling, granting an option to purchase or leasing all or any part of the Collateral;
- (d) holding, storing, keeping idle or operating all or any part of the Collateral;
- (e) collecting any proceeds arising in respect of the Collateral;

- (f) collecting, realizing, selling, or otherwise dealing with, the accounts;
- (g) exercising and enforcing all rights and remedies of a holder of the Collateral as if the Lender were the absolute owner thereof (including, if necessary, causing the Collateral to be registered in the name of the Lender or its nominee);
- (h) issuing any instructions or entitlement orders to an issuer or securities intermediary;
- (i) instructing a financial institution to transfer funds held by it to an account maintained with or by the Lender;
- (j) appointing a receiver (which term as used in this Agreement includes an interim receiver and a receiver and manager) or agent of all or any part of the Collateral and removing or replacing from time to time any receiver or agent;
- (k) instituting proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;
- (l) instituting proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Collateral;
- (m) filing proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to the Debtor; and
- (n) exercising any other remedy or commencing any other proceeding authorized or permitted under the PPSA or otherwise by law or equity.

### **2.3 Additional Rights**

In addition to the rights and remedies set out in Section 2.2, whenever the Security Interest has become enforceable, the Lender may:

- (a) require the Debtor, at the Debtor's expense, to assemble the Collateral at a place or places designated by the Lender, and the Debtor agrees to so assemble the Collateral;
- (b) require the Debtor to disclose to the Lender the location or locations of the Collateral, and the Debtor agrees to make such disclosure in writing when so requested;
- (c) repair, process, modify, complete or otherwise deal with the Collateral and prepare the Collateral for disposition, whether on the premises of the Debtor or otherwise;
- (d) carry on all or any part of the business of the Debtor and, to the exclusion of all others including the Debtor, enter upon, occupy and use all or any of the premises, buildings and other property of, or used or occupied by, the Debtor, free of charge, and the Lender shall not be liable to the Debtor for any act or omission in so doing or for any rent, charges, depreciation or damages incurred in connection with, or resulting from, such action;
- (e) borrow for the purpose of carrying on the business of the Debtor or for the maintenance, preservation or protection of the Collateral and grant security interests in the Collateral, whether or not in priority to the Security Interest, to secure repayment;
- (f) redeem any prior security interest against any Collateral, procure the transfer of such security interest to itself, or settle and pass the accounts of any prior mortgagee, chargee or lienholder;
- (g) pay any liability secured by a lien against any of the Collateral;



- (h) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and give good and valid receipts and discharges in respect of the Collateral;
- (i) compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any Person to the Debtor; and
- (j) at any public or private sale, bid for and purchase any or all of the Collateral offered for sale and upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention or disposition, except as required by law.

## **2.4 Concerning a Receiver**

- (a) Any receiver appointed by the Lender shall be vested with all rights of the Lender and all of the remedies which could have been exercised by the Lender in respect of the Debtor or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The choice of receiver and its remuneration shall be within the sole discretion of the Lender.
- (b) Any receiver appointed by the Lender shall act as agent for the Lender for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Debtor. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Lender as the Lender may determine in its sole discretion. The Debtor agrees to ratify and confirm all actions of the receiver acting as agent for the Debtor, and to release and indemnify the receiver in respect of all such actions.
- (c) The Lender, in appointing or refraining from appointing any receiver, shall not incur any liability to the receiver, the Debtor or any other Person and shall not be responsible for any misconduct or negligence of such Person.

## **2.5 Exercise of Remedies**

Any remedy may be exercised separately or in combination and is in addition to, and not in substitution for, any other rights or remedies the Lender may have, however created. The Lender is not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to any other rights of the Lender in respect of the Obligations including the right to claim for any deficiency.

## **2.6 Dealings with Security, etc.**

- (a) The Lender is not obligated to exhaust its recourse against the Debtor or any other Person or against any other security it may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral.
- (b) The Lender may grant extensions or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with guarantors, sureties or security as it may see fit without prejudice to the Obligations, the liabilities of the Debtor or any other Person or the rights of the Lender in respect of the Collateral.

## **2.7 Dealings with Collateral**

- (a) The Lender is not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any Persons in respect of the Collateral, or (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of, or failure to sell or otherwise deal with, the Collateral.

- (b) The Debtor acknowledges and agrees that it is commercially reasonable for the Lender to, and the Lender may, in its sole discretion, (i) incur expenses to prepare the Collateral for disposition, (ii) exercise collection remedies directly or through the use of collection agencies, (iii) dispose of Collateral by way of public auction, public tender or private contract, with or without advertising and without any other formality, (iv) dispose of Collateral to the Lender or to a customer or client of the Lender, (v) contact other Persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (vi) hire one or more professional auctioneers to assist in the disposition of the Collateral, whether or not the Collateral is of a specialized nature, (vii) establish an upset or reserve bid or price in respect of the Collateral, and (viii) establish such terms as to credit or otherwise as the Lender may determine advantageous.

## **2.8 Appointment of Attorney**

The Debtor irrevocably constitutes and appoints the Lender (and each of its officers and directors) its true and lawful attorney (with full power of substitution) to do, make and execute, in the name of and on behalf of the Debtor, all such acts, documents, matters and things which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement including the execution, endorsement and delivery of documents and any notices, receipts, assignments or verifications of accounts. This power of attorney is in addition to, and not in substitution for, any stock transfer powers of attorney delivered by the Debtor and any powers of attorney may be relied upon by the Lender severally or in combination. All acts of the attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which are acknowledged) and will survive, and will not terminate upon, the bankruptcy, dissolution, winding up or insolvency of the Debtor. This power of attorney extends to and is binding upon the Debtor's successors and assigns. The Debtor authorizes the Lender to (a) delegate in writing to another Person any power and authority granted under this power of attorney as may be necessary or desirable in the opinion of the Lender, and (b) revoke or suspend such delegation.

## **2.9 Dealings With Third Parties**

- (a) No Person dealing with the Lender or an agent or receiver of the Lender is required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which the Lender, receiver or agent is purporting to exercise have become exercisable, (iii) whether any money remains due to the Lender by the Debtor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale, lease or other disposition is made, (v) the propriety or regularity of any sale or other dealing by the Lender or any agent or receiver of the Lender with the Collateral, or (vi) how any money paid to the Lender has been applied.
- (b) Any purchaser of Collateral shall hold the Collateral absolutely and free from any claim or right of any kind whatsoever, including any equity of redemption, of the Debtor. The Debtor waives (to the fullest extent permitted by law) as against any such purchaser, all rights of redemption, stay or appraisal which the Debtor may have under any rule of law or statute now existing or hereafter adopted.

## **2.10 Application of Proceeds**

Any and all moneys and other proceeds realized by the Lender pursuant to this Agreement may be applied by the Lender to such part of the Obligations as the Lender in its sole discretion determines appropriate from time to time subject only to such limitations as may be set out in the Facility Agreement.

## 2.11 Debtor Liable for Deficiency

The Debtor shall be and remain liable to the Lender for any deficiency after the proceeds of any sale or other disposition of Collateral are received by the Lender.

## ARTICLE 3 GENERAL

### 3.1 Certain References

- (a) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in the Facility Agreement.
- (b) **Except as otherwise provided in this Agreement**, any reference to this Agreement, the Facility Agreement or any other Finance Document refers to this Agreement, the Facility Agreement or such other Finance Document as it may have been, or may from time to time be, amended, modified, extended, renewed, restated, replaced or supplemented.

### 3.2 Waiver of Saskatchewan Statutes

- (a) The Debtor agrees that *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or to any agreement or instrument that renews, extends or is collateral to this Agreement.
- (b) In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with the Lender that all of Part IV (other than Section 46) of such Act shall not apply to the Debtor.

### 3.3 Notices

Any notice, consent, demand, waiver or other communication given under this Agreement must be in writing and delivered in accordance with the provisions of the Facility Agreement.

### 3.4 Discharge

The Security Interest may not be discharged except pursuant to a written release signed by the Lender. The Debtor may request a discharge of the Security Interest by notice to the Lender if, but only if, (a) there has been full and indefeasible payment and performance of the Obligations, and (b) the Lender has no commitments under any Finance Document. Upon satisfaction of these conditions, the Lender shall execute and deliver to the Debtor such financing statements and other documents or instruments as the Debtor may reasonably require and the Lender shall redeliver to the Debtor, or as the Debtor may otherwise direct, any Collateral in its possession.

### 3.5 Amendment

This Agreement may only be amended, supplemented or otherwise modified by written agreement of the Lender and the Debtor.

### 3.6 Waivers, etc.

- (a) No consent or waiver by the Lender in connection with this Agreement is binding unless made in writing and signed by an authorized officer of the Lender. Any consent or waiver given under this Agreement is effective only in the specific instance and for the specific purpose for which it was given.

- (b) A failure or delay on the part of the Lender in exercising a right or remedy under this Agreement does not operate as a waiver of, or impair, any rights or remedies of the Lender however arising. A single or partial exercise of a right or remedy on the part of the Lender does not preclude any other or further exercise of that right or remedy or the exercise of any other rights or remedies by the Lender.
- (c) Any delay or omission by the Lender in requiring strict performance by the Debtor of any provision of this Agreement will not affect or diminish the Lender's right thereafter to demand strict compliance and performance therewith.

### **3.7 No Merger**

This Agreement does not operate by way of merger of any of the Obligations and no judgment recovered by the Lender will operate by way of merger of, or in any way affect, the Security Interest, this Agreement or the other Finance Documents.

### **3.8 Further Assurances**

The Debtor shall from time to time, whether before or after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and agreements as the Lender may reasonably require for (a) protecting the Collateral, (b) perfecting the Security Interest, (c) obtaining control of the Collateral, (d) exercising all powers, authorities and discretions conferred upon the Lender, and (e) otherwise enabling the Lender to obtain the full benefits of this Agreement and the rights and powers herein granted. The Debtor shall, from time to time after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and agreements as the Lender may require for facilitating the sale or other disposition of the Collateral in connection with its realization.

### **3.9 Supplemental Security**

This Agreement is in addition and without prejudice to, and not in substitution for, all other security now held or which may hereafter be held by the Lender in respect of the Obligations.

### **3.10 Successors and Assigns**

This Agreement is binding upon the Debtor and its successors and assigns, and enures to the benefit of the Lender and its successors and assigns. This Agreement and all rights of the Lender are assignable without the consent of the Debtor, and in any action brought by an assignee to enforce this Agreement or any right or remedy of the Lender herein, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Lender. The Debtor may not assign, transfer or delegate any of its rights, duties or obligations under this Agreement.

### **3.11 Headings, etc.**

The provision of a table of contents, the division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

### **3.12 Gender and Number**

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and *vice versa*.

### 3.13 Entire Agreement

The provisions set forth in this Agreement together with the Facility Agreement and the other Finance Documents constitute the entire enforceable agreement between the parties and supercede all prior oral or written agreements, understandings, representations and warranties and course of conduct and dealing between the parties with respect to the matters referred to in this Agreement.

### 3.14 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without amendment.

### 3.15 Conflict

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Facility Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Facility Agreement will prevail to the extent of such conflict or inconsistency.

### 3.16 Governing Law and Submission to Jurisdiction

- (a) This Agreement is governed by and is to be interpreted and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.
- (b) The Debtor irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of Saskatchewan located in Regina, (ii) agrees that all claims in respect of any suit, action or proceeding may be heard and determined in such court, **and** (iii) waives, to the fullest extent permitted by law, any objection which it may have based upon doctrines of venue or *forum incoveniens*.

### 3.17 Acknowledgement and Waiver

The Debtor:

- (a) acknowledges receiving a copy of this Agreement; and
- (b) to the fullest extent permitted by law, waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Agreement or any amendments to it.

### 3.18 Counterparts and Electronic Delivery

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original. All such signed counterparts, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by electronic means (including by facsimile or in PDF format) shall be as valid and effective as delivery of an originally or manually executed copy of this Agreement. Any party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by another party.

*(The remainder of this page is intentionally left blank; signature page follows.)*

**IN WITNESS WHEREOF** the Debtor and the Lender have executed and delivered this Agreement.

**WESTERN POTASH CORP.**

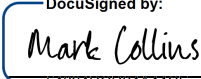
By:



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Name: Zhanli (Jerry) Zhang  
Title: Authorized Signing Officer

**WPC (JERSEY) LIMITED**

By:  DocuSigned by:  
Mark Collins  
54694DCD247440CF  
\_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE A**  
**MOTOR VEHICLES**

1. 2013 Dodge Ram 1500 Crew Cab, Serial # 1C6RR7KG3DS612453
2. 2018 Nissan Titan 5.6, Serial # 1N6AA1EJ3JN51578



**SCHEDULE B**  
**FINANCIAL ASSETS (NEGOTIABLE COLLATERAL AND SECURITIES)**

| Company                                    | Registered Owner     | Number of Shares | % of Equity Interest |
|--------------------------------------------|----------------------|------------------|----------------------|
| FB Burrard Development Limited Partnership | Western Potash Corp. | 2,091,792        | 72.31%               |

**SCHEDULE C  
SECURITIES ACCOUNTS**

| Securities Accounts  |                   |                                                                                 |                |                                       |
|----------------------|-------------------|---------------------------------------------------------------------------------|----------------|---------------------------------------|
| Account Holder       | Broker Name       | Broker Address                                                                  | Account Number | Securities                            |
| Western Potash Crop. | Canaccord Genuity | P.O. Box 10337 Pacific Centre 2200 - 609 Granville Street Vancouver, BC V7Y 1H2 | 18P-316A-1     | 777,400 WESTERN RESOURCES CORP shares |
| Western Potash Crop. | Canaccord Genuity | P.O. Box 10337 Pacific Centre 2200 - 609 Granville Street Vancouver, BC V7Y 1H2 | 18P-316A-1     | 28,571 RED OAK MINING CORP shares     |

**SCHEDULE D**  
**INTELLECTUAL PROPERTY**

None.



This is **Exhibit “ O ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

Confidential

**Dated May 16, 2022**

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**WESTERN POTASH HOLDINGS CORP**

**and**

**WPC (JERSEY) LIMITED**

**SECURITY AGREEMENT**

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**THIS SECURITY AGREEMENT** (the “**Agreement**”) is dated May 16, 2022 and made between:

- (1) **WESTERN POTASH HOLDINGS CORP**, a corporation formed under the laws of British Columbia (the “**Debtor**”); and
- (2) **WPC (JERSEY) LIMITED**, a company formed under the laws of Jersey (the “**Lender**”).

**RECITALS:**

- (A) The Lender has agreed to make certain credit facilities available to the Debtor upon the terms and conditions contained in a facility agreement between the Debtor, as borrower, and the Lender, as lender, dated April 28, 2022 (such facility agreement as it may at any time or from time to time be amended, supplemented, restated or replaced, the “**Facility Agreement**”).
- (B) The Debtor has agreed to execute and deliver this Agreement to and in favour of the Lender as security for the payment and performance of the Debtor’s obligations to the Lender under the Facility Agreement.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Debtor and the Lender agree as follows:

## **ARTICLE 1 SECURITY**

### **1.1 Statutory and Other References**

Terms defined in the *Personal Property Security Act* (British Columbia) (as amended from time to time, the “**PPSA**”) and used in this Agreement have the same meanings. Any reference to the “**STA**” in this Agreement is a reference to the *Securities Transfer Act* (British Columbia) or, to the extent applicable, similar legislation of any other jurisdiction, as amended from time to time. Where a reference is made to the Lender, it shall be deemed to include, as applicable, any nominee appointed by the Lender to hold or otherwise take possession of the Collateral.

### **1.2 Grant of Security**

The Debtor hereby grants to the Lender a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Lender, all of the personal property and undertaking of the Debtor now owned or hereafter acquired and all of the personal property in which the Debtor now has or hereafter acquires any interest (collectively, the “**Collateral**”) including, without limitation, any and all of the:

- (a) inventory of the Debtor including goods held for sale, lease or resale, goods provided or to be provided to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (b) equipment, machinery, furniture, fixtures, vehicles and other tangible personal property of every kind and description of the Debtor and all licences and other rights and all records, files, charts, plans, drawings, specifications, manuals and documents relating thereto;
- (c) accounts due, owing or accruing due to the Debtor, including deposit accounts (whether chequing, savings or other similar account, and whether or not evidenced by a certificate of deposit, account agreement or other document) maintained for the benefit of the Debtor by a bank or other financial institution, and all other monetary obligations due, owing or accruing due to the Debtor;



- (d) money, documents of title, chattel paper, instruments, securities and all other financial assets of the Debtor;
- (e) securities accounts of the Debtor and all of the credit balances, security entitlements, other financial assets and items or property standing to the credit of the Debtor from time to time in such securities accounts;
- (f) intangibles of the Debtor including all security interests, goodwill, claims, choses in action, contracts and contractual rights, licences and benefits;
- (g) trademarks, trademark registrations and pending trademark applications, patents and pending patent applications, copyrights, proprietary and non-public business information, trade and business names, web names and worldwide web addresses and other intellectual property and industrial property of the Debtor (collectively, the **"Intellectual Property"**);
- (h) authorizations, permits, approvals, grants, licenses, consents, rights, franchises, privileges, orders, decrees and similar entitlements issued or granted to the Debtor by law or by rule or regulation of any public body;
- (i) books, records, files, correspondence, invoices, documents, papers, computer programs, disks and other repositories of data recording or storage in any form or medium, evidencing or relating to the property described in Sections 1.2(a)-(h) inclusive;
- (j) substitutions and replacements of, and increases, additions and, where applicable, accessions to, the property described in Sections 1.2(a)-(i) inclusive; and
- (k) proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Sections 1.2(a)-(j) inclusive or the proceeds of such proceeds.

### 1.3 Obligations Secured

- (a) The security interests, assignments, mortgages, charges, hypothecations and pledges granted hereby (collectively, the **"Security Interest"**) secure the payment and performance of all debts, liabilities and obligations (including interest that but for the filing of a petition in bankruptcy, would accrue on such debts, liabilities and obligations), present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by, or otherwise payable by, any Obligor to the Lender, however or wherever incurred, and in any currency, and whether incurred by any Obligor alone or with another or others and whether as principal, guarantor or surety under, in connection with, or pursuant to, the Facility Agreement and each of the other Finance Documents (collectively, and together with the expenses, costs and charges described in Section 1.3(b), the **"Obligations"**).
- (b) All expenses, costs and charges incurred by or on behalf of the Lender in connection with this Agreement or the Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other costs incurred in taking possession or control of, repairing, protecting, insuring, preparing for disposition, selling, delivering or obtaining payment for, the Collateral, as well as expenses, costs and charges incurred in any other lawful exercises of the powers conferred by the Facility Agreement and the other Finance Documents, are payable on demand and shall be added to, and form a part of, the Obligations.

### 1.4 Attachment, Perfection, Possession and Control

- (a) The Debtor and the Lender acknowledge that (i) value has been given, (ii) the Debtor has rights in the Collateral (other than after-acquired Collateral) or the power to transfer rights in the Collateral, and (iii) the parties have not agreed to postpone the time for attachment of the Security Interest.

- (b) If the Debtor acquires Collateral consisting of chattel paper, instruments or negotiable documents of title:

- (i) prior to the occurrence and continuance of an Event of Default, in an aggregate value in excess of \$2,000,000; or
- (ii) from and after the occurrence and continuance of an Event of Default, in any amount,

the Debtor shall promptly notify the Lender of such acquisition and shall, at the request of the Lender, (i) deliver the Negotiable Collateral to the Lender or as it may direct, (ii) endorse the same for transfer in blank or as the Lender may direct, (iii) grant control (as defined in the PPSA) over any electronic chattel paper, (iv) cause a transfer to be registered wherever, in the opinion of the Lender, such registration may be necessary or desirable, and (v) deliver to the Lender any and all consents or other documents which may be necessary or desirable to transfer the Negotiable Collateral.

- (c) The Debtor shall not cause or permit any Person other than the Lender to have a security interest in any Collateral, except Permitted Security. The Debtor shall not grant control over any investment property or other financial assets constituting part of the Collateral to any Person other than the Lender.

## 1.5 [Deleted]

## 1.6 Scope of Security Interest

- (a) To the extent that an assignment of amounts payable and other proceeds arising under, or the grant of a security interest in, any agreement, licence, permit or quota of the Debtor would result in the termination of such agreement, licence, permit or quota (each, a “**Restricted Asset**”), the Security Interest with respect to such Restricted Asset will constitute a trust created in favour of the Lender pursuant to which the Debtor holds as trustee all proceeds arising under or in connection with the Restricted Asset in trust for the Lender on the following basis:
- (i) until the Security Interest has become enforceable and subject to the Facility Agreement, the Debtor may receive all such proceeds; and
  - (ii) whenever the Security Interest has become enforceable, (A) all rights of the Debtor to receive proceeds shall cease and all proceeds shall be immediately paid over to the Lender, and (B) the Debtor shall take all actions requested by the Lender to collect and enforce payment and other rights arising under the Restricted Asset.
- (b) The Security Interest with respect to Collateral consisting of trademarks shall constitute a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Lender, but shall not constitute an assignment or mortgage of such Collateral to the Lender. Until the Security Interest has become enforceable, the grant of the Security Interest in the Intellectual Property will not affect in any way the Debtor's rights to commercially exploit it or defend or enforce the Debtor's rights in it or with respect to it.
- (c) The Security Interest shall not extend to consumer goods.
- (d) The Security Interest shall not extend or apply to the last day of the term of any lease or sublease or any agreement for a lease or sublease, now held or hereafter acquired by the Debtor in respect of real property, but the Debtor shall stand possessed of any such last day upon trust to assign and dispose of it as the Lender may direct.

### **1.7 Care and Custody of Collateral**

- (a) The Lender shall have no obligation to keep Collateral in its possession identifiable.
- (b) The Lender shall exercise in the physical keeping of any Negotiable Collateral or Pledged Certificated Securities, only the same degree of care as it would exercise in respect of its own such property kept at the same place.
- (c) The Lender is not required to see to the collection of dividends, distributions or interest payable on, or exercise any option or right in connection with, the Collateral. In addition, it shall have no obligation to protect or preserve the Collateral from depreciating in value or becoming worthless and is hereby released from all responsibility for any loss or diminution of value of the Collateral.
- (d) The Lender may, both before and after the Security Interest has become enforceable, (i) notify any Person obligated on an account, chattel paper or instrument to make payments to the Lender whether or not the Debtor was previously making collections on such accounts, chattel paper or instruments, and (ii) assume control of any proceeds arising from the Collateral.

### **1.8 Absence of Fiduciary Relationship**

No implied agreements, covenants or obligations on the part of the Lender with respect to the Debtor, a securities intermediary or an issuer of any Pledged Investment Property are to be read into this Agreement against the Lender. The Lender does not owe any fiduciary duty to the Debtor, any issuer of Pledged Investment Property, any securities intermediary or any other Person in connection with this Agreement or the Collateral.

## **ARTICLE 2 ENFORCEMENT**

### **2.1 Enforcement**

The Security Interest shall be and become enforceable against the Debtor upon the occurrence and during the continuance of an Event of Default (as defined in the Facility Agreement).

### **2.2 Remedies**

Whenever the Security Interest has become enforceable, the Lender may realize upon the Collateral and enforce its rights, by:

- (a) entering onto any premises where Collateral consisting of tangible personal property may be located;
- (b) entering into possession of the Collateral by any method permitted by law;
- (c) selling, granting an option to purchase or leasing all or any part of the Collateral;
- (d) holding, storing, keeping idle or operating all or any part of the Collateral;
- (e) collecting any proceeds arising in respect of the Collateral;
- (f) collecting, realizing, selling, or otherwise dealing with, the accounts;
- (g) exercising and enforcing all rights and remedies of a holder of the Collateral as if the Lender were the absolute owner thereof (including, if necessary, causing the Collateral to be registered in the name of the Lender or its nominee);

- (h) issuing any instructions or entitlement orders to an issuer or securities intermediary;
- (i) instructing a financial institution to transfer funds held by it to an account maintained with or by the Lender;
- (j) appointing a receiver (which term as used in this Agreement includes an interim receiver and a receiver and manager) or agent of all or any part of the Collateral and removing or replacing from time to time any receiver or agent;
- (k) instituting proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;
- (l) instituting proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Collateral;
- (m) filing proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to the Debtor; and
- (n) exercising any other remedy or commencing any other proceeding authorized or permitted under the PPSA or otherwise by law or equity.

### **2.3 Additional Rights**

In addition to the rights and remedies set out in Section 2.2, whenever the Security Interest has become enforceable, and for so long as such Event of Default is continuing, the Lender may:

- (a) require the Debtor, at the Debtor's expense, to assemble the Collateral at a place or places designated by the Lender, and the Debtor agrees to so assemble the Collateral;
- (b) require the Debtor to disclose to the Lender the location or locations of the Collateral, and the Debtor agrees to make such disclosure in writing when so requested;
- (c) repair, process, modify, complete or otherwise deal with the Collateral and prepare the Collateral for disposition, whether on the premises of the Debtor or otherwise;
- (d) carry on all or any part of the business of the Debtor and, to the exclusion of all others including the Debtor, enter upon, occupy and use all or any of the premises, buildings and other property of, or used or occupied by, the Debtor, free of charge, and the Lender shall not be liable to the Debtor for any act or omission in so doing or for any rent, charges, depreciation or damages incurred in connection with, or resulting from, such action;
- (e) borrow for the purpose of carrying on the business of the Debtor or for the maintenance, preservation or protection of the Collateral and grant security interests in the Collateral, whether or not in priority to the Security Interest, to secure repayment;
- (f) redeem any prior security interest against any Collateral, procure the transfer of such security interest to itself, or settle and pass the accounts of any prior mortgagee, chargee or lienholder;
- (g) pay any liability secured by a lien against any of the Collateral;
- (h) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and give good and valid receipts and discharges in respect of the Collateral;

- (i) compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any Person to the Debtor; and
- (j) at any public or private sale, bid for and purchase any or all of the Collateral offered for sale and upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention or disposition, except as required by law.

## **2.4 Concerning a Receiver**

- (a) Any receiver appointed by the Lender shall be vested with all rights of the Lender and all of the remedies which could have been exercised by the Lender in respect of the Debtor or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The choice of receiver and its remuneration shall be within the sole discretion of the Lender.
- (b) Any receiver appointed by the Lender shall act as agent for the Lender for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Debtor. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Lender as the Lender may determine in its sole discretion. The Debtor agrees to ratify and confirm all actions of the receiver acting as agent for the Debtor, and to release and indemnify the receiver in respect of all such actions.
- (c) The Lender, in appointing or refraining from appointing any receiver, shall not incur any liability to the receiver, the Debtor or any other Person and shall not be responsible for any misconduct or negligence of such Person.

## **2.5 Exercise of Remedies**

Any remedy may be exercised separately or in combination and is in addition to, and not in substitution for, any other rights or remedies the Lender may have, however created. The Lender is not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to any other rights of the Lender in respect of the Obligations including the right to claim for any deficiency.

## **2.6 Dealings with Security, etc.**

- (a) The Lender is not obligated to exhaust its recourse against the Debtor or any other Person or against any other security it may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral.
- (b) The Lender may grant extensions or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with guarantors, sureties or security as it may see fit without prejudice to the Obligations, the liabilities of the Debtor or any other Person or the rights of the Lender in respect of the Collateral.

## **2.7 Dealings with Collateral**

- (a) The Lender is not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any Persons in respect of the Collateral, or (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of, or failure to sell or otherwise deal with, the Collateral.

- (b) The Debtor acknowledges and agrees that it is commercially reasonable for the Lender to, and the Lender may, in its sole discretion, (i) incur expenses to prepare the Collateral for disposition, (ii) exercise collection remedies directly or through the use of collection agencies, (iii) dispose of Collateral by way of public auction, public tender or private contract, with or without advertising and without any other formality, (iv) dispose of Collateral to the Lender or to a customer or client of the Lender, (v) contact other Persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (vi) hire one or more professional auctioneers to assist in the disposition of the Collateral, whether or not the Collateral is of a specialized nature, (vii) establish an upset or reserve bid or price in respect of the Collateral, and (viii) establish such terms as to credit or otherwise as the Lender may determine advantageous.

## **2.8 Appointment of Attorney**

The Debtor irrevocably constitutes and appoints the Lender (and each of its officers and directors) its true and lawful attorney (with full power of substitution) to do, make and execute, in the name of and on behalf of the Debtor, all such acts, documents, matters and things which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement including the execution, endorsement and delivery of documents and any notices, receipts, assignments or verifications of accounts provided that such power of attorney may not be exercised until an Event of Default has occurred and is continuing. This power of attorney is in addition to, and not in substitution for, any stock transfer powers of attorney delivered by the Debtor and any powers of attorney may be relied upon by the Lender severally or in combination. All acts of the attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which are acknowledged) and will survive, and will not terminate upon, the bankruptcy, dissolution, winding up or insolvency of the Debtor. This power of attorney extends to and is binding upon the Debtor's successors and assigns. The Debtor authorizes the Lender to (a) delegate in writing to another Person any power and authority granted under this power of attorney as may be necessary or desirable in the opinion of the Lender, and (b) revoke or suspend such delegation.

## **2.9 Dealings With Third Parties**

- (a) No Person dealing with the Lender or an agent or receiver of the Lender is required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which the Lender, receiver or agent is purporting to exercise have become exercisable, (iii) whether any money remains due to the Lender by the Debtor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale, lease or other disposition is made, (v) the propriety or regularity of any sale or other dealing by the Lender or any agent or receiver of the Lender with the Collateral, or (vi) how any money paid to the Lender has been applied.
- (b) Any purchaser of Collateral shall hold the Collateral absolutely and free from any claim or right of any kind whatsoever, including any equity of redemption, of the Debtor. The Debtor waives (to the fullest extent permitted by law) as against any such purchaser, all rights of redemption, stay or appraisal which the Debtor may have under any rule of law or statute now existing or hereafter adopted.

## **2.10 Application of Proceeds**

Any and all moneys and other proceeds realized by the Lender pursuant to this Agreement may be applied by the Lender to such part of the Obligations as the Lender in its sole discretion determines appropriate from time to time subject only to such limitations as may be set out in the Facility Agreement.

### **2.11 Debtor Liable for Deficiency**

The Debtor shall be and remain liable to the Lender for any deficiency after the proceeds of any sale or other disposition of Collateral are received by the Lender.

## **ARTICLE 3 GENERAL**

### **3.1 Certain References**

- (a) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in the Facility Agreement.
- (b) Except as otherwise provided in this Agreement, any reference to this Agreement, the Facility Agreement or any other Finance Document refers to this Agreement, the Facility Agreement or such other Finance Document as it may have been, or may from time to time be, amended, modified, extended, renewed, restated, replaced or supplemented.

### **3.2 Notices**

Any notice, consent, demand, waiver or other communication given under this Agreement must be in writing and delivered in accordance with the provisions of the Facility Agreement.

### **3.3 Discharge**

The Security Interest may not be discharged except pursuant to a written release signed by the Lender. The Debtor may request a discharge of the Security Interest by notice to the Lender if, but only if, (a) there has been full and indefeasible payment and performance of the Obligations, and (b) the Lender has no commitments under any Finance Document. Upon satisfaction of these conditions, the Lender shall execute and deliver to the Debtor such financing statements and other documents or instruments as the Debtor may reasonably require and the Lender shall redeliver to the Debtor, or as the Debtor may otherwise direct, any Collateral in its possession.

### **3.4 Amendment**

This Agreement may only be amended, supplemented or otherwise modified by written agreement of the Lender and the Debtor.

### **3.5 Waivers, etc.**

- (a) No consent or waiver by the Lender in connection with this Agreement is binding unless made in writing and signed by an authorized officer of the Lender. Any consent or waiver given under this Agreement is effective only in the specific instance and for the specific purpose for which it was given.
- (b) A failure or delay on the part of the Lender in exercising a right or remedy under this Agreement does not operate as a waiver of, or impair, any rights or remedies of the Lender however arising. A single or partial exercise of a right or remedy on the part of the Lender does not preclude any other or further exercise of that right or remedy or the exercise of any other rights or remedies by the Lender.
- (c) Any delay or omission by the Lender in requiring strict performance by the Debtor of any provision of this Agreement will not affect or diminish the Lender's right thereafter to demand strict compliance and performance therewith.

### **3.6 No Merger**

This Agreement does not operate by way of merger of any of the Obligations and no judgment recovered by the Lender will operate by way of merger of, or in any way affect, the Security Interest, this Agreement or the other Finance Documents.

### **3.7 Further Assurances**

The Debtor shall from time to time, whether before or after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and agreements as the Lender may reasonably require for (a) protecting the Collateral, (b) perfecting the Security Interest, (c) obtaining control of the Collateral, (d) exercising all powers, authorities and discretions conferred upon the Lender, and (e) otherwise enabling the Lender to obtain the full benefits of this Agreement and the rights and powers herein granted. The Debtor shall, from time to time after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and agreements as the Lender may require for facilitating the sale or other disposition of the Collateral in connection with its realization.

### **3.8 Supplemental Security**

This Agreement is in addition and without prejudice to, and not in substitution for, all other security now held or which may hereafter be held by the Lender in respect of the Obligations.

### **3.9 Successors and Assigns**

This Agreement is binding upon the Debtor and its successors and assigns, and enures to the benefit of the Lender and its successors and assigns. This Agreement and all rights of the Lender are assignable without the consent of the Debtor, and in any action brought by an assignee to enforce this Agreement or any right or remedy of the Lender herein, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Lender. The Debtor may not assign, transfer or delegate any of its rights, duties or obligations under this Agreement.

### **3.10 Headings, etc.**

The provision of a table of contents, the division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

### **3.11 Gender and Number**

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and *vice versa*.

### **3.12 Entire Agreement**

The provisions set forth in this Agreement together with the Facility Agreement and the other Finance Documents constitute the entire enforceable agreement between the parties and supercede all prior oral or written agreements, understandings, representations and warranties and course of conduct and dealing between the parties with respect to the matters referred to in this Agreement.

### **3.13 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without amendment.



### 3.14 Conflict

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Facility Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Facility Agreement will prevail to the extent of such conflict or inconsistency.

### 3.15 Governing Law and Submission to Jurisdiction

- (a) This Agreement is governed by and is to be interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- (b) The Debtor irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of British Columbia located in Vancouver, (ii) agrees that all claims in respect of any suit, action or proceeding may be heard and determined in such court, **and** (iii) waives, to the fullest extent permitted by law, any objection which it may have based upon doctrines of venue or *forum incoveniens*.

### 3.16 Acknowledgement and Waiver

The Debtor:

- (a) acknowledges receiving a copy of this Agreement; and
- (b) to the fullest extent permitted by law, waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Agreement or any amendments to it.

### 3.17 Counterparts and Electronic Delivery

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original. All such signed counterparts, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by electronic means (including by facsimile or in PDF format) shall be as valid and effective as delivery of an originally or manually executed copy of this Agreement. Any party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by another party.

(The remainder of this page is intentionally left blank; signature page follows.)

**IN WITNESS WHEREOF** the Debtor and the Lender have executed and delivered this Agreement.

**WESTERN POTASH HOLDINGS CORP.**

By: 

Name: Wenye (Bill) Xue

Title: Authorized Signing Officer

**WPC (JERSEY) LIMITED**

By:

DocuSigned by:

Mark Collins

54034DCD24A24CF  
Authorized Signing Officer



This is **Exhibit “ P ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

## DEBENTURE

**GRANTED TO:** WPC (JERSEY) LIMITED, as Lender

**GRANTED BY:** WESTERN POTASH CORP., as Debtor

**DATE:** May 16, 2022

**PRINCIPAL AMOUNT:** \$85,000,000

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Lender, the Debtor hereby delivers this agreement to the Lender and agrees as follows:

### Definitions and Interpretation

1. In this agreement, unless something in the subject matter or context is inconsistent therewith:

All capitalized terms used but not defined herein shall have the meanings attributed to such terms in the facility agreement dated as of April 28, 2022 among, *inter alia*, the Debtor, as borrower, the Debtor, as a guarantor and the Lender, as lender, as amended, supplemented, otherwise modified, restated or replaced from time to time (the “**Credit Agreement**”);

“**Applicable Law**” means, in relation to any Person, property, transaction or event, all applicable provisions (or mandatory applicable provisions, if so specified) of federal, provincial, state, municipal or local laws, statutes, rules, regulations, by-laws, official directives and orders of all Governmental Authorities and all Governmental Actions in which the Person in question is a party or by which it is bound or having application to the Person, property, transaction or event;

“**Business Day**” has the meaning ascribed thereto in the Credit Agreement;

“**Collateral**” means all present and future property, assets and undertaking of the Debtor mortgaged, charged, hypothecated or made subject to a security interest pursuant to this agreement, including, for greater certainty, the Lands and the Mining Properties;

“**Debtor**” means Western Potash Corp., and its successors and permitted assigns;

“**Event of Default**” has the meaning ascribed thereto in the Credit Agreement;

“**Freehold Mineral Leases**” means all freehold mineral leasehold interests held by the Debtor as grantee or lessee, including without limitation, the freehold mineral leases for potash and related subsurface minerals, described in Schedule “B” hereto;

“**Finance Documents**” has the meaning ascribed thereto in the Credit Agreement;

“**Governmental Action**” means any authorization, consent, approval, waiver, order, decree, license, exemption, permit, registration, filing, qualification or declaration of or with any Governmental Authority (other than routine reporting requirements) or the giving of notice to any Governmental Authority or any other action in respect of a Governmental Authority;

“**Governmental Authority**” means any federal, state, provincial, county, local or municipal government; any governmental body, agency, authority, board, bureau, department or commission (including any taxing authority); any instrumentality or office of any of the foregoing (including any court or tribunal) exercising executive, legislative, judicial, regulatory or administrative functions; or any entity directly or indirectly controlled by any of the foregoing;

**"Lands"** means the Collateral described in sections 9(a) and 9(b), Schedule "A" and Schedule "B" hereto;

**"Lender"** means WPC (Jersey) Limited, in its capacity as Lender under the Credit Agreement from time to time and its successors and assigns;

**"Material Adverse Effect"** has the meaning ascribed thereto in the Credit Agreement;

**"Minerals"** means any and all ore mined, quarried or otherwise extracted from the properties and rights and minerals, mineral exploration and mining and access rights charged hereby;

**"Mining Lease"** means any Crown mineral or subsurface mineral lease(s) issued or granted to the Debtor by the Crown in right of Saskatchewan under Applicable Law including without limitation Subsurface Mineral Lease #KLSA 008 dated November 16, 2010 granted by Her Majesty the Queen in right of the Province of Saskatchewan in favour of the Debtor as lessee under the *Crown Minerals Act (Saskatchewan)*, as amended or supplemented from time to time, granting the Debtor the right to extract minerals from the area in, on or under all or part of the land covered by such Mining Lease (NTS Map Reference: 72-I-01 & 72-I-02 and 72-I-08,

**"Mining Properties"** means all mineral exploration and mining, surface and access rights or licenses, leases, grants and other rights issued or granted to or held by the Debtor in connection with the Project, including the Freehold Mineral Leases, Mining Lease, and Surface Leases, and all replacement and successor titles thereto including mining leases and surface leases issued or granted pursuant to Applicable Law.

**"Obligations"** means all obligations, indebtedness and liability of the Debtor to the Lender, and its respective successors and assigns from time to time, (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety, arising or incurred under or in connection with any of the Finance Documents;

**"Permitted Security"** has the meaning ascribed to such term in the Credit Agreement;

**"Person"** means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership or other entity;

**"Receiver"** means a receiver, receiver-manager and receiver and manager;

**"Security Interest"** means the pledges, assignments, mortgages, charges and hypothecations of and the security interests in the Collateral created in favour of the Lender hereunder.

**"Surface Lease"** means one or more surface lease(s) issued or granted to the Debtor whether against freehold titles or Crown titles including the surface lease described in Schedule "C".

2. References such as "this Debenture", "this agreement", "hereof", "herein", "hereto" and like references refer to this agreement and any schedules, exhibits or appendices attached hereto (all of which schedules, exhibits and appendices form a part of this agreement) and not to any particular section, subsection, paragraph or other subdivision of this agreement.
3. The division of this agreement into sections, subsections and paragraphs and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

4. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter). When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "including, without limitation" and the use of the term "includes" shall mean "includes, without limitation".
5. Nothing herein (including the definition and use of the term Permitted Security) is intended or shall be deemed to subordinate the Security Interest to any Permitted Security or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.
6. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.
7. This agreement shall be governed by and construed in accordance with the laws of Province of Saskatchewan and the federal laws of Canada applicable therein. The Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan, provided that nothing herein shall prevent the Lender from proceeding at its election against the Debtor in the courts of any other province, country or jurisdiction. Notwithstanding the provision in this section for the governing, construction and interpretation of this Debenture in accordance with the law of the Province of Saskatchewan and the laws of Canada applicable therein, it is acknowledged and agreed that in governing, construing, interpreting and enforcing this Debenture with respect to security hereby secured against any Collateral situated in a Canadian Province other than Saskatchewan, the laws of such other Canadian Province and the law of Canada applicable in such Province shall apply. Further, the Courts of such other Canadian Province shall, to the extent required pursuant to the laws of such other Province, have jurisdiction in the enforcement of the Debenture.

#### **Promise To Pay**

8. For value received, the Debtor hereby acknowledges itself indebted and hereby promises to pay on demand to the order of the Lender at its offices located at 47 Esplanade, St Helier, Jersey JE1 0BD or such other office as the Lender may designate in writing to the Debtor, all amounts now or hereafter owing by the Debtor to the Lender under or in respect of the Obligations up to the maximum principal amount of \$85,000,000 (the "Principal Amount") and interest thereon from the date hereof at the same place in like money at the rate of 25% per annum, calculated monthly and payable on demand, both before and after maturity, default and judgment and interest on overdue interest at the rate aforesaid.

#### **Grant of Security Interest**

9. As continuing security for the payment and performance of all Obligations, the Debtor hereby assigns, conveys, mortgages, charges, demises, sublets and hypothecates to the Lender and grants to the Lender a security interest in the following:
  - (a) by way of a fixed and specific mortgage and charge, all of the Debtor's present and future right, title, benefit and interest, whether freehold, leasehold, beneficial or legal in nature, in all real and immovable property (including, by way of sub-lease) and any greater interest therein hereafter acquired by the Debtor, including: (i) all buildings, foundations, erections, improvements and structures, whether temporary or permanent and whether the same



form part of the realty or not, erected or located in, on, under or upon such freehold, leasehold and other real and immoveable property interests of the Debtor from time to time, and all appurtenances pertaining thereto, together with the systems, structures, facilities, machinery, plant and equipment comprising the foregoing or relating thereto and together with all personal property, equipment and chattels now or hereafter affixed to such freehold, leasehold and other real and immoveable property interests of the Debtor; (ii) all other facilities, fixtures and appurtenances whatsoever contained on or attaching to such freehold, leasehold and other real and immoveable property interests of the Debtor from time to time or used in connection with such freehold, leasehold and other real and immoveable property interests of the Debtor; (iii) all mechanical, electrical and other systems installed or used in connection with any of the foregoing; (iv) all rights-of-way, easements, licences, privileges, water rights, flooding rights, water storage and water power rights, privileges, concessions, claims, easements, works, rights of way, licences, minerals, mineral exploration and access rights, and all other rights and interests appurtenant or appertaining to the freehold, leasehold and other real and immoveable property interests of the Debtor; and (v) including its fee simple interest in the real property described in Schedule "A" hereto;

- (b) without limiting the generality of subsection 9(a), by way of a fixed and specific mortgage and charge, the Mining Properties and every interest of the Debtor therein or arising thereunder, including without limitation, any Minerals, and all other mineral or mining rights, leases, licences and other similar rights and every interest therein, and any rights or similar instruments by way of extension, amendment, renewal, substitution or supplement therefor which the Debtor now has, is entitled to obtain or hereafter acquires in the Province of Saskatchewan;
- (c) by way of continuing security interest, mortgage, charge and floating charge, all present and future real and immoveable property and rights of the Debtor of any nature or kind, including all real property at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled, together with all buildings and erections, plant, fixed machinery and fixed equipment, paths, passages, water courses, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining and the reversion, reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, property and demand, both at law and in equity, of the Debtor therein and thereto, including without limitation all water rights, flooding rights, water storage and water power rights, privileges, concessions, claims, easements, works, rights of way, licences, minerals, mineral exploration and access rights (other than property, assets and undertaking of the Debtor subjected to a valid mortgage, charge or security interest by subsections 9(a) and 9(b), and subject to the exceptions hereinafter contained);
- (d) by way of continuing security interest, mortgage, charge and floating charge, all after-acquired Minerals, mineral exploration and mining, surface and access rights or licenses, leases, grants and other rights issued or granted by or held from the Crown in right of Saskatchewan or otherwise held by the Debtor from time to time; and
- (e) books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating to, and all proceeds arising from, the property, assets and undertaking of the Debtor referred to in this section 9, including insurance proceeds and any other payment representing indemnity or compensation for loss of or damage thereto.

### Assignment of Leases and Rents

10. The Debtor hereby assigns to the Lender, as additional security for the Obligations, all rents and other monies now due and payable or hereafter to become due and payable from the Lands, if any, and the benefit of all covenants of tenants and assignees, if any (collectively, the "**Rents**"):
  - (a) under every existing and future lease of and agreement to lease of the whole or any portion of the Lands;
  - (b) in respect of every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
  - (c) under every existing and future guarantee of all or any of the obligations of any existing or future tenant, sub-tenant, occupier or licensee of the whole or any portion of the Lands; and
  - (d) under every future agreement to assume the obligations of tenants of the whole or any portion of the Lands,

(all of the foregoing leases, future agreements, licenses and guarantees being hereinafter referred to as the "**Leases**"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Debtor or the owner from time to time of the Lands.
11. The Debtor or its nominee or agent shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless an Event of Default has occurred and is continuing, in which case the Lender may give notice in writing to the tenant, sub-tenant, occupier, licensee or guarantor or to the rental manager of the Debtor advising of the provision of such Event of Default that has occurred and is continuing. In such event the Debtor hereby irrevocably directs such tenant, sub-tenant, occupier, licensee or guarantor or rental manager to make payments of all of the Rents due after receipt of such notice to the Lender or as the Lender may direct, upon being furnished with the aforesaid notice in writing, without any further direction or authority being required by such tenant, sub-tenant, occupier, licensee, guarantor or rental manager. All payments which are received by the Debtor contrary to the provisions of this Section 11 will be held by the Debtor in trust for the benefit of the Lender and will be forthwith paid to the Lender to be applied on account of the Obligations or to hold as Collateral, as the Lender may see fit, subject to the relevant provisions of the Credit Agreement.
12. Nothing herein contained shall have the effect of making the Lender, its successors and assigns, responsible for the collection of the Rents or any of them, or for the performance of any of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Debtor. The Lender shall not, by virtue of this debenture or its receipt of the Rents or any of them, become or be deemed to be a Lender in possession of the Lands, and the Lender shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them. The Lender shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions and such monies shall be applied on account of the Obligations in accordance with the terms of the Credit Agreement.

**Security Interest Absolute**

13. The Security Interest granted hereby and all rights of the Lender hereunder and all obligations of the Debtor hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Debtor or any other person.

**Continuing Liability of Debtor**

14. This Debenture and the Security Interest granted hereby is granted as collateral security only and will not subject the Lender, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith.

**Limited Exceptions to Grant of Security Interest**

15. Despite any other provision of this agreement, the last day of any term reserved by any lease of real property, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the Security Interest, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

**Attachment**

16. The Debtor confirms and agrees that value has been given by the Lender to the Debtor, that the Debtor has rights in all existing Collateral and that the Debtor and the Lender have not postponed the time for attachment of the Security Interest, such that the Security Interest shall attach to existing Collateral upon the execution of this agreement and shall attach to Collateral in which the Debtor hereafter acquires rights at the time that the Debtor acquires rights in such Collateral.

**Account Debtors**

17. Upon the Security Interest becoming enforceable in accordance with section 21, the Lender may, subject to the terms of the Credit Agreement, give notice of this Debenture and the Security Interest granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and may give notice to any such account debtors or other person to make all further payments to the Lender, and, upon the Security Interest becoming enforceable in accordance with Section 21, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Lender shall be held by the Debtor in trust for the Lender and forthwith paid over to the Lender on request.

**Representations and Warranties by the Debtor**

18. The Debtor hereby represents and warrants to the Lender that:
- (a) the Debtor has the capacity and authority to incur the Obligations, to create the Security Interest and to execute and deliver and perform its obligations under this Debenture;
  - (b) the execution and delivery of this Debenture and the performance by the Debtor of its obligations hereunder have been duly authorized by all necessary corporate, trust or partnership actions required;
  - (c) this Debenture constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;

- (d) the entering into of this Debenture and the performance by the Debtor of its obligations under this Debenture does not and will not:
  - (i) contravene, breach or result in any default under the articles, bylaws, constating documents or other organizational documents of the Debtor;
  - (ii) contravene, breach or result in any default under any mortgage, lease, agreement or other legally binding instrument, license, permit or law to which the Debtor is a party or by which the Debtor or any of its properties or assets may be bound;
  - (iii) require any consent under any charge or encumbrance upon any of its property or assets pursuant to any material indenture or other material agreement or instrument to which it is a party or by which it or its material property or assets may be bound or effected; or
  - (iv) result in or permit the acceleration of the maturity of any indebtedness, liability or obligation of the Debtor under any mortgage, lease, agreement or other legally binding instrument of or affecting the Debtor;
- (e) no authorization, consent or approval of, or filing with or notice to, any person is required in connection with the execution, delivery or performance of this Debenture by the Debtor;
- (f) the Debtor does not have or use a French form of name or a combined English and French form of name;
- (g) no event or circumstance has occurred which constitutes, or which with the giving of notice, lapse of time or satisfaction of any other condition would constitute, an Event of Default (within the meaning of the Credit Agreement);
- (h) the Debtor is the legal and beneficial owner of the Collateral pledged hereunder free and clear of any Security (as such term is defined in the Credit Agreement) except for Permitted Security;
- (i) the Debtor has a good title to the Lands;
- (j) the Debtor has the right to mortgage the Lands;
- (k) upon the occurrence of an Event of Default that is continuing, the Lender shall have quiet possession of the Lands, free from all encumbrances except for the Permitted Security;
- (l) the Debtor is not in default under any of the Mining Lease, Freehold Mineral Leases and Surface Lease (the "**Leases**") and, to the best knowledge of the Debtor, there has been no default which is continuing by any other party under any of the Leases, except in each case to the extent that such default would not reasonably be expected to have a Material Adverse Effect;
- (m) there is no outstanding dispute under any of the Leases between the Debtor and any other party thereto, except in each case to the extent that such dispute would not reasonably be expected to have a Material Adverse Effect;
- (n) the Debtor will observe and perform all of its obligations under each of the Leases, except to the extent that failure to do so would reasonably be expected to have a Material Adverse Effect;

- (o) the Debtor has not executed any prior assignment of the Leases or the Rents and will not execute any such assignment hereafter to anyone other than the Lender without the prior written consent of the Lender; and

### **Covenants of the Debtor**

19. The Debtor agrees with the Lender that, until the Obligations have been satisfied and paid in full, it will:
  - (a) duly and punctually pay all Obligations, including all interest thereon and all fees and other amounts required to be paid by the Debtor hereunder in the manner specified hereunder and it shall perform and observe all of its covenants, agreements and obligations under this Agreement and under any other Finance Document to which it is a party;
  - (b) except as otherwise permitted by the Credit Agreement, preserve and maintain its corporate, partnership or trust existence (as the case may be) as a corporation, partnership or trust existing under the laws of Canada or any province thereof;
  - (c) keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with generally accepted accounting principles.
  - (d) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral;
  - (e) defend the Collateral against any actions, claims and demands of any Person (other than the Lender) claiming the Collateral (or any of it) or an interest therein;
  - (f) at any time and from time to time, both before and after the occurrence of an Event of Default, upon the written request of the Lender, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purposes of obtaining or preserving the full benefits of this Debenture and of the rights and powers herein granted, including the filing or execution of any financing statements or financing change statements under any Applicable Law with respect to this Debenture. The Debtor also hereby authorizes the Lender to file any such financing statement or financing change statement without the signature of the Debtor to the extent permitted by Applicable Law. Without limiting the generality of the foregoing, the Debtor acknowledges that this Debenture has been prepared based on Applicable Law and the Debtor agrees that the Lender will have the right, acting reasonably, to require that this Debenture be amended or supplemented: (i) to reflect any changes in Applicable Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions; or (iii) if the Debtor amalgamates with any other Person or enters into any reorganization, in each case in order to confer upon the Lender the security intended to be created hereby; and
  - (g) will furnish to the Lender from time to time such statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all to the extent necessary to permit the Collateral to be sufficiently described.
20. The Debtor agrees with the Lender that:
  - (a) it will not, without the prior written consent of the Lender, sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, except as permitted (or not otherwise prohibited) under the Credit Agreement;

- (b) it will not, without the prior written consent of the Lender, create any lien upon, assign or transfer as security, or pledge, hypothecate, charge, mortgage or grant a security interest in any Collateral except to the Lender and except for Permitted Security; and
- (c) it will prevent the Lands from being or becoming an accession to any property not subject to Security Interests created by this agreement.

### **Enforcement**

21. Without prejudice to any right which the Lender may now or hereafter have to demand payment of any of the Obligations, the Obligations shall, at the option of the Lender, become payable and the Security Interest shall become enforceable upon the occurrence and during the continuance of an Event of Default.

### **Remedies of the Lender**

22. Whenever the Security Interest shall have become enforceable, and so long as it shall remain enforceable, the Lender may in accordance with Applicable Law enforce its rights by doing any one or more of the following:
- (a) entering upon the Lands and any other lands and premises where any Collateral is or may be located;
  - (b) applying to Court for an order that the Debtor's interest in the Collateral be sold on terms approved by the Court;
  - (c) applying to Court to foreclose the Debtor's interest in the Collateral;
  - (d) taking possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Lender at such place or places as may be specified by the Lender;
  - (e) occupying the Lands and using all or any part of the Lands;
  - (f) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Lands and other Collateral;
  - (g) the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Collateral
  - (h) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Lender shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Lender shall be added to the Obligations and shall be secured by the Security Interest;
  - (i) collecting any rents, income, and profits received in connection with the Lands;
  - (j) exercising any and all of the rights and remedies granted pursuant to any applicable legislation, or otherwise available at law or in equity.
  - (k) borrowing money for the maintenance, preservation or protection of the Collateral, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;

- (l) accepting the Collateral in satisfaction of the Obligations (and in connection therewith, foreclosing on the Lands or foreclosing on and seeking judicial sale of the Lands);
  - (m) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;
  - (n) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof;
  - (o) discharging any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Security Interest; and
  - (p) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.
23. Any Receiver appointed by the Lender may be any Person or Persons (including one or more officers or employees of the Lender), and the Lender may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Lender provided in this agreement. The Lender shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of the Lands and any other premises of the Debtor and in carrying on the Debtor's business, unless the Lender expressly specifies in writing that the Receiver shall be agent for the Lender for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Lender as the Lender may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Lender acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.
24. Without limiting the ability of the Lender or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Lender or any Receiver appointed by the Lender may, in its sole discretion, deem advantageous and may take place whether or not the Lender or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Lender.
25. The Lender shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.
26. No right, power or remedy of the Lender (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.
27. Any proceeds of realization of the Collateral may be applied by the Lender to the payment of expenses in connection with the preservation and realization of the Collateral as above described and any balance of such proceeds shall be applied by the Lender to payment of any amount owing by the Debtor to the Lender in such order as the Lender may see fit; if there is any surplus

remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Lender has knowledge and may be applied or retained as reserves against potential claims that the Lender or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to Applicable Law) be paid to the Debtor; and

28. The Debtor agrees to pay to the Lender, forthwith on demand by the Lender, all reasonable costs and expenses incurred by the Lender in connection with the exercise by the Lender of its rights, powers and remedies hereunder, including:
- (a) any costs and expenses incurred by the Lender in taking, holding, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;
  - (b) any legal fees and expenses on a solicitor and client basis incurred by the Lender in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Obligations;
  - (c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and
  - (d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Lender (including any legal fees and expenses on a solicitor and client basis incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the Security Interest.

29. The Debtor shall remain liable for all Obligations that are outstanding following realization of all or any part of the Collateral.
30. The Debtor hereby appoints the Lender as attorney of the Debtor, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Lender's discretion at any time after the occurrence and during the continuance of an Event of Default, to take any and all actions authorized or permitted to be taken by the Lender under this Debenture, subject to the Credit Agreement, or by Applicable Law and to: (a) execute and deliver all instruments and other documents and do all such further acts and things as may be reasonably required by the Lender to enforce the Security Interest and remedies provided hereunder or to better evidence and perfect the Security Interest; and (b) take any action and execute any instrument which the Lender, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Debenture, including, to ask for, demand, collect, sue for, recover, compound, receive and give acquittances and receipts for moneys due and to become due under or in connection with the Collateral, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection therewith, and to file any claims or take any action or institute any proceedings which the Lender may deem to be necessary or desirable for the collection thereof. Such appointment of the Lender as the Debtor's attorney is coupled with an interest and is irrevocable.

### **Rights of the Lender**

31. The Lender may pay the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations, shall bear interest at the highest rate applicable to the Obligations, and shall be secured by the Security Interest. Whenever the Lender pays any such lien, tax, rate, charge or



encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

32. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Lender will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Lender incurred in connection with any such performance or compliance shall be payable by the Debtor to the Lender on demand, form part of the Obligations, bear interest at the highest rate applicable to the Obligations and be secured by the Security Interest.
33. The Debtor grants to the Lender the right to set off against the Obligations (or any portion thereof) any amount owed by the Lender to the Debtor, including the amount of any and all accounts, credits or balances maintained by the Debtor with the Lender.
34. The Lender, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other Persons and securities as the Lender may see fit.

#### **Amalgamation of Debtor**

35. The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Lender that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Security Interest shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Lender at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Lender thereafter arising. The Security Interest shall attach to all of the "Collateral" owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

#### **Further Assurances**

36. The Debtor hereby covenants and agrees that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, hypothecs, transfers, instruments, assignments and assurances as the Lender may reasonably require for the better assuring, mortgaging, charging, transferring, assigning, granting, delivering and confirming unto the Lender the Collateral, or any part thereof, and for better accomplishing and effectuating the purpose of this Debenture including the execution and delivery of supplemental debentures more particularly describing the Collateral or to correct or amplify the description of the Collateral or to better assure, convey and confirm unto the Lender any of the Collateral. Upon the execution of any supplemental indenture under this Section 36, this Debenture shall be modified in accordance therewith, and each such supplemental debenture shall form part of this Debenture for all purposes. The Debtor covenants with the Lender that the Debtor shall provide to the Lender, promptly upon request, all information and evidence the Lender may reasonably request concerning the Collateral to enable the Agent to enforce the provisions hereof.

**Notices**

37. Any notice, demand or other communication permitted or required to be given hereunder shall be given in a manner in accordance with the Credit Agreement; provided that any such notice, request, demand or communication may be addressed to the respective parties as follows:

- (a) in the case of the Lender, addressed as follows:

WPC (Jersey) Limited  
 Address: 47 Esplanade, St Helier, Jersey JE1 0BD  
 Email: mark.collins@crestbridge.com  
 Tel: +44 1534 835746  
 Attention: Mark Collins

With copy to:

Address: 5th Floor, 45 Pall Mall, London, SW1Y 5JG  
 Email: wjarvis@appiancapitaladvisory.com; tmister@appiancapitaladvisory.com  
 Tel: +44 207 004 0951  
 Attention: Winta Jarvis and Tim Mister

- (b) in the case of the Debtor, addressed as follows:

Western Potash Corp.  
 Address: PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada  
 Attention: Jerry Zhang  
 Email: jerry@westernresources.com

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this agreement.

**Continuing Security for Obligations**

38. This agreement shall be held by the Lender as continuing security to secure payment of all Obligations at any time and from time to time outstanding up to, at any time, a maximum total amount equivalent to the full principal amount specified in section 8, unpaid interest then accrued thereon pursuant to section 8, and all other amounts then owing or payable by the Debtor pursuant to this agreement. Accordingly, any payment from time to time of any of the Obligations shall not reduce such maximum total amount or the principal amount specified in section 8, and this Debenture shall continue, after such payment, to secure payment of all Obligations at any time outstanding up to such maximum total amount.
39. The Security Interest created hereof shall be and be deemed to be effective upon the execution of this agreement by the Debtor, whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the same time as the date of execution of this Debenture.

**Indemnity**

40. The Debtor shall be liable for and does hereby indemnify and save harmless the Lender and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Lender or any Receiver as a result of taking this Debenture or acting under it and the Lender and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees

and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Lender or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Lender or such Receiver. It is understood and agreed that the covenants and conditions of this Section 40 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Security Interest or any foreclosure thereof.

#### **Waivers of Applicable Law**

41. To the extent not prohibited by Applicable Law, the Debtor hereby waives its rights, if any, under all provisions of Applicable Law that would in any manner limit, restrict or otherwise affect the Lender's rights and remedies hereunder or impose any additional obligations on the Lender. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Lender to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this Debenture.
42. To the full extent that it may lawfully do so, the Debtor hereby:
  - (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Lender under the terms of this debenture to a sale of the Collateral or any part thereof or for the collection of all amounts secured hereby; and
  - (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Collateral or any part thereof after the sale hereunder to any person whether such sale is by the Lender, any Receiver or otherwise, notwithstanding that the Lender may have purchased same.

#### **Assignment**

43. The Lender may assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by the Lender in respect thereof. The Debtor shall not assign any of its rights or obligations hereunder.

#### **Claims under this Agreement**

44. The Lender shall not, at any time, claim payment from the Debtor under this Debenture (whether for principal, interest or both) in an amount greater than the amount of the indebtedness forming part of the Obligations at such time. Notwithstanding that this agreement is stated to be payable on demand, no demand shall be made under this agreement unless demand is concurrently being made or has been made for payment of indebtedness forming part of the Obligations in an amount not less than the amount demanded under this agreement.

#### **Deemed Satisfaction**

45. Despite any other provision of this agreement, (a) payment in full to the Lender of all principal in respect of the Obligations (other than the principal amount stated in this Debenture) will be deemed to be payment in satisfaction of the principal amount under this Debenture and (b) payment by the Debtor to the Lender of interest on all indebtedness comprising or forming part of the Obligations (other than the principal amount stated in this Debenture) at the then current rate at which such indebtedness bears interest under the Credit Agreement for any period of time shall constitute satisfaction of interest payable pursuant to this agreement for the equivalent period of time. Notwithstanding the principal amount stated in this Debenture, interest and other monies expressed to be payable or secured hereunder, the obligations payable or secured hereunder shall not exceed the amount of the Obligations exclusive of the principal amount stated in this Debenture.

**Miscellaneous**

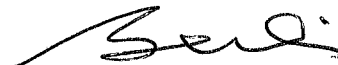
46. This agreement shall not result in the merger or any indebtedness or liability of the Debtor or any other Person or Persons to the Lender or to any of the lenders hereunder or under any negotiable instrument or other document by which the same may now or at any time hereafter be represented or evidenced. No judgment recovered by the Lender shall result in the merger of any such indebtedness or liability or in any way affect the Security Interest or the Lender's right to interest provided for herein.
47. Time shall be of the essence of this agreement.
48. Except as has otherwise been agreed in writing with the Lender, the Debtor shall not be discharged from the Security Interest, this Debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Lender.
49. This agreement is in addition to and not in substitution for any other security now or hereafter held by the Lender.
50. This agreement shall enure to the benefit of the parties hereto, and their respective successors and assigns, and shall be binding on the parties hereto and their respective successors and permitted assigns.
51. The Debtor agrees that the Lender may from time to time provide information concerning this agreement (including a copy hereof), the Collateral and the Obligations to any Person the Lender in good faith believes is entitled thereto pursuant to Applicable Law.
52. In the event of any conflict between any term or provision of this Debenture and any term or provision of the Credit Agreement, to the extent of the conflict, the provisions of the Credit Agreement shall prevail over the provisions of this Debenture.
53. For the better securing to the Lender the repayment in the manner aforesaid of the Principal Amount and interest and other obligations secured hereby, the Debtor DOES HEREBY mortgage to the Lender all of its estate and interest in the Lands.
54. *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in the said *The Land Contracts (Actions) Act, 2018* (Saskatchewan) with respect to this Debenture or any indenture, instrument or agreement ancillary or supplementary hereto.
55. *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
  - (a) this Debenture;
  - (b) any mortgage, charge or other security for the payment of money made, given or created by this Debenture or by any agreement or instrument referred to in subsection 55(c) below;
  - (c) any agreement or instrument renewing, extending or collateral to this Debenture or renewing, extending or collateral to any mortgage, charge or other security referred to or mentioned in subsection 55(b) above; or
  - (d) the rights, powers and remedies of the Lender under this Debenture or under any lien, mortgage, charge, other security, agreement or instrument referred to or mentioned in subsections 55(b) or 55(c) above.

56. The Debtor acknowledges receipt of an executed copy of this Debenture and the Credit Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Debenture.
57. This Debenture may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of any executed signature page of this Debenture or any amendment or waiver in respect thereof by electronic means, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf) shall be effective as delivery of an executed counterpart hereof. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures, which shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in any Applicable Law.

*[Remainder of page intentionally blank; signature page to follow]*

IN WITNESS WHEREOF the Debtor has executed and delivered this agreement as of the date first above written.

**WESTERN POTASH CORP.**

Per: 

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

Acknowledged and agreed as of the date first above written.

WPC (JERSEY) LIMITED

Per:



Authorized signatory

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF OWNED FEE SIMPLE LANDS**

Unit #29 in Condo Plan No. 101952176 with 132/10000  
shares of common property in Condominium Parcel #164145719  
Reference Land Description: Condo Plan No 101952176 Extension O



**SCHEDULE "B"**  
**DESCRIPTION OF FREEHOLD MINERAL LEASES**

[See attached]

**Schedule "B"**  
**Freehold Mineral Leases**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|-----------------------------------------|-----------------|----------------------------------------------------------------------------------|----------------------------|-------------------|
| 73307          |                       | Freehold Mineral Lease                  | 08-28-2029      | Jeffrey Scott Eberle                                                             | <b>115907182</b>           | <b>149233686</b>  |
|                | <b>120846203</b>      |                                         |                 | ParID 120846203-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 73307          |                       | Freehold Mineral Lease                  | 08-28-2029      | Jeffrey Scott Eberle                                                             | <b>115907182</b>           | <b>149233697</b>  |
|                | <b>120846225</b>      |                                         |                 | ParID 120846225-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 73308          |                       | Freehold Mineral Lease                  | 08-28-2029      | Susan Michele Eberle                                                             | <b>115907137</b>           | <b>149233619</b>  |
|                | <b>120846203</b>      |                                         |                 | ParID 120846203-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 73308          |                       | Freehold Mineral Lease                  | 08-28-2029      | Susan Michele Eberle                                                             | <b>115907137</b>           | <b>149233620</b>  |
|                | <b>120846225</b>      |                                         |                 | ParID 120846225-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 36116          |                       | Freehold Mineral Lease                  | 06-10-2030      | Eric Henry Luttmerding                                                           | <b>116590877</b>           | <b>152115016</b>  |
|                | <b>120751310</b>      |                                         |                 | ParID 120751310NE-S1-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       |                                         |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 36095          |                       | Freehold Mineral Lease                  | 06-10-2030      | Eric Henry Luttmerding                                                           | <b>116590642</b>           | <b>152114532</b>  |
|                | <b>120751321</b>      |                                         |                 | ParID 120751321NW-S1-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       |                                         |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 36130          |                       | Freehold Mineral Lease                  | 06-10-2030      | Eric Henry Luttmerding                                                           | <b>116591272</b>           | <b>152116208</b>  |
|                | <b>120751332</b>      |                                         |                 | ParID 120751332SE-S1-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       |                                         |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 38123          |                       | Freehold Mineral Lease                  | 01-11-2031      | Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan | <b>117143423</b>           | <b>154135784</b>  |
|                | <b>120751286</b>      |                                         |                 | ParID 120751286SE-S3-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       | BLK/Par A-Plan                          |                 |                                                                                  |                            |                   |

| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------------|------------|----------------------------------------------------------------------------------|---------------------|------------|
| 38124   |                | Freehold Mineral Lease       | 01-11-2031 | Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan | 117143221           | 154135098  |
|         | 120751208      |                              |            | ParID 120751208SE-S3-T13N-R15E-                                                  |                     |            |
|         | Remarks:       | BLK/Par B-Plan, Extention 17 |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 39775   |                | Freehold Mineral Lease       | 06-16-2031 | Katherine Stephens                                                               | 117500666           | 155514517  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37100   |                | Freehold Mineral Lease       | 09-18-2030 | Kim Lewis Fowler                                                                 | 116881656           | 153154188  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37149   |                | Freehold Mineral Lease       | 09-18-2030 | Lori Jean Richardson                                                             | 116889508           | 153179286  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37177   |                | Freehold Mineral Lease       | 09-18-2030 | Mark Stephens Fowler                                                             | 116899622           | 153214354  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 39776   |                | Freehold Mineral Lease       | 06-16-2031 | Katherine Stephens                                                               | 117502095           | 155526082  |
|         | 120751107      |                              |            | ParID 120751107NW-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37099   |                | Freehold Mineral Lease       | 09-18-2030 | Kim Lewis Fowler                                                                 | 116881667           | 153154199  |
|         | 120751107      |                              |            | ParID 120751107NW-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37150   |                | Freehold Mineral Lease       | 09-18-2030 | Lori Jean Richardson                                                             | 116888822           | 153177789  |
|         | 120751107      |                              |            | ParID 120751107NW-S7-T13N-R15E-                                                  |                     |            |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37174          |                       | Freehold Mineral Lease | 09-18-2030      | Mark Stephens Fowler            | <b>116899824</b>           | <b>153214815</b>  |
|                | <b>120751107</b>      |                        |                 | ParID 120751107NW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39774          |                       | Freehold Mineral Lease | 06-16-2031      | Katherine Stephens              | <b>117501948</b>           | <b>155524732</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37098          |                       | Freehold Mineral Lease | 09-18-2030      | Kim Lewis Fowler                | <b>116881331</b>           | <b>153153570</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37148          |                       | Freehold Mineral Lease | 09-18-2030      | Lori Jean Richardson            | <b>116889531</b>           | <b>153179332</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37173          |                       | Freehold Mineral Lease | 09-18-2030      | Mark Stephens Fowler            | <b>116900175</b>           | <b>153216356</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39773          |                       | Freehold Mineral Lease | 06-16-2031      | Katherine Stephens              | <b>117502039</b>           | <b>155525508</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37101          |                       | Freehold Mineral Lease | 09-18-2030      | Kim Lewis Fowler                | <b>116881465</b>           | <b>153153873</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37175          |                       | Freehold Mineral Lease | 09-18-2030      | Mark Stephens Fowler            | <b>116899712</b>           | <b>153214567</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37176          |                       | Freehold Mineral Lease | 09-18-2030      | Lori Jean Richardson            | <b>116898924</b>           | <b>153210710</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36125          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116593397</b>           | <b>152121787</b>  |
|                | <b>114329741</b>      |                        |                 | ParID 114329741NE-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36207          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116596435</b>           | <b>152137313</b>  |
|                | <b>114329752</b>      |                        |                 | ParID 114329752NW-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36124          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116593421</b>           | <b>152121811</b>  |
|                | <b>114329763</b>      |                        |                 | ParID 114329763SE-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36123          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116593724</b>           | <b>152123712</b>  |
|                | <b>114329774</b>      |                        |                 | ParID 114329774SW-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35769          |                       | Freehold Mineral Lease | 05-19-2030      | Timothy J. Connaughty           | <b>116507662</b>           | <b>151803918</b>  |
|                | <b>120751062</b>      |                        |                 | ParID 120751062NE-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35872          |                       | Freehold Mineral Lease | 05-19-2030      | Samuel M. Connaughty            | <b>116538307</b>           | <b>151913459</b>  |
|                | <b>120751062</b>      |                        |                 | ParID 120751062NE-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36208          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116596110</b>           | <b>152136143</b>  |
|                | <b>114329785</b>      |                        |                 | ParID 114329785NW-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35904          |                       | Freehold Mineral Lease | 06-13-2030      | Wayne Edward Linnen             | <b>116556879</b>           | <b>181344304</b>  |
|                | <b>120751073</b>      |                        |                 | ParID 120751073SE-S9-T13N-R15E- |                            | <b>181344348</b>  |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            | <b>181344360</b>  |

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37909          |                       | Freehold Mineral Lease | 12-16-2030      | Colleen Arden Borshowa          | <b>117114601</b>           | <b>154026121</b>  |
|                | <b>120751040</b>      |                        |                 | ParID 120751040SW-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36410          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116684769</b>           | <b>152467476</b>  |
|                | <b>120750959</b>      |                        |                 | ParID 120750959NE-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36465          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116685681</b>           | <b>152475116</b>  |
|                | <b>120750960</b>      |                        |                 | ParID 120750960NW-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36409          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116684501</b>           | <b>152466464</b>  |
|                | <b>120750971</b>      |                        |                 | ParID 120750971SE-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36466          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116686952</b>           | <b>152482631</b>  |
|                | <b>120750982</b>      |                        |                 | ParID 120750982SW-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                         | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 37541          |                       | Freehold Mineral Lease | 10-27-2030      | William Dale Anderson,<br>Attorney for James I. Stewart,<br>William Dale Anderson and Gail<br>Kathleen Anders | <b>117024487</b>           | <b>169844877</b>  |
|                | <b>111547739</b>      |                        |                 | ParID 111547739NE-S15-T13N-R15E-                                                                              |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------|----------------------------|-------------------|
| 37552          |                       | Freehold Mineral Lease | 10-27-2030      | William Dale Anderson,<br>Attorney for James I. Stewart | <b>117024544</b>           | <b>169844990</b>  |

Attorney for James T. Stewart,  
William Dale Anderson and Gail  
Kathleen Anders

ParID 111547740SE-S15-  
T13N-R15E-

**111547740**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36059   |                | Freehold Mineral Lease | 06-14-2030 | Olive Lorraine Wyand | <b>116602545</b>    | <b>167708122</b> |

**145226471**

ParID 145226471SW-S15-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36126   |                | Freehold Mineral Lease | 06-17-2030 | David Kenan Pugsley | <b>116593331</b>    | <b>152121664</b> |

**114329796**

ParID 114329796SW-S17-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36060   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116570774</b>    | <b>152034847</b> |

**120750735**

ParID 120750735NE-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36025   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116575780</b>    | <b>152055952</b> |

**120750713**

ParID 120750713NW-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36120   |                | Freehold Mineral Lease | 06-10-2030 | Anne Christina Kelly | <b>116592385</b>    | <b>152118525</b> |

**120750713**

ParID 120750713NW-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 36134   |                | Freehold Mineral Lease | 06-10-2030 | Arnold Hugo Luttmerding | <b>116596569</b>    | <b>152137582</b> |

**120750713**

ParID 120750713NW-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36027   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116574497</b>    | <b>152049720</b> |

**120750746**

ParID 120750746SE-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36026   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116575768</b>    | <b>152055907</b> |

120750724

ParID 120750724SW-S19-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36121   |                | Freehold Mineral Lease | 06-10-2030 | Anne Christina Kelly | <b>116592307</b>    | <b>152118367</b> |

120750724

ParID 120750724SW-S19-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 36122   |                | Freehold Mineral Lease | 06-10-2030 | Arnold Hugo Luttmending | <b>116592149</b>    | <b>152118053</b> |

120750724

ParID 120750724SW-S19-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------------------------------------------------|---------------------|------------------|
| 37204   |                | Freehold Mineral Lease | 09-21-2030 | Roy Peter Kilbach and Marguerite Alberta Kilbach, as Joint Tenants | <b>116928591</b>    | <b>153316177</b> |

120750634

ParID 120750634SW-S21-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37554   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117025545</b>    | <b>153669684</b> |

120750533

ParID 120750533NE-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37542   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117025589</b>    | <b>153670125</b> |

120750443

ParID 120750443NW-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37582   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117028010</b>    | <b>153681105</b> |

120750476

ParID 120750476SE-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37553   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117025152</b>    | <b>153667479</b> |

120750487

ParID 120750487SW-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                            | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------|---------------------|------------------|
| 36408   |                | Freehold Mineral Lease | 07-20-2030 | Earl Elwin Morley and Ruth Elaine Morley as Joint Tenants | <b>116743495</b>    | <b>152673879</b> |



120750432

ParID 120750432NE-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 35785   |                | Freehold Mineral Lease | 05-19-2030 | Samuel M. Connaughty | <b>116509114</b>    | <b>151808531</b> |

120750397

ParID 120750397NW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35853   |                | Freehold Mineral Lease | 05-19-2030 | Timothy J. Connaughty | <b>116532705</b>    | <b>151895908</b> |

120750397

ParID 120750397NW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36499   |                | Freehold Mineral Lease | 08-05-2030 | Robert Ralph Morley | <b>116704166</b>    | <b>158352644</b> |

120750421

ParID 120750421SE-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36500   |                | Freehold Mineral Lease | 08-05-2030 | Richard Earl Morley | <b>116704199</b>    | <b>158352666</b> |

120750421

ParID 120750421SE-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35792   |                | Freehold Mineral Lease | 05-19-2030 | Timothy J. Connaughty | <b>116508483</b>    | <b>151807114</b> |

120750409

ParID 120750409SW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 35873   |                | Freehold Mineral Lease | 05-19-2030 | Samuel M. Connaughty | <b>116538363</b>    | <b>151913774</b> |

120750409

ParID 120750409SW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 36262   |                | Freehold Mineral Lease | 06-15-2030 |                | <b>116858504</b>    | <b>168060034</b> |

Hector Bechard and Theodore  
Bechard, surviving personal  
representatives of the estate of  
Charlemagne

145226482

ParID 145226482NW-S26-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------|
| 35678   |                  | Freehold Mineral Lease | 05-11-2030 | Hector Bechard                                                                                       | <b>116487300</b>    | <b>188513905</b>                     |
|         | <b>145226482</b> |                        |            | ParID 145226482NW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35989   |                  | Freehold Mineral Lease | 06-15-2030 | Theodore Bechard                                                                                     | <b>116555834</b>    | <b>151984413</b>                     |
|         | <b>145226482</b> |                        |            | ParID 145226482NW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35768   |                  | Freehold Mineral Lease | 05-19-2030 | Timothy J. Connaughty                                                                                | <b>116507640</b>    | <b>151803895</b>                     |
|         | <b>120750410</b> |                        |            | ParID 120750410SE-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35770   |                  | Freehold Mineral Lease | 05-19-2030 | Samuel M. Connaughty                                                                                 | <b>116507673</b>    | <b>151803952</b>                     |
|         | <b>120750410</b> |                        |            | ParID 120750410SE-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35702   |                  | Freehold Mineral Lease | 05-11-2030 | Hector Bechard                                                                                       | <b>116858515</b>    | <b>168679197</b>                     |
|         | <b>145226493</b> |                        |            | ParID 145226493SW-S26-T13N-R15E-                                                                     |                     | <b>168679209</b><br><b>168679210</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 36002   |                  | Freehold Mineral Lease | 06-15-2030 | Theodore Bechard                                                                                     | <b>116555823</b>    | <b>151984345</b>                     |
|         | <b>145226493</b> |                        |            | ParID 145226493SW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 36256   |                  | Freehold Mineral Lease | 06-15-2030 | Hector Bechard and Theodore Bechard, surviving personal representatives of the estate of Charlemagne | <b>116497952</b>    | <b>188513938</b>                     |
|         | <b>145226493</b> |                        |            | ParID 145226493SW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 38125   |                  | Freehold Mineral Lease | 01-11-2031 | Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan                     | <b>117142994</b>    | <b>154134468</b>                     |

**120750364**ParID 120750364SE-S27-  
T13N-R15E-**Remarks:** BLK/Par A-Plan extention 21

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36057   |                | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565150</b>    | <b>152017523</b> |

**120750140**ParID 120750140-LSD5-  
S33-T13N-R15E-**Remarks:** LSD 6

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36058   |                | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565048</b>    | <b>152017310</b> |

**120750128**ParID 120750128-LSD6-  
S33-T13N-R15E-**Remarks:** LSD 5

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36169   |                | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116596480</b>    | <b>190781220</b> |

**120750083**ParID 120750083-LSD3-  
S33-T13N-R15E-**Remarks:** LSD 3

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36170   |                | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116823641</b>    | <b>190781376</b> |

**120750106**ParID 120750106-LSD4-  
S33-T13N-R15E-**Remarks:** LSD 4

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------|---------------------|------------------|
| 36982   |                | Freehold Mineral Lease | 09-02-2030 | Blayne Beaton Dupuis as surviving joint tenant | <b>116862363</b>    | <b>153075539</b> |

**120750173**ParID 120750173NW-S33-  
T13N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36170   |                | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116823641</b>    | <b>190781376</b> |

**120750106**ParID 120750106SW-S33-  
T13N-R15E-**Remarks:** LSD 4

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36057   |                | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565150</b>    | <b>152017523</b> |

**120750140**ParID 120750140SW-S33-  
T13N-R15E-

Remarks: LSD 6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36058   |                  | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565048</b>    | <b>152017310</b> |
|         | <b>120750128</b> |                        |            | ParID 120750128SW-S33-T13N-R15E-                               |                     |                  |

Remarks: LSD 5

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36169   |                  | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116596480</b>    | <b>190781220</b> |
|         | <b>120750083</b> |                        |            | ParID 120750083SW-S33-T13N-R15E-                              |                     |                  |

Remarks: LSD 3

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36173   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116600419</b>    | <b>176156343</b> |
|         | <b>120750061</b> |                        |            | ParID 120750061NE-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36171   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116599786</b>    | <b>176156310</b> |
|         | <b>120750038</b> |                        |            | ParID 120750038NW-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36206   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116607539</b>    | <b>176156501</b> |
|         | <b>120750049</b> |                        |            | ParID 120750049SE-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36172   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116599304</b>    | <b>176156400</b> |
|         | <b>120749980</b> |                        |            | ParID 120749980SW-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36423   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud | <b>116683049</b>    | <b>152461829</b> |

112127880

ParID 112127880NE-S1-  
T13N-R16E-

Remarks: Ext34

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|-------------------------------------|
| 37627   |                | Freehold Mineral Lease | 12-02-2030 | Julie Morley, Attorney for Glenn Allan Farr | 117041970           | 171457904<br>171457926<br>171457948 |
|         |                |                        |            | ParID 112127992NE-S1-<br>T13N-R16E-         |                     |                                     |

Remarks: Blk/Par A Plan No 101236160 Ext 37

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36451   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud                 | 116683050           | 152461830  |
|         |                |                        |            | ParID 112127891NW-S1-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36452   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud                 | 116683038           | 152461818  |
|         |                |                        |            | ParID 112127914SE-S1-<br>T13N-R16E- |                     |            |

Remarks: Ext36

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|-------------------------------------|
| 37671   |                | Freehold Mineral Lease | 12-02-2030 | Julie Morley, Attorney for Glenn Allan Farr | 117045929           | 171311240<br>171311262<br>171311284 |
|         |                |                        |            | ParID 112128016SE-S1-<br>T13N-R16E-         |                     |                                     |

Remarks: Blk/Par A Plan No 101236160 Ext 38

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36450   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud                 | 116683061           | 152461841  |
|         |                |                        |            | ParID 112127925SW-S1-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36704   |                | Freehold Mineral Lease | 09-06-2030 | Louis Abello                        | 116994752           | 153550504  |
|         |                |                        |            | ParID 112552972NW-S3-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36703   |                | Freehold Mineral Lease | 09-06-2030 | Giacinta Anthonina Auser            | 116770507           | 175352913  |
|         |                |                        |            | ParID 112268976SW-S3-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38857   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | 117301924           | 179702006  |

**145425359**ParID 145425359NE-S7-  
T13N-R16E-**Remarks:** Ext2. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38858   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117301913</b>    | <b>179701993</b> |

**145425348**ParID 145425348NE-S7-  
T13N-R16E-**Remarks:** Ext1. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38854   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302497</b>    | <b>179702039</b> |

**145425371**ParID 145425371NW-S7-  
T13N-R16E-**Remarks:** Ext4. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38855   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302408</b>    | <b>179702017</b> |

**145425360**ParID 145425360NW-S7-  
T13N-R16E-**Remarks:** Ext3. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38856   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302059</b>    | <b>179702051</b> |

**120961357**ParID 120961357SE-S7-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38853   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302622</b>    | <b>179702084</b> |

**120961368**ParID 120961368SW-S7-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 36512   |                | Freehold Mineral Lease | 08-11-2030 | Arthur Ross Downes | <b>116712187</b>    | <b>152573508</b> |

**114121897**ParID 114121897NW-S8-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 35992   |                | Freehold Mineral Lease | 06-23-2030 | Tricia Harden  | <b>116564407</b>    | <b>152015206</b> |

**145425405**ParID 145425405SE-S8-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 36049   |                | Freehold Mineral Lease | 06-23-2030 | Tammy Masney   | <b>116569457</b>    | <b>152030506</b> |

145425405

ParID 145425405SE-S8-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------|---------------------|------------|
| 36050   |                | Freehold Mineral Lease | 06-23-2030 | Debbie Ogrodnick | 116567938           | 152026938  |

145425405

ParID 145425405SE-S8-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------|
| 36513   |                | Freehold Mineral Lease | 08-11-2030 | Arthur Ross Downes | 116712288           | 152573890  |

114121909

ParID 114121909SW-S8-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37114   |                | Freehold Mineral Lease | 09-08-2030 | Shelly Lavoie  | 116863780           | 153081042  |

145425416

ParID 145425416NE-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37241   |                | Freehold Mineral Lease | 09-16-2030 | Kelly Downes   | 116927286           | 153313130  |

145425416

ParID 145425416NE-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37115   |                | Freehold Mineral Lease | 09-08-2030 | Shelly Lavoie  | 116865276           | 153092987  |

145425427

ParID 145425427NW-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37179   |                | Freehold Mineral Lease | 09-16-2030 | Kelly Downes   | 116900300           | 153216750  |

145425427

ParID 145425427NW-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37116   |                | Freehold Mineral Lease | 09-08-2030 | Shelly Lavoie  | 116864848           | 153087419  |

145425438

ParID 145425438SE-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37199   |                | Freehold Mineral Lease | 09-16-2030 | Kelly Downes   | 116924902           | 153304916  |

145425438

ParID 145425438SE-S9-  
T13N-R16E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36047          |                       | Freehold Mineral Lease | 06-23-2030      | Debbie Ogradnick                | <b>116566780</b>           | <b>152022765</b>  |
|                | <b>145425450</b>      |                        |                 | ParID 145425450SW-S9-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36048          |                       | Freehold Mineral Lease | 06-23-2030      | Tammy Masney                    | <b>116568973</b>           | <b>152029560</b>  |
|                | <b>145425450</b>      |                        |                 | ParID 145425450SW-S9-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36119          |                       | Freehold Mineral Lease | 06-23-2030      | Tricia Harden                   | <b>116594062</b>           | <b>152126221</b>  |
|                | <b>145425450</b>      |                        |                 | ParID 145425450SW-S9-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37307          |                       | Freehold Mineral Lease | 11-08-2030      | Donald Dwayne connery            | <b>116953184</b>           | <b>153392957</b>  |
|                | <b>111987546</b>      |                        |                 | ParID 111987546NE-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37586          |                       | Freehold Mineral Lease | 11-08-2030      | Shayna Leah Connery              | <b>117027288</b>           | <b>153675681</b>  |
|                | <b>111987546</b>      |                        |                 | ParID 111987546NE-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37587          |                       | Freehold Mineral Lease | 11-08-2030      | Shayna Leah Connery              | <b>117027299</b>           | <b>153675692</b>  |
|                | <b>111987760</b>      |                        |                 | ParID 111987760NW-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37588          |                       | Freehold Mineral Lease | 11-08-2030      | Donald Dwayne connery            | <b>117027389</b>           | <b>153678718</b>  |
|                | <b>111987760</b>      |                        |                 | ParID 111987760NW-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37583          |                       | Freehold Mineral Lease | 11-08-2030      | Donald Dwayne Connery            | <b>117027323</b>           | <b>153675771</b>  |
|                | <b>111988345</b>      |                        |                 | ParID 111988345SE-S13-T13N-R16E- |                            |                   |

**Remarks:**



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------------------------------------------------------------------------|---------------------|------------------|
| 37584   |                  | Freehold Mineral Lease | 11-08-2030 | Shayna Leah Connery                                                                               | <b>117027266</b>    | <b>153675669</b> |
|         | <b>111988345</b> |                        |            | ParID 111988345SE-S13-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 37306   |                  | Freehold Mineral Lease | 11-08-2030 | Donald Dwayne connery                                                                             | <b>116953195</b>    | <b>153392968</b> |
|         | <b>111988020</b> |                        |            | ParID 111988020SW-S13-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 37585   |                  | Freehold Mineral Lease | 11-08-2030 | Shayna Leah Connery                                                                               | <b>117027277</b>    | <b>153675670</b> |
|         | <b>111988020</b> |                        |            | ParID 111988020SW-S13-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 39023   |                  | Freehold Mineral Lease | 03-24-2031 | Robin Clark and Michael Jon Clark, personal representative of the estate of Margaret Isabel Clark | <b>117303162</b>    | <b>155481947</b> |
|         | <b>120961032</b> |                        |            | ParID 120961032NW-S17-T13N-R16E-                                                                  |                     | <b>155481970</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 39024   |                  | Freehold Mineral Lease | 03-24-2031 | Robin Clark and Michael Jon Clark, personal representative of the estate of Margaret Isabel Clark | <b>117303937</b>    | <b>155482005</b> |
|         | <b>120961043</b> |                        |            | ParID 120961043SE-S17-T13N-R16E-                                                                  |                     | <b>155482038</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 39022   |                  | Freehold Mineral Lease | 03-24-2031 | Robin Clark and Michael Jon Clark, personal representative of the estate of Margaret Isabel Clark | <b>117303601</b>    | <b>155482061</b> |
|         | <b>120961054</b> |                        |            | ParID 120961054SW-S17-T13N-R16E-                                                                  |                     | <b>155482117</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 35679   |                  | Freehold Mineral Lease | 05-09-2030 | Robert Joseph Baker and Eleanore Iris Baker, as Joint tenants                                     | <b>116487490</b>    | <b>185049805</b> |
|         | <b>120960974</b> |                        |            | ParID 120960974NE-S19-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|
| 35677   |                  | Freehold Mineral Lease | 05-09-2030 | Robert Joseph Baker and Eleanore Iris Baker, as Joint tenants<br>ParID 114379049NW-S19-T13N-R16E-         | <b>116487467</b>    | <b>185049849</b>                                                             |
|         | <b>114379049</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37605   |                  | Freehold Mineral Lease | 11-16-2030 | Paul Edward Gaudette and Betty-Lou Margaret Gaudette as Joint Tenants<br>ParID 114379768SE-S19-T13N-R16E- | <b>117025343</b>    | <b>153668649</b>                                                             |
|         | <b>114379768</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37544   |                  | Freehold Mineral Lease | 11-16-2030 | Paul Edward Gaudette and Betty-Lou Margaret Gaudette as Joint Tenants<br>ParID 114379779SW-S19-T13N-R16E- | <b>117025983</b>    | <b>153672374</b>                                                             |
|         | <b>114379779</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 42689   |                  | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants<br>ParID 120960828NE-S25-T13N-R16E-                    | <b>118315885</b>    | <b>158864451</b>                                                             |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37668   |                  | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy<br>ParID 120960828NE-S25-T13N-R16E-                                                 | <b>117046054</b>    | <b>153748491</b>                                                             |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37953   |                  | Freehold Mineral Lease | 12-14-2030 | Warren Glaze<br>ParID 120960828NE-S25-T13N-R16E-                                                          | <b>117160567</b>    | <b>184451339</b><br><b>184451340</b><br><b>184451351</b><br><b>184451362</b> |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 38184   |                  | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze<br>ParID 120960828NE-S25-T13N-R16E-                                                          | <b>117108547</b>    | <b>190882839</b><br><b>190882840</b>                                         |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 42690   |                  | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants                                                        | <b>118315740</b>    | <b>158863461</b>                                                             |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks: Acres in lease summary Report. by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 37670   |                | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy | 117045974           | 153748402  |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37822   |                | Freehold Mineral Lease | 12-14-2030 | Warren Glaze   | 117132140           | 184451878  |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38093   |                | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze   | 117085293           | 190882851  |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------|
| 42691   |                | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants | 118315920           | 158864642  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks: Acres in lease summary Report. by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 37667   |                | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy | 117046087           | 153748525  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37952   |                | Freehold Mineral Lease | 12-14-2030 | Warren Glaze   | 117132083           | 184451597  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38092   |                | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze   | 117108558           | 190882873  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------|
| 42692   |                | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants | 118315841           | 158864293  |

**120960851**ParID 120960851SW-S25-  
T13N-R16E-**Remarks:** Acres in lease summary Report. by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 37669   |                | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy | <b>117046010</b>    | <b>153748446</b> |

**120960851**ParID 120960851SW-S25-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 37954   |                | Freehold Mineral Lease | 12-14-2030 | Warren Glaze   | <b>117132094</b>    | <b>184452037</b> |

**120960851**ParID 120960851SW-S25-  
T13N-R16E-**184452048**  
**184452060**  
**184452071****Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38094   |                | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze   | <b>117108604</b>    | <b>190882952</b> |

**120960851**ParID 120960851SW-S25-  
T13N-R16E-**190882963****Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38909   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117306985</b>    | <b>154762599</b> |

**112269012**ParID 112269012NW-S26-  
T13N-R16E-**Remarks:** Blk Par A Plan No 101236340 Ext 17

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35684   |                | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent | <b>116487546</b>    | <b>183692256</b> |

**114379230**ParID 114379230SE-S26-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38908   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117306996</b>    | <b>154762601</b> |

**112321235**ParID 112321235NE-S27-  
T13N-R16E-**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------------|
| 38908   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal | <b>117306996</b>    | <b>154762612</b> |

Brian John Lynch, personal  
representatives of the estate of  
Margaret Mary Ly

ParID 112321246NE-S27-  
T13N-R16E-

**112321246**

**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38908   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117306996</b>    | <b>154762623</b> |

ParID 112321213NE-S27-  
T13N-R16E-

**112321213**

**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38908   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117306996</b>    | <b>154762634</b> |

ParID 112321224NE-S27-  
T13N-R16E-

**112321224**

**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38907   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117307009</b>    | <b>154762645</b> |

ParID 112321257NW-S27-  
T13N-R16E-

**112321257**

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38907   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117307009</b>    | <b>154762656</b> |

ParID 112321268NW-S27-  
T13N-R16E-

**112321268**

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38907   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117307009</b>    | <b>154762667</b> |

ParID 112321190NW-S27-  
T13N-R16E-

**112321190**

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------------|
| 38907   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal | <b>117307009</b>    | <b>154762678</b> |

Denard Lynch, personal  
representatives of the estate of  
Margaret Mary Ly

**112321202**

ParID 112321202NW-S27-  
T13N-R16E-

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187396</b> |

**120960424**

ParID 120960424SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187408</b> |

**120960446**

ParID 120960446SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187587</b> |

**120960547**

ParID 120960547SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187633</b> |

**120960569**

ParID 120960569SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187453</b> |

**120960468**

ParID 120960468SW-S33-  
T13N-R16E-

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                  | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187497</b> |
|         | <b>120960480</b> |                        |            | ParID 120960480SW-S33-T13N-R16E-                                                                     |                     |                  |

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                  | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187532</b> |
|         | <b>120960503</b> |                        |            | ParID 120960503SW-S33-T13N-R16E-                                                                     |                     |                  |

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                  | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187565</b> |
|         | <b>120960525</b> |                        |            | ParID 120960525SW-S33-T13N-R16E-                                                                     |                     |                  |

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 35681   |                  | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent            | <b>116496108</b>    | <b>183691941</b> |
|         | <b>114379522</b> |                        |            | ParID 114379522NE-S35-T13N-R16E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 35995   |                  | Freehold Mineral Lease | 06-15-2030 | Theodore Bechard                 | <b>116564935</b>    | <b>152016803</b> |
|         | <b>120960402</b> |                        |            | ParID 120960402NW-S35-T13N-R16E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 35682   |                  | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent            | <b>116487524</b>    | <b>183692009</b> |
|         | <b>114379533</b> |                        |            | ParID 114379533SE-S35-T13N-R16E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35683   |                | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent | <b>116487535</b>    | <b>183692111</b> |

114379577

ParID 114379577SW-S35-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 35701   |                | Freehold Mineral Lease | 05-03-2030 | Gerard Parent  | <b>116495826</b>    | <b>151766028</b> |

114379892

ParID 114379892SW-S35-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 38029   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | <b>117117996</b>    | <b>192866787</b> |

131801958

ParID 131801958NE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38122   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | <b>See above</b>    |            |

131801958

ParID 131801958NE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38225   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | <b>See above</b>    |            |

131801958

ParID 131801958NE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 38030   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | <b>117117985</b>    | <b>192866743</b> |

131801969

ParID 131801969NW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38119   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | <b>See above</b>    |            |

131801969

ParID 131801969NW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38228   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | <b>See above</b>    |            |

131801969

ParID 131801969NW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 38045   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | <b>117118009</b>    | <b>192866754</b> |



131801970

ParID 131801970SE-S3-  
T13N-R17E-

117143614

192866765

Remarks:

117143805

192866776

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38121   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | See above           |            |

131801970

ParID 131801970SE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38226   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | See above           |            |

131801970

ParID 131801970SE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 37907   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | 117113453           | 192866822  |

131801981

ParID 131801981SW-S3-  
T13N-R17E-

117143535

192866833

Remarks:

117143962

192866811

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38120   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | See above           |            |

131801981

ParID 131801981SW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38227   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | See above           |            |

131801981

ParID 131801981SW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38734   |                | Freehold Mineral Lease | 03-07-2031 | SRM Enterprises Inc. | 117272404           | 154627151  |

111569148

ParID 111569148NW-S5-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38735   |                | Freehold Mineral Lease | 03-07-2031 | SRM Enterprises Inc. | 117272459           | 154627533  |

111569159

ParID 111569159SE-S5-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38736   |                | Freehold Mineral Lease | 03-07-2031 | SRM Enterprises Inc. | 117272448           | 154627454  |

111569160

ParID 111569160SW-S5-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 36498   |                | Freehold Mineral Lease | 08-08-2030 | Beverley Downey | <b>116704010</b>    | <b>152548016</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36596   |                | Freehold Mineral Lease | 08-06-2030 | Beryl Carolyne Muniz | <b>116727295</b>    | <b>152624437</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 37118   |                | Freehold Mineral Lease | 09-15-2030 | Becky-Jean Beyersbergen | <b>116888204</b>    | <b>153175068</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 37201   |                | Freehold Mineral Lease | 10-10-2030 | Garth Barrie Purves | <b>116929255</b>    | <b>176213088</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 36494   |                | Freehold Mineral Lease | 08-08-2030 | Beverley Downey | <b>116703671</b>    | <b>152546867</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36595   |                | Freehold Mineral Lease | 08-06-2030 | Beryl Carolyne Muniz | <b>116727431</b>    | <b>152625270</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 37119   |                | Freehold Mineral Lease | 09-15-2030 | Becky-Jean Beyersbergen | <b>116888530</b>    | <b>153176069</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 37202   |                | Freehold Mineral Lease | 10-10-2030 | Garth Barrie Purves | <b>116929075</b>    | <b>176212672</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------------------|---------------------|------------|
| 36493   |                | Freehold Mineral Lease | 08-10-2030 | Thomas Ira Maloney, personal representative of the estate of Bertha Margarette Maloney | 116703569           | 182956180  |

111987052

ParID 111987052SE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------|
| 36497   |                | Freehold Mineral Lease | 08-08-2030 | Beverley Downey | 116703817           | 152547217  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 36594   |                | Freehold Mineral Lease | 08-06-2030 | Beryl Carolyn Muniz | 116727554           | 152625719  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------|
| 37117   |                | Freehold Mineral Lease | 09-15-2030 | Becky-Jean Beyersbergen | 116888495           | 153175800  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 37200   |                | Freehold Mineral Lease | 10-10-2030 | Garth Barrie Purves | 116929323           | 176213145  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 39161   |                | Freehold Mineral Lease | 04-14-2031 | Donald Garth Purves | 117368837           | 155013005  |

131801835

ParID 131801835NW-S8-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 39187   |                | Freehold Mineral Lease | 04-14-2031 | Donald Garth Purves | 117368826           | 155012992  |

131801846

ParID 131801846SE-S8-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 39188          |                       | Freehold Mineral Lease                          | 04-14-2031      | Donald Garth Purves                                     | <b>117368927</b>           | <b>155013410</b>  |
|----------------|-----------------------|-------------------------------------------------|-----------------|---------------------------------------------------------|----------------------------|-------------------|
|                | <b>131801857</b>      |                                                 |                 | ParID 131801857SW-S8-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       |                                                 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38832          |                       | Freehold Mineral Lease                          | 03-11-2031      | Glen Cohen Moon and Susan Denise Moon, as joint tenants | <b>117294655</b>           | <b>154707419</b>  |
|                | <b>112023032</b>      |                                                 |                 | ParID 112023032SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 7 and LSD 8, Ext66&Ext67. by MG Jun 26 2017 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38832          |                       | Freehold Mineral Lease                          | 03-11-2031      | Glen Cohen Moon and Susan Denise Moon, as joint tenants | <b>117294655</b>           | <b>154707420</b>  |
|                | <b>112023043</b>      |                                                 |                 | ParID 112023043SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 7 and LSD 8, Ext66&Ext67. by MG Jun 26 2017 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38833          |                       | Freehold Mineral Lease                          | 03-11-2031      | Barton Neil Moon                                        | <b>117294835</b>           | <b>154707789</b>  |
|                | <b>112022480</b>      |                                                 |                 | ParID 112022480SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 1 and LSD 2, Ext1&Ext. by MG Jun 26 2017    |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38833          |                       | Freehold Mineral Lease                          | 03-11-2031      | Barton Neil Moon                                        | <b>117294835</b>           | <b>154707790</b>  |
|                | <b>112022491</b>      |                                                 |                 | ParID 112022491SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 1 and LSD 2, Ext1&Ext. by MG Jun 26 2017    |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 41679          |                       | Freehold Mineral Lease                          | 12-19-2021      | Jon Judson Blish                                        | <b>118031598</b>           | <b>157629369</b>  |
|                | <b>145300418</b>      |                                                 |                 | ParID 145300418NW-S13-T13N-R17E-                        |                            |                   |
|                | <b>Remarks:</b>       |                                                 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 33994          |                       | Freehold Mineral Lease                          | 10-21-2029      | Lois Evelyn Tiede                                       | <b>115990072</b>           | <b>178709619</b>  |
|                | <b>145300418</b>      |                                                 |                 | ParID 145300418NW-S13-T13N-R17E-                        |                            |                   |
|                | <b>Remarks:</b>       |                                                 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 35028          |                       | Freehold Mineral Lease                          | 03-07-2030      | David George Blish                                      | <b>116313870</b>           | <b>150995379</b>  |
|                | <b>145300418</b>      |                                                 |                 | ParID 145300418NW-S13-T13N-R17E-                        |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35614          |                       | Freehold Mineral Lease | 05-06-2030      | Susan Mae Blish                  | <b>116493914</b>           | <b>151756667</b>  |
|                | <b>145300418</b>      |                        |                 | ParID 145300418NW-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35733          |                       | Freehold Mineral Lease | 05-12-2030      | Jean Blish Siers                 | <b>116509439</b>           | <b>151809688</b>  |
|                | <b>145300418</b>      |                        |                 | ParID 145300418NW-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 41677          |                       | Freehold Mineral Lease | 12-19-2021      | Jon Judson Blish                 | <b>118031464</b>           | <b>157628874</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 33993          |                       | Freehold Mineral Lease | 10-21-2029      | Lois Evelyn Tiede                | <b>115990128</b>           | <b>178709620</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35029          |                       | Freehold Mineral Lease | 03-07-2030      | David George Blish               | <b>116313825</b>           | <b>150995290</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35615          |                       | Freehold Mineral Lease | 05-06-2030      | Susan Mae Blish                  | <b>116493385</b>           | <b>151755093</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35735          |                       | Freehold Mineral Lease | 05-12-2030      | Jean Blish Siers                 | <b>116509383</b>           | <b>151809532</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 41678          |                       | Freehold Mineral Lease | 12-19-2021      | Jon Judson Blish                 | <b>118031352</b>           | <b>157628290</b>  |
|                | <b>145300430</b>      |                        |                 | ParID 145300430SW-S13-T13N-R17E- |                            |                   |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
|---------|------------------|------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 33995   |                  | Freehold Mineral Lease                               | 10-21-2029 | Lois Evelyn Tiede                                                                                               | <b>115989946</b>    | <b>178709631</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 35027   |                  | Freehold Mineral Lease                               | 03-07-2030 | David George Blish                                                                                              | <b>116313791</b>    | <b>150995201</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 35616   |                  | Freehold Mineral Lease                               | 05-06-2030 | Susan Mae Blish                                                                                                 | <b>116493936</b>    | <b>151756724</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 35734   |                  | Freehold Mineral Lease                               | 05-12-2030 | Jean Blish Siers                                                                                                | <b>116509394</b>    | <b>151809543</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 42726   |                  | Freehold Mineral Lease                               | 04-24-2022 | Carol Cushing                                                                                                   | <b>118327305</b>    | <b>158918732</b> |
|         | <b>164664838</b> |                                                      |            | ParID 164664838NE-S17-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext1,Acre in lease summary Report. by MG Jun 25 2017 |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 42834   |                  | Freehold Mineral Lease                               | 05-09-2022 | Ira Cushing                                                                                                     | <b>118352819</b>    | <b>159023493</b> |
|         | <b>164664838</b> |                                                      |            | ParID 164664838NE-S17-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext1,Acre in lease summary Report. by MG Jun 25 2017 |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 43130   |                  | Freehold Mineral Lease                               | 05-22-2022 | Constance Ann Marks, David william Cushing, Kenneth Allen Cushing, and Richard Steven Cushing, as joint tenants | <b>118365442</b>    | <b>159068605</b> |
|         | <b>164664838</b> |                                                      |            | ParID 164664838NE-S17-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext1. by MG Jun 25 2017                              |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 43128   |                  | Freehold Mineral Lease                               | 05-22-2022 | Constance Ann Marks, David william Cushing, Kenneth Allen                                                       | <b>118365172</b>    | <b>159068155</b> |

William Cushing, Kenneth Allen  
Cushing, and Richard Steven  
Cushing, as joint tenants

**131801532**

ParID 131801532NW-S17-  
T13N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 43131   |                | Freehold Mineral Lease | 05-22-2022 | Constance Ann Marks, David William Cushing, Kenneth Allen Cushing, and Richard Steven Cushing, as joint tenants | <b>118365756</b>    | <b>159070282</b> |

**131801509**

ParID 131801509SE-S17-  
T13N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 43129   |                | Freehold Mineral Lease | 05-22-2022 | Constance Ann Marks, David William Cushing, Kenneth Allen Cushing, and Richard Steven Cushing, as joint tenants | <b>118365677</b>    | <b>159069808</b> |

**131801510**

ParID 131801510SW-S17-  
T13N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 41630   |                | Freehold Mineral Lease | 01-02-2022 | David James Mooney | <b>118027469</b>    | <b>157607455</b> |

**164664827**

ParID 164664827NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 41630   |                | Freehold Mineral Lease | 01-02-2022 | David James Mooney | <b>118027469</b>    | <b>157607444</b> |

**164664816**

ParID 164664816NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 41674   |                | Freehold Mineral Lease | 12-21-2021 | Clinton Michael Mooney | <b>118031914</b>    | <b>157630855</b> |

**164664827**

ParID 164664827NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 41674   |                | Freehold Mineral Lease | 12-21-2021 | Clinton Michael Mooney | <b>118031914</b>    | <b>157630844</b> |

**164664816**

ParID 164664816NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

|       |                        |            |                                                                                               |                  |                  |
|-------|------------------------|------------|-----------------------------------------------------------------------------------------------|------------------|------------------|
| 38320 | Freehold Mineral Lease | 02-01-2031 | Nancy Bingaman Sullivan,<br>personal representative of the<br>estate of Elizabeth C. Bingaman | <b>117184158</b> | <b>158782146</b> |
|-------|------------------------|------------|-----------------------------------------------------------------------------------------------|------------------|------------------|

**131801464**

ParID 131801464NW-S19-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                         | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38310          |                       | Freehold Mineral Lease | 02-01-2031      | Nancy Bingaman Sullivan,<br>personal representative of the<br>estate of Elizabeth C. Bingaman | <b>117184079</b>           | <b>158782348</b>  |

**131801475**

ParID 131801475SW-S19-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------|----------------------------|-------------------|
| 38823          |                       | Freehold Mineral Lease | 03-07-2031      | Randall Moon and Patricia Moon,<br>as joint tenants | <b>117294419</b>           | <b>184370261</b>  |

**131801420**

ParID 131801420NW-S21-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34174          |                       | Freehold Mineral Lease | 11-09-2029      | Paul E.T. Bechard     | <b>116029391</b>           | <b>149838665</b>  |

**131801330**

ParID 131801330NE-S23-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34172          |                       | Freehold Mineral Lease | 11-09-2029      | Paul E.T. Bechard     | <b>116029245</b>           | <b>149838182</b>  |

**131801341**

ParID 131801341NW-S23-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34173          |                       | Freehold Mineral Lease | 11-09-2029      | Paul E.T. Bechard     | <b>116028996</b>           | <b>149837350</b>  |

**131801352**

ParID 131801352SW-S23-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------|----------------------------|-------------------|
| 34085          |                       | Freehold Mineral Lease | 11-09-2029      | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | <b>116009120</b>           | <b>176811958</b>  |

**131801273**

ParID 131801273NE-S25-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 37203          |                       | Freehold Mineral Lease | 09-19-2030      | William Farms Limited | <b>116928490</b>           | <b>153315907</b>  |



131801284

ParID 131801284NW-S25-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------|
| 34193   |                | Freehold Mineral Lease | 11-09-2029 | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | 116014609           | 176811969  |

145300519

ParID 145300519SW-S25-  
T13N-R17E-

Remarks: caveats claiming 1/2 interest in SW 25-13-17 W2M

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------|---------------------|------------|
| 34235   |                | Freehold Mineral Lease | 12-09-2029 | Lee Ray Moats and Laurie Jeanne Moats, as joint tenants | 116052184           | 149972013  |

111705410

ParID 111705410NW-S26-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------|
| 34100   |                | Freehold Mineral Lease | 11-09-2029 | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | 116189297           | 176811813  |

131801251

ParID 131801251SE-S26-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------|---------------------|------------|
| 34233   |                | Freehold Mineral Lease | 12-09-2029 | Lee Ray Moats and Laurie Jeanne Moats, as joint tenants | 116051341           | 149964924  |

111705353

ParID 111705353SW-S26-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------|
| 34115   |                | Freehold Mineral Lease | 11-09-2029 | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | 116057101           | 176811790  |

131801262

ParID 131801262NE-S27-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------|
| 34234   |                | Freehold Mineral Lease | 12-09-2029 | Reginald Harold Larson | 116051026           | 149961178  |

131801194

ParID 131801194NW-S27-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 35742   |                | Freehold Mineral Lease | 05-18-2030 | Mary Baker     | 116507752           | 156049511  |

131801206

ParID 131801206SE-S27-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 35743   |                | Freehold Mineral Lease | 05-18-2030 | Mary Baker     | 116507785           | 156049555  |

131801217

ParID 131801217SW-S27-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------|
| 38632   |                | Freehold Mineral Lease | 02-06-2031 | Lance Kirkpatrick and Wendy Lee Jacobs, personal representatives of the Estate of Daniel Fletcher Ki | 117341894           | 154909479  |

120384367

ParID 120384367SE-S31-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------|
| 38631   |                | Freehold Mineral Lease | 02-06-2031 | Lance Kirkpatrick and Wendy Lee Jacobs, personal representatives of the Estate of Daniel Fletcher Ki | 117342019           | 154909750  |

120384378

ParID 120384378SW-S31-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                             | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------|---------------------|------------|
| 40327   |                | Freehold Mineral Lease | 08-11-2021 | Alvina Marie Deters, Attorney for Leo Wayne Deters and Alvina Marie Deters | 117660416           | 166051616  |

131801138

ParID 131801138NE-S33-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                            | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------|---------------------|------------|
| 38190   |                | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald and Lorelei Eleanor Deters, as joint tenants | 117148709           | 154161176  |

131801093

ParID 131801093NW-S33-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------|
| 37629   |                | Freehold Mineral Lease | 12-08-2030 | Deanne Marguerite Leurer | 117042005           | 153737073  |

131801105

ParID 131801105SE-S33-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 37628   |                  | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald Deters                                                                                  | <b>117042027</b>    | <b>169281254</b> |
|         | <b>131801105</b> |                        |            | ParID 131801105SE-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 38052   |                  | Freehold Mineral Lease | 12-21-2030 | Sharon Gaye Dusyk                                                                                    | <b>117123162</b>    | <b>154058115</b> |
|         | <b>131801105</b> |                        |            | ParID 131801105SE-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37626   |                  | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald Deters                                                                                  | <b>117042072</b>    | <b>169281298</b> |
|         | <b>131801116</b> |                        |            | ParID 131801116SW-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37906   |                  | Freehold Mineral Lease | 12-08-2030 | Deanne Marguerite Leurer                                                                             | <b>117113273</b>    | <b>154020608</b> |
|         | <b>131801116</b> |                        |            | ParID 131801116SW-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37908   |                  | Freehold Mineral Lease | 12-21-2030 | Sharon Gaye Dusyk                                                                                    | <b>117114443</b>    | <b>154024949</b> |
|         | <b>131801116</b> |                        |            | ParID 131801116SW-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37630   |                  | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald Deters                                                                                  | <b>117041992</b>    | <b>169281311</b> |
|         | <b>145300520</b> |                        |            | ParID 145300520NE-S35-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 38739   |                  | Freehold Mineral Lease | 02-28-2031 | Jean Marguerite Ehrmantraut, surviving personal representative of the estate of Leonard Raymond Rich | <b>117272460</b>    | <b>154627544</b> |
|         | <b>145300520</b> |                        |            | ParID 145300520NE-S35-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 34192   |                  | Freehold Mineral       | 11-26-2029 | Shelyn Marie Poissant, as                                                                            | <b>116037750</b>    | <b>149896412</b> |

Lease

surviving joint tenant

**135625877**

ParID 135625877SE-S35-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------|----------------------------|-------------------|
| 34247          |                       | Freehold Mineral Lease | 12-09-2029      | Lee Ray Moats and Laurie Jeanne Moats, as joint tenants | <b>116053466</b>           | <b>149977669</b>  |

**114191333**

ParID 114191333SW-S35-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 35993          |                       | Freehold Mineral Lease | 06-17-2030      | Samuel Grant Maynard, personal representative of the estate of William Bishop Maynard, as surviving | <b>116564384</b>           | <b>184295380</b>  |

**131869716**

ParID 131869716NE-S13-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 35994          |                       | Freehold Mineral Lease | 06-17-2030      | Samuel Grant Maynard, personal representative of the estate of William Bishop Maynard, as surviving | <b>116564058</b>           | <b>184295302</b>  |

**131869660**

ParID 131869660NW-S13-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 39160          |                       | Freehold Mineral Lease | 04-10-2031      | Elwood Maclean Paton Patricia Lee Paton Leona Beatrice Paton Michael MacLean Paton, As joint tenants | <b>117366958</b>           | <b>186578230</b>  |

**131869165**

ParID 131869165NW-S26-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 39159          |                       | Freehold Mineral Lease | 04-10-2031      | Elwood Maclean Paton Patricia Lee Paton Leona Beatrice Paton Michael MacLean Paton, As joint tenants | <b>117366846</b>           | <b>186578241</b>  |

**131869154**

ParID 131869154SW-S26-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------|----------------------------|-------------------|
| 38765          |                       | Freehold Mineral Lease | 02-06-2031      | Lance Kirkpatrick and Wendy | <b>117342008</b>           | <b>154909749</b>  |

Lee Jacobs, personal  
representatives of the Estate of  
Daniel Fletcher Ki

**131869097**

ParID 131869097NE-S27-  
T13N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38764   |                | Freehold Mineral Lease | 02-06-2031 | Lance Kirkpatrick and Wendy Lee Jacobs, personal representatives of the Estate of Daniel Fletcher Ki | <b>117341973</b>    | <b>154909705</b> |

**131869109**

ParID 131869109NW-S27-  
T13N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35609   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556554</b>    | <b>151992805</b> |

**164646591**

ParID 164646591NE-S35-  
T13N-R18E-

**Remarks:** Two Parcels(152.27+5.19)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35609   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556554</b>    | <b>151992816</b> |

**164646603**

ParID 164646603NE-S35-  
T13N-R18E-

**Remarks:** Two Parcels(152.27+5.19)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35608   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556622</b>    | <b>151992995</b> |

**164646614**

ParID 164646614NW-S35-  
T13N-R18E-

**Remarks:** Two Parcels(56.4+95.98)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35608   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556622</b>    | <b>151993008</b> |

**164646625**

ParID 164646625NW-S35-  
T13N-R18E-

**Remarks:** Two Parcels(56.4+95.98)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35610   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556633</b>    | <b>151993019</b> |

**164646636**

ParID 164646636SE-S35-  
T13N-R18E-

**Remarks:** Two Parcels(25.06+129.41)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35610   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556633</b>    | <b>151993020</b> |

164646647

ParID 164646647SE-S35-  
T13N-R18E-**Remarks:** Two Parcels(25.06+129.41)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35554   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116493295</b>    | <b>151754687</b> |

131868805

ParID 131868805SW-S35-  
T13N-R18E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36817   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812874</b>    | <b>152914440</b> |

145127426

ParID 145127426NE-S1-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 36530   |                | Freehold Mineral Lease | 08-19-2030 | James Lawrence Schlosser | <b>116710310</b>    | <b>152567501</b> |

145127415

ParID 145127415NW-S1-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36833   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812436</b>    | <b>152913191</b> |

145127437

ParID 145127437SE-S1-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36818   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812773</b>    | <b>152914147</b> |

145127459

ParID 145127459SW-S1-  
T14N-R15E-**Remarks:** Ext9

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36834   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812638</b>    | <b>152913797</b> |

145127448

ParID 145127448SW-S1-  
T14N-R15E-**Remarks:** Ext8

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------|---------------------|------------------|
| 35815   |                | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants | <b>116525572</b>    | <b>190805092</b> |

120755347

ParID 120755347NE-S5-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------|---------------------|------------------|
| 35791   |                  | Freehold Mineral Lease | 05-25-2030 | Bechard Farms II Ltd.<br>ParID 120755325NW-S5-T14N-R15E-                                       | <b>116508629</b>    | <b>151807361</b> |
|         | <b>120755325</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35814   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants<br>ParID 120755314SE-S5-T14N-R15E- | <b>116525550</b>    | <b>190805159</b> |
|         | <b>120755314</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35790   |                  | Freehold Mineral Lease | 05-25-2030 | Bechard Farms II Ltd.<br>ParID 120755336SW-S5-T14N-R15E-                                       | <b>116525572</b>    | <b>190805092</b> |
|         | <b>120755336</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 37889   |                  | Freehold Mineral Lease | 12-21-2030 | Lloyd Marshall Culham<br>ParID 145127594NE-S7-T14N-R15E-                                       | <b>117096723</b>    | <b>153957044</b> |
|         | <b>145127594</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 37888   |                  | Freehold Mineral Lease | 12-21-2030 | Lloyd Marshall Culham<br>ParID 145127606SE-S7-T14N-R15E-                                       | <b>117096688</b>    | <b>153956920</b> |
|         | <b>145127606</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35789   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants<br>ParID 120755156NE-S8-T14N-R15E- | <b>116508595</b>    | <b>190804394</b> |
|         | <b>120755156</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35788   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants<br>ParID 120755167NW-S8-T14N-R15E- | <b>116508551</b>    | <b>190804822</b> |
|         | <b>120755167</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35787   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants                                    | <b>116508528</b>    | <b>190804855</b> |

120755178

ParID 120755178SE-S8-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                              | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------------------------------|---------------------|------------|
| 35813   |                | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants | 116525505           | 190805014  |

120755189

ParID 120755189SW-S8-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 37545   |                | Freehold Mineral Lease | 11-14-2030 | Frank Michael Szeles | 117025905           | 186504015  |

145127538

ParID 145127538NE-S9-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 37594   |                | Freehold Mineral Lease | 11-14-2030 | Frank Michael Szeles | 117025769           | 186504004  |

145127527

ParID 145127527NE-S9-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------|
| 37265   |                | Freehold Mineral Lease | 10-12-2030 | Dean George Warnke and Donna Lynn Warnke, as Joint Tenants | 116941901           | 153360187  |

145127617

ParID 145127617NW-S9-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------|
| 37265   |                | Freehold Mineral Lease | 10-12-2030 | Dean George Warnke and Donna Lynn Warnke, as Joint Tenants | 116941901           | 153360198  |

145127628

ParID 145127628NW-S9-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 37548   |                | Freehold Mineral Lease | 11-14-2030 | Frank Michael Szeles | 117025826           | 186504071  |

145127549

ParID 145127549SE-S9-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------|
| 35719   |                | Freehold Mineral Lease | 05-19-2030 | Northrange Capital Corp | 116495950           | 161814371  |

120755101

ParID 120755101NE-S13-  
T14N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|



| 36586                                      | Freehold Mineral Lease | 08-19-2030 | Dwayne Robert Eberle                                                                 | 116725552      | 183277682           |            |
|--------------------------------------------|------------------------|------------|--------------------------------------------------------------------------------------|----------------|---------------------|------------|
| 120755044                                  |                        |            | ParID 120755044NW-S15-T14N-R15E-                                                     |                |                     |            |
| Remarks:                                   |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36960                                      | Freehold Mineral Lease | 09-09-2030 | Robert Frederick Moyse                                                               | 116862891      | 153078543           |            |
| 112351609                                  |                        |            | ParID 112351609SE-S15-T14N-R15E-                                                     |                |                     |            |
| Remarks:                                   |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36980                                      | Freehold Mineral Lease | 09-09-2030 | Robert Frederick Moyse<br>Personal Representative of the Estate of Evelyn Mary Moyse | 116869203      | 153114117           |            |
| 112351609                                  |                        |            | ParID 112351609SE-S15-T14N-R15E-                                                     |                |                     |            |
| Remarks:                                   |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36961                                      | Freehold Mineral Lease | 09-09-2030 | Robert Frederick Moyse                                                               | 116863263      | 153079656           |            |
| 112351610                                  |                        |            | ParID 112351610SW-S15-T14N-R15E-                                                     |                |                     |            |
| Remarks:                                   |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36981                                      | Freehold Mineral Lease | 09-09-2030 | Robert Frederick Moyse<br>Personal Representative of the Estate of Evelyn Mary Moyse | 116869179      | 153113880           |            |
| 112351610                                  |                        |            | ParID 112351610SW-S15-T14N-R15E-                                                     |                |                     |            |
| Remarks:                                   |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36808                                      | Freehold Mineral Lease | 08-29-2030 | Ronald Joseph Wormsbecker                                                            | 116810782      | 152906306           |            |
| 120380431                                  |                        |            | ParID 120380431NW-S19-T14N-R15E-                                                     |                |                     |            |
| Remarks: Blk/Par C Plan No 101940881 Ext 9 |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36810                                      | Freehold Mineral Lease | 08-29-2030 | Sharon Anne Blain                                                                    | 116808059      | 152898160           |            |
| 120380431                                  |                        |            | ParID 120380431NW-S19-T14N-R15E-                                                     |                |                     |            |
| Remarks: Blk/Par C Plan No 101940881 Ext 9 |                        |            |                                                                                      |                |                     |            |
| Agmt No                                    | Mineral Parcel         | Agmt Type  | Exp Date                                                                             | Grantor/Lessor | Interest Register # | Interest # |
| 36837                                      | Freehold Mineral Lease | 08-31-2030 | Glenda Grace Lemire                                                                  | 116812368      | 152913001           |            |

**120380431**ParID 120380431NW-S19-  
T14N-R15E-**Remarks:** Blk/Par C Plan No 101940881 Ext 9

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------|----------------------------|-------------------|
| 36805          |                       | Freehold Mineral Lease | 08-29-2030      | Ronald Joseph Wormsbecker | <b>116810928</b>           | <b>152907611</b>  |

**120380442**ParID 120380442SE-S19-  
T14N-R15E-**Remarks:** Blk/Par B Plan No 101940881Ext 10

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36811          |                       | Freehold Mineral Lease | 08-29-2030      | Sharon Anne Blain     | <b>116810906</b>           | <b>152907284</b>  |

**120380442**ParID 120380442SE-S19-  
T14N-R15E-**Remarks:** Blk/Par B Plan No 101940881 Ext 10

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36835          |                       | Freehold Mineral Lease | 08-31-2030      | Glenda Grace Lemire   | <b>116812380</b>           | <b>152913034</b>  |

**120380442**ParID 120380442SE-S19-  
T14N-R15E-**Remarks:** Blk/Par B Plan No 101940881 Ext 10

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------|----------------------------|-------------------|
| 36809          |                       | Freehold Mineral Lease | 08-29-2030      | Ronald Joseph Wormsbecker | <b>116810704</b>           | <b>152906104</b>  |

**120380453**ParID 120380453SW-S19-  
T14N-R15E-**Remarks:** Blk/Par A Plan No 101940881 Ext 11

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36812          |                       | Freehold Mineral Lease | 08-29-2030      | Sharon Anne Blain     | <b>116807766</b>           | <b>152897125</b>  |

**120380453**ParID 120380453SW-S19-  
T14N-R15E-**Remarks:** Blk/Par A Plan No 101940881 Ext 11

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36836          |                       | Freehold Mineral Lease | 08-31-2030      | Glenda Grace Lemire   | <b>116812379</b>           | <b>152913023</b>  |

**120380453**ParID 120380453SW-S19-  
T14N-R15E-**Remarks:** Blk/Par A Plan No 101940881 Ext 11

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 40314          |                       | Freehold Mineral Lease | 08-01-2021      | Lionel Kambeitz       | <b>117654666</b>           | <b>156077613</b>  |

**120754953**ParID 120754953NE-S21-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b> | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|

| 40313                                | Freehold Mineral Lease | 08-01-2021 | Lionel Kambeitz                                          | 117745869      | 156423001                                        |            |
|--------------------------------------|------------------------|------------|----------------------------------------------------------|----------------|--------------------------------------------------|------------|
| 120723926                            |                        |            | ParID 120723926NW-S21-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 40315                                | Freehold Mineral Lease | 08-01-2021 | Lionel Kambeitz                                          | 117654802      | 156077848                                        |            |
| 120723937                            |                        |            | ParID 120723937SW-S21-T14N-R15E-                         |                |                                                  |            |
| Remarks: Ext1. by MG Jun 22 2017     |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36587                                | Freehold Mineral Lease | 08-23-2030 | The Village of Sedley                                    | 116726104      | 152620972                                        |            |
| 131779828                            |                        |            | ParID 131779828SW-S21-T14N-R15E-                         |                |                                                  |            |
| Remarks: Blk/Par A Plan No 101940892 |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 38240                                | Freehold Mineral Lease | 01-06-2031 | Bryce Roluph Geisam                                      | 117165685      | 156977072<br>156977139<br>189714044<br>189714055 |            |
| 145127684                            |                        |            | ParID 145127684NE-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36813                                | Freehold Mineral Lease | 09-02-2030 | Christopher Nicholas Frey and Fred Frey as joint tenants | 116814359      | 184723702                                        |            |
| 111739057                            |                        |            | ParID 111739057NW-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36814                                | Freehold Mineral Lease | 09-02-2030 | Kevin James Frey and Fred Frey as joint tenants          | 116813651      | 184707603                                        |            |
| 111739057                            |                        |            | ParID 111739057NW-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 37120                                | Freehold Mineral Lease | 09-08-2030 | Fred Frey and Colin Frederick Frey, as Joint Tenants     | 117102934      | 184732803                                        |            |
| 111739057                            |                        |            | ParID 111739057NW-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36838                                | Freehold Mineral Lease | 08-31-2030 | Randall Robert Deis                                      | 116812357      | 155948372                                        |            |
| 120754852                            |                        |            | ParID 120754852SW-S26-T14N-R15E-                         |                |                                                  |            |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------------------|----------------------------|-------------------|
| 36846          |                       | Freehold Mineral Lease | 09-01-2030      | Annette Carol Deis, personal representative of the Estate of Arnold Adrian Deis | <b>116814281</b>           | <b>152920582</b>  |
|                | <b>120754852</b>      |                        |                 | ParID 120754852SW-S26-T14N-R15E-                                                |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35730          |                       | Freehold Mineral Lease | 05-12-2030      | Elaine Hatch                    | <b>116509440</b>           | <b>151809699</b>  |
|                | <b>145535474</b>      |                        |                 | ParID 145535474NE-S1-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35731          |                       | Freehold Mineral Lease | 05-12-2030      | Elaine Hatch                    | <b>116509451</b>           | <b>151809701</b>  |
|                | <b>145535485</b>      |                        |                 | ParID 145535485SE-S1-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35996          |                       | Freehold Mineral Lease | 06-15-2030      | Theodore Bechard                | <b>116564801</b>           | <b>153128842</b>  |
|                | <b>120755695</b>      |                        |                 | ParID 120755695SW-S1-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37902          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis         | <b>117113745</b>           | <b>154022228</b>  |
|                | <b>111422258</b>      |                        |                 | ParID 111422258NE-S5-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37904          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis         | <b>117113611</b>           | <b>154021609</b>  |
|                | <b>111422269</b>      |                        |                 | ParID 111422269NW-S5-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37905          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis         | <b>117113565</b>           | <b>154021531</b>  |
|                | <b>111422270</b>      |                        |                 | ParID 111422270SE-S5-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------|----------------------------|-------------------|
| 37903          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis | <b>117113699</b>           | <b>154021991</b>  |

111422281

ParID 111422281SW-S5-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36248   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116629500           | 192702630  |

120755785

ParID 120755785NE-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36249   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116628565           | 192702663  |

120755796

ParID 120755796NW-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36247   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116629724           | 192702618  |

120755808

ParID 120755808SE-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36246   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116629836           | 192702584  |

120755819

ParID 120755819SW-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33954   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963139           | 149469946  |

120755864

ParID 120755864NE-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33956   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963263           | 149470319  |

120755875

ParID 120755875NW-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33957   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963207           | 149470162  |

120755886

ParID 120755886SE-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33955   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963050           | 149469755  |

120755897

ParID 120755897SW-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                               | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------|---------------------|------------|
| 33477   |                | Freehold Mineral Lease | 08-04-2029 | Come Francois and Jacqueline Maureen Bechard | 115757916           | 148630710  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------|
| 33557   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | 115813302           | 148844593  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 33581   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | 115824696           | 148896028  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------|
| 33310   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | 115699359           | 148316902  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------|
| 33355   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115711354           | 148407611  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------|
| 33576   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | 115822975           | 148890606  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 33577   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | 115961553           | 149462343  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------|
| 33344   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | 115701948           | 148326633  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------|
| 33356   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115711477           | 148408128  |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------|
| 33574   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | 115818666           | 148871672  |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 33580   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | 115823190           | 148891933  |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------|
| 33343   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | 115702130           | 148327454  |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------|
| 33354   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115711231           | 148405956  |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------|
| 33558   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | 115813694           | 148845730  |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 33579   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | <b>115823404</b>    | <b>148892293</b> |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------------|
| 33320   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | <b>115950595</b>    | <b>149421304</b> |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 33892   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>115934946</b>    | <b>149365390</b> |

145535575

ParID 145535575NE-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 33893   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard | <b>115933383</b>    | <b>183240772</b> |

145535575

ParID 145535575NE-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 33891   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>115934373</b>    | <b>149363994</b> |

145535586

ParID 145535586NW-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 33894   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard | <b>115934744</b>    | <b>183240840</b> |

145535586

ParID 145535586NW-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 35675   |                | Freehold Mineral Lease | 05-05-2030 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>116487366</b>    | <b>151732357</b> |

145535597

ParID 145535597SE-S19-  
T14N-R16E-

## Remarks:



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 33032   |                  | Freehold Mineral Lease | 06-16-2029 | Jean Jacques Bechard                                       | <b>115590865</b>    | <b>147856179</b> |
|         | <b>145535597</b> |                        |            | ParID 145535597SE-S19-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 35676   |                  | Freehold Mineral Lease | 05-05-2030 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>116487456</b>    | <b>151732559</b> |
|         | <b>145535609</b> |                        |            | ParID 145535609SW-S19-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 33031   |                  | Freehold Mineral Lease | 06-16-2029 | Jean Jacques Bechard                                       | <b>115588514</b>    | <b>147847203</b> |
|         | <b>145535609</b> |                        |            | ParID 145535609SW-S19-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34102   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Frederick Gall                                       | <b>116015677</b>    | <b>149758879</b> |
|         | <b>120755998</b> |                        |            | ParID 120755998NE-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34130   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Gall                                                 | <b>116016050</b>    | <b>149760085</b> |
|         | <b>120756012</b> |                        |            | ParID 120756012NW-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34101   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Frederick Gall                                       | <b>116016207</b>    | <b>149760434</b> |
|         | <b>120756001</b> |                        |            | ParID 120756001SE-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34131   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Gall                                                 | <b>116016252</b>    | <b>149760502</b> |
|         | <b>120756023</b> |                        |            | ParID 120756023SW-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 38244   |                  | Freehold Mineral Lease | 01-18-2031 | William Theodore Bast                                      | <b>117166596</b>    | <b>154227753</b> |
|         | <b>120755943</b> |                        |            | ParID 120755943NE-S23-T14N-R16E-                           |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38278   |                  | Freehold Mineral Lease | 01-18-2031 | Mary Louise Bast                 | <b>117173471</b>    | <b>154250962</b> |
|         | <b>120755943</b> |                        |            | ParID 120755943NE-S23-T14N-R16E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------------|
| 38437   |                  | Freehold Mineral Lease | 02-12-2031 | Fran Bast, personal representative of the estate of Kenneth B. Bast | <b>117203936</b>    | <b>154351357</b> |
|         | <b>120755943</b> |                        |            | ParID 120755943NE-S23-T14N-R16E-                                    |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38449   |                  | Freehold Mineral Lease | 02-12-2031 | Rose Marie Anderson              | <b>117209628</b>    | <b>154373812</b> |
|         | <b>120755943</b> |                        |            | ParID 120755943NE-S23-T14N-R16E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38326   |                  | Freehold Mineral Lease | 02-12-2031 | Rose Marie Anderson              | <b>117188512</b>    | <b>154301026</b> |
|         | <b>120755954</b> |                        |            | ParID 120755954NW-S23-T14N-R16E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38243   |                  | Freehold Mineral Lease | 01-18-2031 | William Theodore Bast            | <b>117166798</b>    | <b>154228844</b> |
|         | <b>120755954</b> |                        |            | ParID 120755954NW-S23-T14N-R16E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38275   |                  | Freehold Mineral Lease | 01-18-2031 | Mary Louise Bast                 | <b>117173022</b>    | <b>154249667</b> |
|         | <b>120755954</b> |                        |            | ParID 120755954NW-S23-T14N-R16E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------------|
| 38438   |                  | Freehold Mineral Lease | 02-12-2031 | Fran Bast, personal representative of the estate of Kenneth B. Bast | <b>117205972</b>    | <b>154360166</b> |
|         | <b>120755954</b> |                        |            | ParID 120755954NW-S23-T14N-R16E-                                    |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 38325     | Freehold Mineral Lease | 02-12-2031 | Rose Marie Anderson                                                 | 117188567      | 154301093           |            |
|-----------|------------------------|------------|---------------------------------------------------------------------|----------------|---------------------|------------|
| 120755965 |                        |            | ParID 120755965SE-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 38242     | Freehold Mineral Lease | 01-18-2031 | William Theodore Bast                                               | 117166833      | 154229171           |            |
| 120755965 |                        |            | ParID 120755965SE-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 38276     | Freehold Mineral Lease | 01-18-2031 | Mary Louise Bast                                                    | 117174146      | 154255989           |            |
| 120755965 |                        |            | ParID 120755965SE-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 39066     | Freehold Mineral Lease | 02-12-2031 | Fran Bast, personal representative of the estate of Kenneth B. Bast | 117188804      | 154302117           |            |
| 120755965 |                        |            | ParID 120755965SE-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 38241     | Freehold Mineral Lease | 01-18-2031 | William Theodore Bast                                               | 117166877      | 154229407           |            |
| 120755976 |                        |            | ParID 120755976SW-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 38277     | Freehold Mineral Lease | 01-18-2031 | Mary Louise Bast                                                    | 117173820      | 154254438           |            |
| 120755976 |                        |            | ParID 120755976SW-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 38448     | Freehold Mineral Lease | 02-12-2031 | Rose Marie Anderson                                                 | 117209291      | 154372800           |            |
| 120755976 |                        |            | ParID 120755976SW-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                            | Grantor/Lessor | Interest Register # | Interest # |
| 39065     | Freehold Mineral Lease | 02-12-2031 | Fran Bast, personal representative of the estate of Kenneth B. Bast | 117188972      | 154302768           |            |
| 120755976 |                        |            | ParID 120755976SW-S23-T14N-R16E-                                    |                |                     |            |
| Remarks:  |                        |            |                                                                     |                |                     |            |

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 33029   |                  | Freehold Mineral Lease | 06-16-2029 | Wilfred Joseph Malhiot and Doreen Katherine Malhiot, as joint tenants<br>ParID 120756337NW-S26-T14N-R16E- | <b>115590922</b>    | <b>147856337</b> |
|         | <b>120756337</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 33030   |                  | Freehold Mineral Lease | 06-16-2029 | Wilfred Joseph Malhiot and Doreen Katherine Malhiot, as joint tenants<br>ParID 120756348SE-S26-T14N-R16E- | <b>115591114</b>    | <b>147856832</b> |
|         | <b>120756348</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 33028   |                  | Freehold Mineral Lease | 06-16-2029 | Wilfred Joseph Malhiot and Doreen Katherine Malhiot, as joint tenants<br>ParID 120756359SW-S26-T14N-R16E- | <b>115590988</b>    | <b>147856438</b> |
|         | <b>120756359</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 38095   |                  | Freehold Mineral Lease | 01-05-2031 | Perry Andrew Weisberg<br>ParID 120756292NE-S27-T14N-R16E-                                                 | <b>117132106</b>    | <b>154083539</b> |
|         | <b>120756292</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 34875   |                  | Freehold Mineral Lease | 01-19-2030 | Claude Lefebvre and Grace Lefebvre, as joint tenants<br>ParID 145535687NW-S27-T14N-R16E-                  | <b>116154750</b>    | <b>150395755</b> |
|         | <b>145535687</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 36261   |                  | Freehold Mineral Lease | 07-18-2030 | Claude Lefebvre and Grace Lefebvre, as joint tenants<br>ParID 120756304SE-S27-T14N-R16E-                  | <b>116631558</b>    | <b>152259116</b> |
|         | <b>120756304</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 34874   |                  | Freehold Mineral Lease | 01-19-2030 | Claude Lefebvre and Grace Lefebvre, as joint tenants<br>ParID 145535698SW-S27-T14N-R16E-                  | <b>116154761</b>    | <b>150395766</b> |
|         | <b>145535698</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 34723   |                  | Freehold Mineral Lease | 02-08-2030 | Floyd George Allan and Eleatha<br>ParID 145535698SW-S27-T14N-R16E-                                        | <b>116216557</b>    | <b>179451692</b> |
|         |                  |                        |            |                                                                                                           |                     |                  |

June Allan, as joint tenants

**120756168**ParID 120756168NE-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 34737          |                       | Freehold Mineral Lease | 02-08-2030      | Floyd George Allan and Eleatha June Allan, as joint tenants | <b>116216030</b>           | <b>179451715</b>  |

**120756179**ParID 120756179NW-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 34736          |                       | Freehold Mineral Lease | 02-08-2030      | Floyd George Allan and Eleatha June Allan, as joint tenants | <b>116216142</b>           | <b>179451681</b>  |

**120756180**ParID 120756180SE-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 34724          |                       | Freehold Mineral Lease | 02-08-2030      | Floyd George Allan and Eleatha June Allan, as joint tenants | <b>116216489</b>           | <b>179451670</b>  |

**120756191**ParID 120756191SW-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                      | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------|----------------------------|-------------------|
| 38850          |                       | Freehold Mineral Lease | 03-15-2031      | Jean Elaine Nycholat and Steven Nycholat, as joint tenants | <b>117296668</b>           | <b>154715036</b>  |

**120756360**ParID 120756360NE-S33-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 39146          |                       | Freehold Mineral Lease | 04-04-2031      | Ann Candace Parliament, Attorney for Beatrice Corinne James, Ann Candace Parliament and Ann Candace | <b>117366587</b>           | <b>155002373</b>  |

**120756315**ParID 120756315NW-S33-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38763          |                       | Freehold Mineral Lease | 02-23-2031      | Marjorie Jean Hanson, and Myrna Ann Pugh, personal representatives of the estate of Vernice Maud Ha | <b>117272471</b>           | <b>158150943</b>  |

**120756326**ParID 120756326SE-S33-  
T14N-R16E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38762          |                       | Freehold Mineral Lease | 02-23-2031      | Marjorie Jean Hanson, and Myrna Ann Pugh, personal representatives of the estate of Vernice Maud Ha | <b>117272482</b>           | <b>158150976</b>  |
|                | <b>120756371</b>      |                        |                 | ParID 120756371SW-S33-T14N-R16E-                                                                    |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35732          |                       | Freehold Mineral Lease | 05-20-2030      | David James Malhiot              | <b>116509406</b>           | <b>151809644</b>  |
|                | <b>114139728</b>      |                        |                 | ParID 114139728NE-S35-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34345          |                       | Freehold Mineral Lease | 11-26-2029      | Laurier Lefebvre                 | <b>116092885</b>           | <b>183981011</b>  |
|                | <b>120756405</b>      |                        |                 | ParID 120756405NW-S35-T14N-R16E- |                            |                   |

**Remarks:** caveats claiming 1/2 interest in W35-14-16

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 35652          |                       | Freehold Mineral Lease | 05-10-2030      | Leon Elie Malhiot and Darlene Anne Malhiot as Joint Tenants | <b>116494252</b>           | <b>151760077</b>  |
|                | <b>114139739</b>      |                        |                 | ParID 114139739SE-S35-T14N-R16E-                            |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34246          |                       | Freehold Mineral Lease | 11-26-2029      | Laurier Lefebvre                 | <b>116063502</b>           | <b>178224947</b>  |
|                | <b>163639390</b>      |                        |                 | ParID 163639390SW-S35-T14N-R16E- |                            |                   |

**Remarks:** caveats claiming 1/2 interest in W35-14-16

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34344          |                       | Freehold Mineral Lease | 11-26-2029      | Laurier Lefebvre                 | <b>116281166</b>           | <b>178224970</b>  |
|                | <b>163639389</b>      |                        |                 | ParID 163639389SW-S35-T14N-R16E- |                            |                   |

**Remarks:** caveats claiming 1/2 interest in W35-14-16

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|--------------------------------------------------------------------------------------|----------------------------|-------------------|
| 33351          |                       | Freehold Mineral Lease | 07-15-2029      | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants | <b>115710746</b>           | <b>148402526</b>  |
|                | <b>131820971</b>      |                        |                 | ParID 131820971NE-S1-T14N-R17E-                                                      |                            |                   |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 33352   |                  | Freehold Mineral Lease | 07-15-2029 | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants                | <b>115710397</b>    | <b>148399633</b> |
|         | <b>131820993</b> |                        |            | ParID 131820993NW-S1-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33353   |                  | Freehold Mineral Lease | 07-15-2029 | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants                | <b>115709733</b>    | <b>148390128</b> |
|         | <b>131821017</b> |                        |            | ParID 131821017SE-S1-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33350   |                  | Freehold Mineral Lease | 07-15-2029 | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants                | <b>115710814</b>    | <b>148403303</b> |
|         | <b>131821028</b> |                        |            | ParID 131821028SW-S1-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 41500   |                  | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117999916</b>    | <b>157481039</b> |
|         | <b>131820926</b> |                        |            | ParID 131820926NE-S3-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 41501   |                  | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117999893</b>    | <b>157480915</b> |
|         | <b>131820937</b> |                        |            | ParID 131820937NW-S3-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 41502   |                  | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117999848</b>    | <b>157480814</b> |
|         | <b>131820948</b> |                        |            | ParID 131820948SE-S3-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 41462   |                  | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117985090</b>    | <b>157386291</b> |
|         | <b>131820959</b> |                        |            | ParID 131820959SW-S3-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33359   |                  | Freehold Mineral Lease | 07-20-2029 | James Brian Crawford                                                                                | <b>115716494</b>    | <b>168284133</b> |
|         | <b>131820904</b> |                        |            | ParID 131820904NE-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33885   |                  | Freehold Mineral Lease | 10-08-2029 | Leonard Thomas Wozney and Joyce Lillian Wozney as joint tenants                                     | <b>115934474</b>    | <b>149364254</b> |
|         | <b>131820814</b> |                        |            | ParID 131820814NW-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33360   |                  | Freehold Mineral Lease | 07-20-2029 | James Brian Crawford                                                                                | <b>115716382</b>    | <b>168284111</b> |
|         | <b>131820915</b> |                        |            | ParID 131820915SE-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33886   |                  | Freehold Mineral Lease | 10-08-2029 | Leonard Thomas Wozney and Joyce Lillian Wozney as joint tenants                                     | <b>115934418</b>    | <b>149364063</b> |
|         | <b>131820825</b> |                        |            | ParID 131820825SW-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 34473   |                  | Freehold Mineral Lease | 12-25-2029 | Garth Barrie Purves                                                                                 | <b>116126489</b>    | <b>176213011</b> |
|         | <b>112518895</b> |                        |            | ParID 112518895NE-S7-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 34521   |                  | Freehold Mineral Lease | 01-15-2030 | Beryl Carolyn Muniz                                                                                 | <b>116154772</b>    | <b>150395777</b> |
|         | <b>112518895</b> |                        |            | ParID 112518895NE-S7-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |



| Agmt No | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #                          |            |
|---------|------------------------|------------|---------------------------------|---------------------|-------------------------------------|------------|
| 34663   | Freehold Mineral Lease | 01-21-2030 | Beverley Ann Downey             | 116202305           | 150582506                           |            |
|         | 112518895              |            | ParID 112518895NE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 35650   | Freehold Mineral Lease | 04-29-2030 | Becky-Jean Beyersbergen         | 116494230           | 151760033                           |            |
|         | 112518895              |            | ParID 112518895NE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34484   | Freehold Mineral Lease | 01-07-2030 | Robert P. Wilson                | 116398468           | 183540876<br>183540887<br>183540900 |            |
|         | 112517120              |            | ParID 112517120NW-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34472   | Freehold Mineral Lease | 12-25-2029 | Garth Barrie Purves             | 116126490           | 176213022                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34522   | Freehold Mineral Lease | 01-15-2030 | Beryl Carolyne Muniz            | 116154783           | 150395788                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34664   | Freehold Mineral Lease | 01-21-2030 | Beverley Ann Downey             | 116202349           | 150582720                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 35649   | Freehold Mineral Lease | 04-29-2030 | Becky-Jean Beyersbergen         | 116494207           | 151759952                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34471   | Freehold Mineral Lease | 01-07-2030 | Robert P. Wilson                | 116127693           | 183540809<br>183540810<br>183540821 |            |
|         | 131820791              |            | ParID 131820791SW-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 20003   |                  | Freehold Mineral Lease | 11-29-2021 | Beverly Katherine Ulrich, Ronald Kenneth Ulrich, and Wade Cordell Ulrich, as joint tenants<br>ParID 131820803NE-S8-T14N-R17E- | <b>117943353</b>    | <b>179606739</b> |
|         | <b>131820803</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20004   |                  | Freehold Mineral Lease | 11-29-2021 | Wade Ulrich<br>ParID 131820768NW-S8-T14N-R17E-                                                                                | <b>117943342</b>    | <b>157219656</b> |
|         | <b>131820768</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 33358   |                  | Freehold Mineral Lease | 07-20-2029 | James Brian Crawford<br>ParID 131820779SE-S8-T14N-R17E-                                                                       | <b>115716292</b>    | <b>168284155</b> |
|         | <b>131820779</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 33913   |                  | Freehold Mineral Lease | 10-13-2029 | Marilyn Crawford<br>ParID 131820780SW-S8-T14N-R17E-                                                                           | <b>115955602</b>    | <b>178139335</b> |
|         | <b>131820780</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20000   |                  | Freehold Mineral Lease | 11-10-2030 | Donald Francis Moats and Patricia Kim Moats, as joint tenants<br>ParID 131820724NE-S9-T14N-R17E-                              | <b>116969709</b>    | <b>153458253</b> |
|         | <b>131820724</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20001   |                  | Freehold Mineral Lease | 11-10-2030 | Donald Francis Moats and Patricia Kim Moats, as joint tenants<br>ParID 131820746NW-S9-T14N-R17E-                              | <b>116969754</b>    | <b>153458310</b> |
|         | <b>131820746</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20002   |                  | Freehold Mineral Lease | 11-10-2030 | Donald Francis Moats and Patricia Kim Moats, as joint tenants<br>ParID 131820757SW-S9-T14N-R17E-                              | <b>116969664</b>    | <b>153458208</b> |
|         | <b>131820757</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 32741   |                  | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard                                                                                                          | <b>115374786</b>    | <b>146742970</b> |

111682098

ParID 111682098NE-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 32765   |                | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard | <b>115394823</b>    | <b>146873773</b> |

111682100

ParID 111682100NW-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 32764   |                | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard | <b>115395037</b>    | <b>146874628</b> |

111682111

ParID 111682111SE-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 32742   |                | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard | <b>115374562</b>    | <b>146741856</b> |

111682122

ParID 111682122SW-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20011   |                | Freehold Mineral Lease | 10-25-2026 | Linda Craig    | <b>121914604</b>    | <b>190826275</b> |

114431408

ParID 114431408NE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20012   |                | Freehold Mineral Lease | 10-25-2026 | Robin Waldo    | <b>121915403</b>    | <b>190826264</b> |

114431408

ParID 114431408NE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2018

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34195   |                | Freehold Mineral Lease | 12-06-2029 | G.W.L. Boesch Farm Inc., | <b>116040439</b>    | <b>193514160</b> |

120478945

ParID 120478945NW-S19-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20013   |                | Freehold Mineral Lease | 10-25-2026 | Linda Craig    | <b>121913344</b>    | <b>190826286</b> |

114431419

ParID 114431419SE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2019

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20014   |                | Freehold Mineral Lease | 10-25-2026 | Robin Waldo    | <b>121913715</b>    | <b>190826297</b> |

114431419

ParID 114431419SE-S19-  
T14N-R17E-**Remarks:** Entered by TG Jan 19 2020

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|--------------------------------------|---------------------|------------------|
| 34194   |                  | Freehold Mineral Lease | 12-06-2029 | G.W.L. Boesch Farm Inc.,             | <b>116040529</b>    | <b>193514205</b> |
|         | <b>120478956</b> |                        |            | ParID 120478956SW-S19-<br>T14N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|--------------------------------------|---------------------|------------------|
| 34154   |                  | Freehold Mineral Lease | 11-05-2029 | James Michael Sakundiak              | <b>116015150</b>    | <b>191513000</b> |
|         | <b>111421976</b> |                        |            | ParID 111421976NE-S23-<br>T14N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|--------------------------------------|---------------------|------------------|
| 34129   |                  | Freehold Mineral Lease | 11-05-2029 | James Michael Sakundiak              | <b>116016409</b>    | <b>191512997</b> |
|         | <b>111421987</b> |                        |            | ParID 111421987SE-S23-<br>T14N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|--------------------------------------|---------------------|------------------|
| 33357   |                  | Freehold Mineral Lease | 07-20-2029 | 618307 Saskatchewan Ltd.             | <b>115715099</b>    | <b>148432462</b> |
|         | <b>114475754</b> |                        |            | ParID 114475754SE-S25-<br>T14N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|------------------|
| 20005   |                  | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn<br>Michael J. Stone, Vice<br>president, Land | <b>119808388</b>    | <b>166110971</b> |
|         | <b>131820218</b> |                        |            | ParID 131820218NW-S26-<br>T14N-R17E-                                   |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|------------------|
| 20007   |                  | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn<br>Michael J. Stone, Vice<br>president, Land | <b>119808401</b>    | <b>166111028</b> |
|         | <b>131820229</b> |                        |            | ParID 131820229SE-S26-<br>T14N-R17E-                                   |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|------------------|
| 20006   |                  | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn<br>Michael J. Stone, Vice<br>president, Land | <b>119808399</b>    | <b>166111017</b> |
|         | <b>131820230</b> |                        |            | ParID 131820230SW-S26-<br>T14N-R17E-                                   |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33923   |                  | Freehold Mineral Lease | 10-26-2029 | Rita Bechard                                                     | <b>115955837</b>    | <b>149441980</b> |
|         | <b>164655513</b> |                        |            | ParID 164655513NE-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33923   |                  | Freehold Mineral Lease | 10-26-2029 | Rita Bechard                                                     | <b>115955837</b>    | <b>149441991</b> |
|         | <b>164655524</b> |                        |            | ParID 164655524NE-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33572   |                  | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818330</b>    | <b>148869196</b> |
|         | <b>164399158</b> |                        |            | ParID 164399158NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Ext 1                  |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33573   |                  | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818295</b>    | <b>148868881</b> |
|         | <b>164399169</b> |                        |            | ParID 164399169NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Ext 2                  |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33575   |                  | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818431</b>    | <b>148869994</b> |
|         | <b>131820117</b> |                        |            | ParID 131820117NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Plan 62R40745 Ext. 0   |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33582   |                  | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants  | <b>115824966</b>    | <b>148896781</b> |
|         | <b>131820117</b> |                        |            | ParID 131820117NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33583   |                  | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants  | <b>115824731</b>    | <b>148896220</b> |
|         | <b>164399169</b> |                        |            | ParID 164399169NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Ext 2                  |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |

| 33584   | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants       | 115825147      | 148897399           |            |
|---------|------------------------|------------|-----------------------------------------------------------------------|----------------|---------------------|------------|
|         | 164399158              |            | ParID 164399158NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               | Ext 1      |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33308   | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants                           | 115699304      | 148316845           |            |
|         | 164399158              |            | ParID 164399158NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33309   | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants                           | 115699258      | 148316777           |            |
|         | 131820117              |            | ParID 131820117NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33345   | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants                           | 115705650      | 148359325           |            |
|         | 164399169              |            | ParID 164399169NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33346   | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115729263      | 148507511           |            |
|         | 164399169              |            | ParID 164399169NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33348   | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115705188      | 148354162           |            |
|         | 131820117              |            | ParID 131820117NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33349   | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115901298      | 149198057           |            |
|         | 164399158              |            | ParID 164399158NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33318   | Freehold Mineral Lease | 07-15-2029 | Norman Desautels, Leon Eugene Desautels & Laurie                      | 115699225      | 185408185           |            |

Eugene Desautels & Marie  
Jean Desautels

ParID 131820140SE-S27-  
T14N-R17E-

**131820140**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33571   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818228</b>    | <b>148868454</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 33578   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | <b>115823527</b>    | <b>148892675</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------------|
| 33311   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | <b>115699326</b>    | <b>148316867</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------------|
| 33347   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | <b>115705346</b>    | <b>148355815</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 34665   |                | Freehold Mineral Lease | 01-20-2030 | Nancy Killick  | <b>116202204</b>    | <b>150582191</b> |

**131820038**

ParID 131820038NE-S31-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 34725   |                | Freehold Mineral Lease | 02-08-2030 | Carol Janet Hames | <b>116216467</b>    | <b>150628798</b> |

**131820038**

ParID 131820038NE-S31-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 34839   |                | Freehold Mineral Lease | 02-15-2030 | Sandra May Stewart | <b>116248169</b>    | <b>150757005</b> |

**131820038**ParID 131820038NE-S31-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34841          |                       | Freehold Mineral Lease | 02-15-2030      | Walter Albert Hames   | <b>116248091</b>           | <b>150756666</b>  |

**131820038**ParID 131820038NE-S31-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                             | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------|----------------------------|-------------------|
| 33331          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695333</b>           | <b>148300387</b>  |

**131820049**ParID 131820049NW-S31-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34301          |                       | Freehold Mineral Lease | 12-14-2029      | Todd Lauritz Brunas   | <b>116401979</b>           | <b>151402980</b>  |

**131820050**ParID 131820050SE-S31-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                             | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------|----------------------------|-------------------|
| 33333          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695344</b>           | <b>148300714</b>  |

**131819991**ParID 131819991SW-S31-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                             | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------|----------------------------|-------------------|
| 33335          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695568</b>           | <b>148302626</b>  |

**131820005**ParID 131820005NE-S33-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                             | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------|----------------------------|-------------------|
| 33334          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695434</b>           | <b>148301591</b>  |

**131820027**ParID 131820027NW-S33-  
T14N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 41942          |                       | Freehold Mineral Lease | 01-23-2022      | Rachel Rocco          | <b>118104713</b>           | <b>157932265</b>  |

**112450957**ParID 112450957SE-S33-  
T14N-R17E-**Remarks:**



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------|---------------------|------------------|
| 42205   |                  | Freehold Mineral Lease | 01-29-2022 | Johanna Rocco                                                                     | <b>118163077</b>    | <b>158179539</b> |
|         | <b>112450957</b> |                        |            | ParID 112450957SE-S33-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 41961   |                  | Freehold Mineral Lease | 01-23-2022 | Rachel Rocco                                                                      | <b>118104757</b>    | <b>157932456</b> |
|         | <b>112450946</b> |                        |            | ParID 112450946SW-S33-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 42206   |                  | Freehold Mineral Lease | 01-29-2022 | Johanna Rocco                                                                     | <b>118163123</b>    | <b>158179719</b> |
|         | <b>112450946</b> |                        |            | ParID 112450946SW-S33-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 33505   |                  | Freehold Mineral Lease | 08-17-2029 | Jean Gilles Bechard, Personal Representative of the Estate of Jean Benoit Bechard | <b>115782813</b>    | <b>148734074</b> |
|         | <b>131819878</b> |                        |            | ParID 131819878NW-S35-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 33492   |                  | Freehold Mineral Lease | 08-17-2029 | Jean Gilles Bechard, Personal Representative of the Estate of Jean Benoit Bechard | <b>115767120</b>    | <b>148666854</b> |
|         | <b>131819889</b> |                        |            | ParID 131819889SE-S35-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 33493   |                  | Freehold Mineral Lease | 08-17-2029 | Jean Gilles Bechard, Personal Representative of the Estate of Jean Benoit Bechard | <b>115768525</b>    | <b>148671771</b> |
|         | <b>131819890</b> |                        |            | ParID 131819890SW-S35-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 36260   |                  | Freehold Mineral Lease | 07-11-2030 | Alice Boutin-Maloney and Kelly Neil Maloney, as joint tenants                     | <b>116631323</b>    | <b>182962514</b> |
|         | <b>131891092</b> |                        |            | ParID 131891092NW-S1-T14N-R18E-                                                   |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |

36259 Freehold Mineral Lease 07-11-2030 Alice Boutin-Maloney and Kelly Neil Maloney, as joint tenants **116631435** **182962345**  
**131891047**  
 ParID 131891047SW-S1-T14N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37608   |                | Freehold Mineral Lease | 12-02-2030 | Dorothy Gaye Schwanbeck         | <b>117032116</b>    | <b>153698631</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                  |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37623   |                | Freehold Mineral Lease | 12-01-2030 | Laurel Jean Rakochuk            | <b>117038583</b>    | <b>153726183</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                  |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|--------------------------------------|
| 37610   |                | Freehold Mineral Lease | 11-29-2030 | John Wendell Burwell            | <b>117033601</b>    | <b>182026009</b><br><b>182026010</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                                      |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37672   |                | Freehold Mineral Lease | 12-13-2030 | Joy Alvina Ganne                | <b>117046065</b>    | <b>153748503</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                  |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37607   |                | Freehold Mineral Lease | 12-02-2030 | Dorothy Gaye Schwanbeck         | <b>117032239</b>    | <b>153699384</b> |
|         |                |                        |            | ParID 131890923NW-S5-T14N-R18E- |                     |                  |

**131890923**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37624   |                | Freehold Mineral Lease | 12-01-2030 | Laurel Jean Rakochuk            | <b>117038572</b>    | <b>153726172</b> |
|         |                |                        |            | ParID 131890923NW-S5-T14N-R18E- |                     |                  |

**131890923**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|-----------------------------------------------|---------------------|--------------------------------------|
| 37643   |                | Freehold Mineral Lease | 11-29-2030 | John Wendell Burwell and Ruth Klassen-Burwell | <b>117049473</b>    | <b>182026076</b><br><b>182026087</b> |
|         |                |                        |            | ParID 131890923NW-S5-T14N-R18E-               |                     |                                      |

**131890923**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 37673     | Freehold Mineral Lease | 12-13-2030                                                                                     | Joy Alvina Ganne                 | 117046122                              | 153748581           |                        |
|-----------|------------------------|------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------|---------------------|------------------------|
| 131890923 |                        |                                                                                                | ParID 131890923NW-S5-T14N-R18E-  |                                        |                     |                        |
| Remarks:  |                        |                                                                                                |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37606     |                        | Freehold Mineral Lease                                                                         | 12-02-2030                       | Dorothy Gaye Schwanbeck                | 117032341           | 153699913              |
| 131890956 |                        |                                                                                                | ParID 131890956SW-S5-T14N-R18E-  |                                        |                     |                        |
| Remarks:  |                        |                                                                                                |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37609     |                        | Freehold Mineral Lease                                                                         | 11-29-2030                       | John Wendell Burwell                   | 117033690           | 182025974<br>182025985 |
| 131890956 |                        |                                                                                                | ParID 131890956SW-S5-T14N-R18E-  |                                        |                     |                        |
| Remarks:  |                        |                                                                                                |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37674     |                        | Freehold Mineral Lease                                                                         | 12-13-2030                       | Joy Alvina Ganne                       | 117046188           | 153748783              |
| 131890956 |                        |                                                                                                | ParID 131890956SW-S5-T14N-R18E-  |                                        |                     |                        |
| Remarks:  |                        |                                                                                                |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37625     |                        | Freehold Mineral Lease                                                                         | 12-01-2030                       | Laurel Jean Rakochuk                   | 117038550           | 153726116              |
| 131890956 |                        |                                                                                                | ParID 131890956SW-S5-T14N-R18E-  |                                        |                     |                        |
| Remarks:  |                        |                                                                                                |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35038     |                        | Freehold Mineral Lease                                                                         | 03-07-2030                       | Carol Sylvia Boesch                    | 116323860           | 155246698              |
| 114329651 |                        |                                                                                                | ParID 114329651NE-S13-T14N-R18E- |                                        |                     |                        |
| Remarks:  |                        | parcel#114329651 shows 157.29 acres? where is parcel#114329695(2 acres recorded)? Ext12, by MG |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35041     |                        | Freehold Mineral Lease                                                                         | 03-07-2030                       | Laurence and Carol Boesch Holding Inc. | 116323804           | 151068135              |
| 114329695 |                        |                                                                                                | ParID 114329695NE-S13-T14N-R18E- |                                        |                     |                        |
| Remarks:  |                        | parcel#114329695(2 acres or 4.03 acres)? Ext13,by MG                                           |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35661     |                        | Freehold Mineral Lease                                                                         | 05-10-2030                       | Paul and Tanja Boesch Holdings Inc.    | 116797832           | 156144078              |
| 112517108 |                        |                                                                                                | ParID 112517108NW-S13-T14N-R18E- |                                        |                     |                        |
| Remarks:  |                        |                                                                                                |                                  |                                        |                     |                        |
| Agmt No   | Mineral Parcel         | Agmt Type                                                                                      | Exp Date                         | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35039     |                        | Freehold Mineral Lease                                                                         | 03-07-2030                       | Carol Sylvia Boesch                    | 116323848           | 155246722              |

114329662

ParID 114329662SE-S13-  
T14N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------------------------------------------|---------------------|------------|
| 35660   |                | Freehold Mineral Lease | 05-10-2030 | Paul and Tanja Boesch Holdings Inc.<br>ParID 112517119SW-S13-T14N-R18E- | 116797865           | 156144135  |

112517119

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 35280   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114329628NE-S23-T14N-R18E- | 116403397           | 151407266  |

114329628

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 35281   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114330271NW-S23-T14N-R18E- | 116403443           | 151407402  |

114330271

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 35279   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114329639SE-S23-T14N-R18E- | 116403230           | 151406951  |

114329639

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 35282   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114330282SW-S23-T14N-R18E- | 116403465           | 151407435  |

114330282

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------|---------------------|------------|
| 35658   |                | Freehold Mineral Lease | 04-28-2030 | Kris Dean Boesch<br>ParID 131890327NE-S25-T14N-R18E- | 116481247           | 187421003  |

131890327

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------------------------------|---------------------|------------|
| 35612   |                | Freehold Mineral Lease | 04-28-2030 | Kris Dean Boesch and Virginia Anne Carpenter, as joint tenants<br>ParID 131890349NW-S25-T14N-R18E- | 116493396           | 187421171  |

131890349

Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 35659     | Freehold Mineral Lease | 04-28-2030                       | Kris Dean Boesch                                                 | 116481270      | 187421058           |            |
|-----------|------------------------|----------------------------------|------------------------------------------------------------------|----------------|---------------------|------------|
| 131890338 |                        | ParID 131890338SE-S25-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 35611     | Freehold Mineral Lease | 04-28-2030                       | Kris Dean Boesch and Virginia Anne Carpenter, as joint tenants   | 116493330      | 187421193           |            |
| 131890350 |                        | ParID 131890350SW-S25-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 35040     | Freehold Mineral Lease | 03-07-2030                       | Laurence John Boesch                                             | 116323815      | 155246777           |            |
| 131890305 |                        | ParID 131890305NW-S26-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 20010     | Freehold Mineral Lease | 02-18-2024                       | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | 119808434      | 166111321           |            |
| 131890271 |                        | ParID 131890271SE-S26-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 35037     | Freehold Mineral Lease | 03-07-2030                       | Laurence John Boesch and Carol Sylvia Boesch as joint tenants    | 116323882      | 155246676           |            |
| 131890282 |                        | ParID 131890282SW-S26-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 37611     | Freehold Mineral Lease | 11-29-2030                       | Rougham Enterprises Inc.                                         | 117033892      | 182026278           | 189331724  |
| 131890260 |                        | ParID 131890260NW-S27-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 35043     | Freehold Mineral Lease | 03-11-2030                       | Catherine Lulu Drew                                              | 116323714      | 182098480           |            |
| 131890079 |                        | ParID 131890079NE-S35-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                                         | Grantor/Lessor | Interest Register # | Interest # |
| 35062     | Freehold Mineral Lease | 03-11-2030                       | Catherine Lulu Drew                                              | 116326425      | 182098244           |            |
| 131890024 |                        | ParID 131890024NW-S35-T14N-R18E- |                                                                  |                |                     |            |
| Remarks:  |                        |                                  |                                                                  |                |                     |            |

| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
|---------|------------------|--------------------------|------------|---------------------------------------------------|---------------------|------------------|
| 35042   |                  | Freehold Mineral Lease   | 03-11-2030 | Catherine Lulu Drew                               | <b>116323837</b>    | <b>182098345</b> |
|         | <b>131890035</b> |                          |            | ParID 131890035SW-S35-T14N-R18E-                  |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73321   |                  | Freehold Mineral Lease   | 07-28-2030 | Louis Guy Lefebvre                                | <b>116692207</b>    | <b>152503343</b> |
|         | <b>111422146</b> |                          |            | ParID 111422146SE-S1-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73322   |                  | Freehold Mineral Lease   | 07-28-2030 | Louis Guy Lefebvre                                | <b>116692173</b>    | <b>152503196</b> |
|         | <b>111422157</b> |                          |            | ParID 111422157SW-S1-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73309   |                  | Freehold Mineral Lease   | 09-08-2029 | Erwin Jack Beitel                                 | <b>115907126</b>    | <b>149807380</b> |
|         | <b>120598858</b> |                          |            | ParID 120598858NW-S3-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  | Ext16. by MG Jun 20 2017 |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73310   |                  | Freehold Mineral Lease   | 09-08-2029 | Erwin Jack Beitel                                 | <b>115907171</b>    | <b>149807403</b> |
|         | <b>120598869</b> |                          |            | ParID 120598869SE-S3-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  | Ext17. by MG Jun 20 2017 |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73311   |                  | Freehold Mineral Lease   | 09-08-2029 | Erwin Jack Beitel                                 | <b>115907216</b>    | <b>149807425</b> |
|         | <b>120598870</b> |                          |            | ParID 120598870SW-S3-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  | Ext18. by MG Jun 20 2017 |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73301   |                  | Freehold Mineral Lease   | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants | <b>115778201</b>    | <b>186714692</b> |
|         | <b>120847158</b> |                          |            | ParID 120847158NE-S7-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73302   |                  | Freehold Mineral Lease   | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants | <b>115778234</b>    | <b>186714906</b> |
|         | <b>120847169</b> |                          |            | ParID 120847169NW-S7-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |

| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
|---------|------------------|-----------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 73303   |                  | Freehold Mineral Lease                                          | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants<br>ParID 120847170SE-S7-T15N-R16E-                                           | <b>115778245</b>    | <b>186715075</b> |
|         | <b>120847170</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73304   |                  | Freehold Mineral Lease                                          | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants<br>ParID 120847181SW-S7-T15N-R16E-                                           | <b>115778256</b>    | <b>186715356</b> |
|         | <b>120847181</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73319   |                  | Freehold Mineral Lease                                          | 06-06-2030 | David Herauf and Lynette Herauf, as joint tenants<br>ParID 120846898NW-S13-T15N-R16E-                                          | <b>116560010</b>    | <b>152003089</b> |
|         | <b>120846898</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73320   |                  | Freehold Mineral Lease                                          | 05-30-2030 | Robert Weisgerber<br><br>ParID 120846898NW-S13-T15N-R16E-                                                                      | <b>116479884</b>    | <b>151704413</b> |
|         | <b>120846898</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Original Land location NW 35-15-16 W2M is wrong. MG Jun 21 2017 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73317   |                  | Freehold Mineral Lease                                          | 05-13-2030 | Bruce Leonard Leippi<br><br>ParID 145427249NW-S17-T15N-R16E-                                                                   | <b>116479840</b>    | <b>193369955</b> |
|         | <b>145427249</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73318   |                  | Freehold Mineral Lease                                          | 05-13-2030 | Bruce Leonard Leippi<br><br>ParID 145427250SW-S17-T15N-R16E-                                                                   | <b>116480134</b>    | <b>193369977</b> |
|         | <b>145427250</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext43. by MG Jun 21 2017                                        |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73314   |                  | Freehold Mineral Lease                                          | 11-25-2029 | Evelyn Laura Twast, James Alan Twast and Randy Darryl Twast as surviving joint tenants<br><br>ParID 120846629NW-S19-T15N-R16E- | <b>116043601</b>    | <b>149931186</b> |
|         | <b>120846629</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73315   |                  | Freehold Mineral Lease                                          | 11-26-2029 | Evelyn Laura Twast, James Alan Twast and Randy Darryl Twast as surviving joint tenants                                         | <b>116043667</b>    | <b>149931265</b> |

120846630

ParID 120846630SE-S19-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------------------|---------------------|------------|
| 73316   |                | Freehold Mineral Lease | 11-25-2029 | Evelyn Laura Twast, James Alan Twast and Randy Darryl Twast as surviving joint tenants | 116043678           | 149931276  |

120846641

ParID 120846641SW-S19-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73307   |                | Freehold Mineral Lease | 08-28-2029 | Jeffrey Scott Eberle | 115907182           | 149233686  |

120846203

ParID 120846203-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73307   |                | Freehold Mineral Lease | 08-28-2029 | Jeffrey Scott Eberle | 115907182           | 149233697  |

120846225

ParID 120846225-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73308   |                | Freehold Mineral Lease | 08-28-2029 | Susan Michele Eberle | 115907137           | 149233619  |

120846203

ParID 120846203-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73308   |                | Freehold Mineral Lease | 08-28-2029 | Susan Michele Eberle | 115907137           | 149233620  |

120846225

ParID 120846225-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 73306   |                | Freehold Mineral Lease | 08-13-2029 | Golden Wheel Parts & Equipment Ltd. | 115778335           | 148717121  |

145427407

ParID 145427407NW-S31-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------|
| 73305   |                | Freehold Mineral Lease | 08-28-2029 | Jeffrey Scott Eberle and Susan Michele Eberle as joint tenants | 115907104           | 149233574  |

145427418

ParID 145427418SE-S31-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|



| 73312   | Freehold Mineral Lease | 10-22-2029 | Golden Wheel Parts & Equipment Ltd. | 115955095      | 149439617           |            |
|---------|------------------------|------------|-------------------------------------|----------------|---------------------|------------|
|         | 120599950              |            | ParID 120599950NW-S33-T15N-R16E-    |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 73313   | Freehold Mineral Lease | 10-22-2029 | Golden Wheel Parts & Equipment Ltd. | 115955130      | 149439752           |            |
|         | 120600391              |            | ParID 120600391SW-S33-T15N-R16E-    |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33506   | Freehold Mineral Lease | 08-16-2029 | Ronald Martin Iverson               | 115783117      | 186400975           |            |
|         | 131765520              |            | ParID 131765520NE-S3-T15N-R17E-     |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33471   | Freehold Mineral Lease | 08-10-2029 | Dorothy Lynn Tobias                 | 115773150      | 148688779           |            |
|         | 131765531              |            | ParID 131765531NW-S3-T15N-R17E-     |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33476   | Freehold Mineral Lease | 08-04-2029 | John Iverson                        | 115757781      | 148630440           |            |
|         | 131765531              |            | ParID 131765531NW-S3-T15N-R17E-     |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33651   | Freehold Mineral Lease | 08-16-2029 | Eleatha Ann Reniers                 | 115843282      | 148963472           |            |
|         | 161897013              |            | ParID 161897013SE-S3-T15N-R17E-     |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33472   | Freehold Mineral Lease | 08-10-2029 | Dorothy Lynn Tobias                 | 117038178      | 153725126           |            |
|         | 145403984              |            | ParID 145403984SW-S3-T15N-R17E-     |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33475   | Freehold Mineral Lease | 08-04-2029 | John Iverson                        | 115757499      | 148629527           |            |
|         | 145403984              |            | ParID 145403984SW-S3-T15N-R17E-     |                |                     |            |
|         | Remarks:               |            |                                     |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 32955   | Freehold Mineral Lease | 05-28-2029 | Dennis Dobrowolski                  | 115526707      | 147509208           |            |

145404019

ParID 145404019NE-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 34916   |                | Freehold Mineral Lease | 02-18-2030 | Kathleen Carole Dunbar | <b>116302047</b>    | <b>191143649</b> |

145404020

ParID 145404020NW-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 34920   |                | Freehold Mineral Lease | 02-18-2030 | Gary Grant Dunbar | <b>116302148</b>    | <b>191144820</b> |

145404020

ParID 145404020NW-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 32954   |                | Freehold Mineral Lease | 05-28-2029 | Dennis Dobrowolski | <b>115526897</b>    | <b>147509994</b> |

145404008

ParID 145404008SE-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 34915   |                | Freehold Mineral Lease | 02-18-2030 | Kathleen Carole Dunbar | <b>116307569</b>    | <b>191144707</b> |

131765564

ParID 131765564SW-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 34918   |                | Freehold Mineral Lease | 02-18-2030 | Gary Grant Dunbar | <b>116284800</b>    | <b>191144831</b> |

131765564

ParID 131765564SW-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------|---------------------|------------------|
| 32864   |                | Freehold Mineral Lease | 04-21-2029 | Reinhold Fredrich Euteneier and Hilda Elizabeth Euteneier, as joint tenants | <b>115656059</b>    | <b>148145104</b> |

145404031

ParID 145404031NE-S7-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------|---------------------|------------------|
| 34921   |                | Freehold Mineral Lease | 02-21-2030 | Dalvin Paul John Euteneier | <b>116260501</b>    | <b>150805032</b> |

131765597

ParID 131765597NW-S7-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34924   |                | Freehold Mineral Lease | 02-21-2030 | Dalinda Sylvia Euteneier | <b>116261186</b>    | <b>150808541</b> |

131765597

ParID 131765597NW-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------|---------------------|------------------|
| 32863   |                | Freehold Mineral Lease | 04-21-2029 | Reinhold Fredrich Euteneier | <b>115912986</b>    | <b>149435040</b> |

131765609

ParID 131765609SE-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------|---------------------|------------------|
| 34922   |                | Freehold Mineral Lease | 02-21-2030 | Dalvin Paul John Euteneier | <b>116260972</b>    | <b>150808114</b> |

145404042

ParID 145404042SW-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34923   |                | Freehold Mineral Lease | 02-21-2030 | Dalinda Sylvia Euteneier | <b>116260781</b>    | <b>150806606</b> |

145404042

ParID 145404042SW-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20009   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808423</b>    | <b>166111073</b> |

111411515

ParID 111411515NE-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33953   |                | Freehold Mineral Lease | 10-26-2029 | Brent Allen Prystupa and Leanne Laurie Prystupa as joint tenants | <b>115955905</b>    | <b>149442295</b> |

120672288

ParID 120672288NW-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20008   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808412</b>    | <b>166111039</b> |

111411526

ParID 111411526SE-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 32929   |                | Freehold Mineral Lease | 05-26-2029 | Wilfred John Euteneier | <b>115508897</b>    | <b>182585201</b> |

131764833

ParID 131764833SW-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 32929          |                       | Freehold Mineral Lease                        | 05-26-2029      | Wilfred John Euteneier<br>ParID 131764844SW-S8-T15N-R17E-                                                         | <b>115508897</b>           | <b>182585199</b>  |
|----------------|-----------------------|-----------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
|                | <b>131764844</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       |                                               |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33322          |                       | Freehold Mineral Lease                        | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 114347358NW-S9-T15N-R17E-                                       | <b>115695850</b>           | <b>148304796</b>  |
|                | <b>114347358</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       |                                               |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33478          |                       | Freehold Mineral Lease                        | 08-16-2029      | Ronald Martin Iverson and Eleatha Ann Reniers, as Joint Tenants<br>ParID 145404064SE-S9-T15N-R17E-                | <b>115758973</b>           | <b>148633645</b>  |
|                | <b>145404064</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Ext 28                                        |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33479          |                       | Freehold Mineral Lease                        | 08-16-2029      | Ronald Martin Iverson and Eleatha Ann Reniers, as Joint Tenants<br>ParID 145404075SE-S9-T15N-R17E-                | <b>115759323</b>           | <b>148634589</b>  |
|                | <b>145404075</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Ext 29                                        |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33323          |                       | Freehold Mineral Lease                        | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 114347369SW-S9-T15N-R17E-                                       | <b>115696222</b>           | <b>148306686</b>  |
|                | <b>114347369</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       |                                               |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 32903          |                       | Freehold Mineral Lease                        | 05-10-2029      | Harry Hodel<br>ParID 145404086NE-S13-T15N-R17E-                                                                   | <b>115566824</b>           | <b>147761163</b>  |
|                | <b>145404086</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Two parcels one 0.69acres and one 77.94 acres |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 32903          |                       | Freehold Mineral Lease                        | 05-10-2029      | Harry Hodel<br>ParID 145404097NE-S13-T15N-R17E-                                                                   | <b>115566824</b>           | <b>147761174</b>  |
|                | <b>145404097</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Two parcels one 0.69acres and one 77.94 acres |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 32904          |                       | Freehold Mineral Lease                        | 05-10-2029      | Harry Leonard Hodel, Personal Representative of the Estate of Josephine Hodel<br>ParID 145404097NE-S13-T15N-R17E- | <b>115567027</b>           | <b>147761725</b>  |
|                | <b>145404097</b>      |                                               |                 |                                                                                                                   |                            |                   |

**Remarks:** Two parcels - one 77.94acres and one 0.69 acres

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-------------------------------------------------------------------------------|---------------------|------------------|
| 32904   |                  | Freehold Mineral Lease | 05-10-2029 | Harry Leonard Hodel, Personal Representative of the Estate of Josephine Hodel | <b>115567027</b>    | <b>147761714</b> |
|         | <b>145404086</b> |                        |            | ParID 145404086NE-S13-T15N-R17E-                                              |                     |                  |

**Remarks:** Two parcels - one 77.94acres and one 0.69 acres

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 39276   |                  | Freehold Mineral Lease | 05-03-2031 | Paulette Posehn                  | <b>117375240</b>    | <b>155038653</b> |
|         | <b>131765700</b> |                        |            | ParID 131765700NW-S13-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 39277   |                  | Freehold Mineral Lease | 05-03-2031 | Paulette Marie Posehn            | <b>117375239</b>    | <b>155038642</b> |
|         | <b>131765722</b> |                        |            | ParID 131765722SW-S13-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33406   |                  | Freehold Mineral Lease | 07-20-2029 | James McIntosh                   | <b>115731996</b>    | <b>149131100</b> |
|         | <b>145404132</b> |                        |            | ParID 145404132NE-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33301   |                  | Freehold Mineral Lease | 07-13-2029 | Arnold Fred Leippi               | <b>115695120</b>    | <b>148299485</b> |
|         | <b>145404110</b> |                        |            | ParID 145404110NE-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 32719   |                  | Freehold Mineral Lease | 03-26-2029 | Linda Catherine Fahlman          | <b>115367834</b>    | <b>146685404</b> |
|         | <b>145404121</b> |                        |            | ParID 145404121NW-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 32720   |                  | Freehold Mineral Lease | 03-26-2029 | Rita Ann Wilde                   | <b>115367913</b>    | <b>146685561</b> |
|         | <b>145404121</b> |                        |            | ParID 145404121NW-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 32721   |                  | Freehold Mineral Lease | 03-26-2029 | Wanda Mae Posehn                 | <b>115367700</b>    | <b>146684997</b> |
|         | <b>145404121</b> |                        |            | ParID 145404121NW-S15-T15N-R17E- |                     |                  |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                        | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------|----------------------------|-------------------|
| 33321          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 145404121NW-S15-T15N-R17E- | <b>115696389</b>           | <b>148307160</b>  |
|                | <b>145404121</b>      |                        |                 |                                                                              |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 34966          |                       | Freehold Mineral Lease | 03-04-2030      | James Willis McIntosh and June Dianne McIntosh as joint tenants<br>ParID 145404143SE-S15-T15N-R17E- | <b>116309280</b>           | <b>150978101</b>  |
|                | <b>145404143</b>      |                        |                 |                                                                                                     |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                        | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------|----------------------------|-------------------|
| 33327          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 112027249SW-S15-T15N-R17E- | <b>115696626</b>           | <b>188903368</b>  |
|                | <b>112027249</b>      |                        |                 |                                                                              |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 33474          |                       | Freehold Mineral Lease | 08-10-2029      | Harold Posehn and Bernadette Posehn, as joint tenants<br>ParID 114289083NE-S17-T15N-R17E- | <b>115934104</b>           | <b>149362241</b>  |
|                | <b>114289083</b>      |                        |                 |                                                                                           |                            |                   |

**Remarks:** Blk Par A Plan No 101328757 Ext 17

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                                                    | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 37492          |                       | Freehold Mineral Lease | 10-25-2030      | Bonnie Anne MacKenzie, Gaylynne Garven Wesley, Johnathon MacKenzie, Lonnie MacKenzie, Aaron Amberson<br>ParID 145404154NE-S17-T15N-R17E- | <b>117014857</b>           | <b>153631391</b>  |
|                | <b>145404154</b>      |                        |                 |                                                                                                                                          |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                  | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|--------------------------------------------------------|----------------------------|-------------------|
| 33319          |                       | Freehold Mineral Lease | 07-14-2029      | Cory August Posehn<br>ParID 145404176NW-S17-T15N-R17E- | <b>115699203</b>           | <b>148316654</b>  |
|                | <b>145404176</b>      |                        |                 |                                                        |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 33473          |                       | Freehold Mineral Lease | 08-10-2029      | Harold Posehn and Bernadette Posehn, as joint tenants<br>ParID 114289106SE-S17-T15N-R17E- | <b>115757039</b>           | <b>148625635</b>  |
|                | <b>114289106</b>      |                        |                 |                                                                                           |                            |                   |

**Remarks:** Blk Par B Plan No 101328757 Ext. 18

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                             | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 37491   |                  | Freehold Mineral Lease | 10-25-2030 | Bonnie Anne MacKenzie,<br>Gaylynne Garven Wesley,<br>Johnathon MacKenzie, Lonnie MacKenzie, Aaron Amberson | <b>117014879</b>    | <b>153631414</b> |
|         | <b>145404165</b> |                        |            | ParID 145404165SE-S17-T15N-R17E-                                                                           |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33332   |                  | Freehold Mineral Lease | 07-13-2029 | Arnold Fred Leippi               | <b>115695142</b>    | <b>148299508</b> |
|         | <b>131765946</b> |                        |            | ParID 131765946NE-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 34840   |                  | Freehold Mineral Lease | 02-11-2030 | Karl Edward Posehn               | <b>116248125</b>    | <b>186767364</b> |
|         | <b>145404198</b> |                        |            | ParID 145404198NW-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                               | Interest Register # | Interest #                                                                   |
|---------|------------------|------------------------|------------|--------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|
| 35141   |                  | Freehold Mineral Lease | 03-11-2030 | Lawrence Edward Posehn,<br>attorney for Walter Arthur Posehn | <b>116358060</b>    | <b>159983500</b><br><b>159983511</b><br><b>159983522</b><br><b>186559666</b> |
|         | <b>145404198</b> |                        |            | ParID 145404198NW-S19-T15N-R17E-                             |                     |                                                                              |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33329   |                  | Freehold Mineral Lease | 07-13-2029 | Arnold Fred Leippi               | <b>115695096</b>    | <b>148299373</b> |
|         | <b>131765957</b> |                        |            | ParID 131765957SE-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33328   |                  | Freehold Mineral Lease | 07-13-2029 | Leippi Farms Inc                 | <b>115695085</b>    | <b>177614185</b> |
|         | <b>131925494</b> |                        |            | ParID 131925494SW-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                           | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------|---------------------|------------------|
| 34376   |                  | Freehold Mineral Lease | 12-15-2029 | The Rural Municipality of Lajord No. 128 | <b>116102203</b>    | <b>150184335</b> |
|         | <b>145404299</b> |                        |            | ParID 145404299NE-S21-T15N-R17E-         |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 32722     | Freehold Mineral Lease | 04-08-2029 | Wilfred Wilhelm Leippi and Mona Rosa Leippi as joint tenants | 115365034      | 186268371              |            |
|-----------|------------------------|------------|--------------------------------------------------------------|----------------|------------------------|------------|
| 145404244 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33326     | Freehold Mineral Lease | 07-14-2029 | Larry Robert and Gwendelyne Marie Posehn                     | 115696693      | 148308228              |            |
| 145404277 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33687     | Freehold Mineral Lease | 09-23-2029 | Paul Robert Harvie Fahlman                                   | 117038134      | 153725047              |            |
| 131766105 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 32940     | Freehold Mineral Lease | 05-27-2029 | Gerald Alfred Leippi                                         | 115526358      | 147508072              |            |
| 131765890 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33403     | Freehold Mineral Lease | 07-20-2029 | James McIntosh                                               | 115732515      | 149131256              |            |
| 145404356 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33405     | Freehold Mineral Lease | 07-20-2029 | James McIntosh                                               | 115732391      | 149131212              |            |
| 145404345 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 32718     | Freehold Mineral Lease | 04-08-2029 | Mona Rosa Leippi                                             | 115449037      | 147143099              |            |
| 111752759 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 32825     | Freehold Mineral Lease | 04-15-2029 | Walter Fieseler, Attorney for Vera Olga Fieseler             | 115567016      | 177189766<br>177189845 |            |
| 111752759 |                        |            |                                                              |                |                        |            |



**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 33404          |                       | Freehold Mineral Lease | 07-20-2029      | James McIntosh                   | <b>115732447</b>           | <b>149131177</b>  |
|                | <b>145404367</b>      |                        |                 | ParID 145404367SE-S23-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------|----------------------------|-------------------|
| 33827          |                       | Freehold Mineral Lease | 07-20-2029      | James Willis McIntosh and June Dianne McIntosh as joint tenants | <b>115716168</b>           | <b>148444870</b>  |
|                | <b>145404334</b>      |                        |                 | ParID 145404334SW-S23-T15N-R17E-                                |                            |                   |

**Remarks:** Ext 42

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------|----------------------------|-------------------|
| 33828          |                       | Freehold Mineral Lease | 07-20-2029      | James Willis McIntosh and June Dianne McIntosh as joint tenants | <b>115716135</b>           | <b>148444791</b>  |
|                | <b>145404390</b>      |                        |                 | ParID 145404390SW-S23-T15N-R17E-                                |                            |                   |

**Remarks:** Ext 39

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36822          |                       | Freehold Mineral Lease | 08-29-2030      | Brandon Joseph Kelsch            | <b>116813099</b>           | <b>152915249</b>  |
|                | <b>145404413</b>      |                        |                 | ParID 145404413NW-S25-T15N-R17E- |                            |                   |

**Remarks:** Blk/Par A Plan No 101328960 Ext 43

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 32865          |                       | Freehold Mineral Lease | 04-27-2029      | Doreen Christina Bundus          | <b>115450208</b>           | <b>183879769</b>  |
|                | <b>145404424</b>      |                        |                 | ParID 145404424NW-S25-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37308          |                       | Freehold Mineral Lease | 11-01-2030      | Edith Ethel Kunellis             | <b>116956929</b>           | <b>153406593</b>  |
|                | <b>131766352</b>      |                        |                 | ParID 131766352SE-S25-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 32840          |                       | Freehold Mineral Lease | 03-29-2029      | Art Bundus                       | <b>115448878</b>           | <b>182668854</b>  |
|                | <b>145404435</b>      |                        |                 | ParID 145404435SW-S25-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------|----------------------------|-------------------|
| 32841          |                       | Freehold Mineral Lease | 03-29-2029      | Doreen Christina Bundus | <b>115448801</b>           | <b>182668843</b>  |

145404435

ParID 145404435SW-S25-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------|
| 33795   |                | Freehold Mineral Lease | 08-31-2029 | Raymond Schmidt | 115929221           | 175073621  |

145404457

ParID 145404457NE-S26-  
T15N-R17E-

Remarks: Ext 3

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------|
| 33796   |                | Freehold Mineral Lease | 08-31-2029 | Raymond Schmidt | 115929298           | 175073632  |

145404468

ParID 145404468NW-S26-  
T15N-R17E-

Remarks: Ext 4

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 34388   |                | Freehold Mineral Lease | 12-06-2029 | Murray Douglas McNish | 116099545           | 186069763  |

164729593

ParID 164729593SE-S26-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 34388   |                | Freehold Mineral Lease | 12-06-2029 | Murray Douglas McNish | 116099545           | 186069729  |

164729605

ParID 164729605SE-S26-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------|
| 33708   |                | Freehold Mineral Lease | 08-31-2029 | Raymond Schmidt | 115822357           | 175073643  |

145404479

ParID 145404479SW-S26-  
T15N-R17E-

Remarks: Ext 5

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38295   |                | Freehold Mineral Lease | 01-20-2031 | Shelley Chibi  | 117183225           | 154282967  |

145404503

ParID 145404503SW-S26-  
T15N-R17E-

Remarks: Blk Par D Plan No 101945189 Ext 21

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38223   |                | Freehold Mineral Lease | 12-20-2030 | Barry Ernest Posehn | 117118032           | 154037594  |

145404503

ParID 145404503SW-S26-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38224   |                | Freehold Mineral Lease | 12-20-2030 | Barry Ernest Posehn | 117118065           | 154037729  |

145404514

ParID 145404514SW-S26-  
T15N-R17E-

**Remarks:** BLK/PAR D-Plan extention 21

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38294   |                  | Freehold Mineral Lease | 01-20-2031 | Lyle Posehn                      | <b>117183236</b>    | <b>154283014</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38294   |                  | Freehold Mineral Lease | 01-20-2031 | Lyle Posehn                      | <b>117183236</b>    | <b>154283003</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38295   |                  | Freehold Mineral Lease | 01-20-2031 | Shelley Chibi                    | <b>117183225</b>    | <b>154282956</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38296   |                  | Freehold Mineral Lease | 01-20-2031 | Daryl Posehn                     | <b>117183001</b>    | <b>193002364</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21/Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38296   |                  | Freehold Mineral Lease | 01-20-2031 | Daryl Posehn                     | <b>117183001</b>    | <b>193002386</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21/Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38323   |                  | Freehold Mineral Lease | 01-23-2031 | Gary Posehn                      | <b>117183449</b>    | <b>154283597</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38323   |                  | Freehold Mineral Lease | 01-23-2031 | Gary Posehn                      | <b>117183449</b>    | <b>154283609</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38324   |                  | Freehold Mineral Lease | 01-26-2031 | Randy Posehn                     | <b>117491115</b>    | <b>155477784</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38324   |                  | Freehold Mineral Lease | 01-26-2031 | Randy Posehn                     | <b>117491115</b>    | <b>155477795</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38640   |                  | Freehold Mineral Lease | 02-21-2031 | Linda Faye Van Gaalen            | <b>117262100</b>    | <b>154575210</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38640   |                  | Freehold Mineral Lease | 02-21-2031 | Linda Faye Van Gaalen            | <b>117262100</b>    | <b>154575221</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38737   |                  | Freehold Mineral Lease | 03-08-2031 | Kathleen Sandra Williams         | <b>117272426</b>    | <b>154627274</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38737   |                  | Freehold Mineral Lease | 03-08-2031 | Kathleen Sandra Williams         | <b>117272426</b>    | <b>154627285</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38738   |                  | Freehold Mineral Lease | 03-08-2031 | Lauren Marie Letros              | <b>117272415</b>    | <b>154627252</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38738   |                  | Freehold Mineral Lease | 03-08-2031 | Lauren Marie Letros              | <b>117272415</b>    | <b>154627263</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
|---------|------------------|------------------------|------------|--------------------------------------------------|---------------------|----------------------------------------------------------|
| 32930   |                  | Freehold Mineral Lease | 05-13-2029 | Esther Louise Love                               | <b>115508235</b>    | <b>147425430</b>                                         |
|         | <b>145404604</b> |                        |            | ParID 145404604NE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32951   |                  | Freehold Mineral Lease | 06-01-2029 | Mona Rosa Leippi                                 | <b>115527450</b>    | <b>147512370</b>                                         |
|         | <b>145404547</b> |                        |            | ParID 145404547NE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 33160   |                  | Freehold Mineral Lease | 06-10-2029 | Walter Fieseler, Attorney for Vera Olga Fieseler | <b>115578535</b>    | <b>177190319</b><br><b>177190331</b>                     |
|         | <b>145404547</b> |                        |            | ParID 145404547NE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32920   |                  | Freehold Mineral Lease | 05-25-2029 | Fred Frey                                        | <b>115507447</b>    | <b>184707704</b><br><b>184723825</b><br><b>184732814</b> |
|         | <b>145404626</b> |                        |            | ParID 145404626NW-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32953   |                  | Freehold Mineral Lease | 06-01-2029 | Mona Rosa Leippi                                 | <b>115528114</b>    | <b>147515126</b>                                         |
|         | <b>145404558</b> |                        |            | ParID 145404558NW-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 33159   |                  | Freehold Mineral Lease | 06-10-2029 | Walter Fieseler, Attorney for Vera Olga Fieseler | <b>115577567</b>    | <b>177190173</b><br><b>177190218</b>                     |
|         | <b>145404558</b> |                        |            | ParID 145404558NW-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32931   |                  | Freehold Mineral Lease | 05-13-2029 | Esther Louise Love                               | <b>115508808</b>    | <b>147427555</b>                                         |
|         | <b>145404615</b> |                        |            | ParID 145404615SE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32952   |                  | Freehold Mineral Lease | 06-01-2029 | Mona Rosa Leippi                                 | <b>115527292</b>    | <b>147511874</b>                                         |
|         | <b>145404569</b> |                        |            | ParID 145404569SE-S27-T15N-R17E-                 |                     |                                                          |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
|----------------|-----------------------|------------------------|-----------------|--------------------------------------------------|----------------------------|--------------------------------------|
| 33161          |                       | Freehold Mineral Lease | 06-10-2029      | Walter Fieseler, Attorney for Vera Olga Fieseler | <b>115577613</b>           | <b>177190432</b><br><b>177190454</b> |
|                | <b>145404569</b>      |                        |                 | ParID 145404569SE-S27-T15N-R17E-                 |                            |                                      |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 32932          |                       | Freehold Mineral Lease | 05-13-2029      | Esther Louise Love               | <b>115508741</b>           | <b>147427410</b>  |
|                | <b>131766420</b>      |                        |                 | ParID 131766420SW-S27-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34917          |                       | Freehold Mineral Lease | 02-18-2030      | Kathleen Carole Dunbar           | <b>116302092</b>           | <b>191144842</b>  |
|                | <b>145404637</b>      |                        |                 | ParID 145404637NW-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34919          |                       | Freehold Mineral Lease | 02-18-2030      | Gary Grant Dunbar                | <b>116302058</b>           | <b>150952811</b>  |
|                | <b>145404637</b>      |                        |                 | ParID 145404637NW-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34901          |                       | Freehold Mineral Lease | 02-18-2030      | Karl Edward Posehn               | <b>116284440</b>           | <b>186767353</b>  |
|                | <b>145404200</b>      |                        |                 | ParID 145404200SE-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                     | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------|----------------------------|------------------------------------------------------------------------------|
| 35140          |                       | Freehold Mineral Lease | 03-11-2030      | Lawrence Edward Posehn, attorney for Walter Arthur Posehn | <b>116358082</b>           | <b>159982464</b><br><b>159982475</b><br><b>159982486</b><br><b>186559576</b> |
|                | <b>145404200</b>      |                        |                 | ParID 145404200SE-S31-T15N-R17E-                          |                            |                                                                              |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34900          |                       | Freehold Mineral Lease | 02-18-2030      | Karl Edward Posehn               | <b>116284417</b>           | <b>186767342</b>  |
|                | <b>145404211</b>      |                        |                 | ParID 145404211SW-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                              | <b>Interest Register #</b> | <b>Interest #</b>                    |
|----------------|-----------------------|------------------------|-----------------|----------------------------------------------------|----------------------------|--------------------------------------|
| 35142          |                       | Freehold Mineral Lease | 03-11-2030      | Lawrence Edward Posehn, attorney for Walter Arthur | <b>116358059</b>           | <b>159984545</b><br><b>159984556</b> |

attorney for Walter Arthur  
Posehn

**159984567**  
**186559587**

**145404211**

ParID 145404211SW-S31-  
T15N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 73602   |                | Freehold Mineral Lease | 04-27-2030 | Karl Edward Posehn and Kathleen Karen Posehn, as joint tenants | <b>116406615</b>    | <b>186559688</b> |

**164538377**

ParID 164538377SE-S33-  
T15N-R17E-

**Remarks:** Ext1&Ext2. by MG Jun17 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 73602   |                | Freehold Mineral Lease | 04-27-2030 | Karl Edward Posehn and Kathleen Karen Posehn, as joint tenants | <b>116406615</b>    | <b>186559701</b> |

**164538388**

ParID 164538388SE-S33-  
T15N-R17E-

**Remarks:** Ext1&Ext2. by MG Jun17 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 73601   |                | Freehold Mineral Lease | 10-18-2029 | Hunter Creek Farm Ltd. | <b>115947681</b>    | <b>149413013</b> |

**131766598**

ParID 131766598SW-S33-  
T15N-R17E-

**Remarks:** Ext 33,157 acres in acquisition report. by MG Jun16 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|----------------|---------------------|--------------------------------------|
| 73603   |                | Freehold Mineral Lease | 04-21-2030 | Arthur Flett   | <b>116402105</b>    | <b>151403497</b><br><b>151403509</b> |

**145404659**

ParID 145404659NW-S35-  
T15N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|----------------|---------------------|--------------------------------------|
| 73604   |                | Freehold Mineral Lease | 04-21-2030 | Arthur Flett   | <b>116402228</b>    | <b>151403958</b><br><b>151403969</b> |

**145404671**

ParID 145404671SW-S35-  
T15N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35413   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428338</b>    | <b>152282381</b><br><b>173117864</b><br><b>190816241</b> |

**131871630**

ParID 131871630NE-S1-  
T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                           | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|----------------------------------------------------------|---------------------|--------------------------------------|
| 35411   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as | <b>116428282</b>    | <b>152282695</b><br><b>173117718</b> |

de Laar and Ritva Wheaton as  
joint tenants

190816319

131871641

ParID 131871641NW-S1-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|-------------------------------------|
| 35412   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | 116428305           | 152282752<br>173117741<br>190816320 |

131871652

ParID 131871652SE-S1-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|-------------------------------------|
| 35416   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | 116429137           | 152282493<br>173117774<br>190816252 |

131871663

ParID 131871663SW-S1-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------|
| 39451   |                | Freehold Mineral Lease | 05-19-2031 | Johnstone Davis Warrener Clarke | 117430949           | 155256970  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor            | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------|---------------------|------------|
| 39522   |                | Freehold Mineral Lease | 05-24-2031 | Neil William James Clarke | 117440647           | 166161034  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 39557   |                | Freehold Mineral Lease | 05-23-2031 | Richard Bruce Clarke | 117455687           | 155345395  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------|
| 39560   |                | Freehold Mineral Lease | 05-23-2031 | Kenneth Russell Clarke | 117456880           | 155351358  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------|
| 39450   |                | Freehold Mineral Lease | 05-19-2031 | Johnstone Davis Warrener Clarke | 117431131           | 155258039  |

131871405

ParID 131871405NW-S7-  
T15N-R18E-



**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39524          |                       | Freehold Mineral Lease | 05-24-2031      | Neil William James Clarke       | <b>117440209</b>           | <b>166161012</b>  |
|                | <b>131871405</b>      |                        |                 | ParID 131871405NW-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39562          |                       | Freehold Mineral Lease | 05-23-2031      | Richard Bruce Clarke            | <b>117455643</b>           | <b>155345339</b>  |
|                | <b>131871405</b>      |                        |                 | ParID 131871405NW-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39584          |                       | Freehold Mineral Lease | 05-23-2031      | Kenneth Russell Clarke          | <b>117467006</b>           | <b>155393893</b>  |
|                | <b>131871405</b>      |                        |                 | ParID 131871405NW-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39449          |                       | Freehold Mineral Lease | 05-19-2031      | Johnstone Davis Warrener Clarke | <b>117431186</b>           | <b>155258231</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39523          |                       | Freehold Mineral Lease | 05-24-2031      | Neil William James Clarke       | <b>117440579</b>           | <b>166161001</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39556          |                       | Freehold Mineral Lease | 05-23-2031      | Richard Bruce Clarke            | <b>117455700</b>           | <b>155345418</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39558          |                       | Freehold Mineral Lease | 05-23-2031      | Kenneth Russell Clarke          | <b>117458433</b>           | <b>155356825</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39448          |                       | Freehold Mineral Lease | 05-19-2031      | Johnstone Davis Warrener Clarke | <b>117431276</b>           | <b>155258567</b>  |
|                | <b>145395366</b>      |                        |                 | ParID 145395366SW-S7-T15N-R18E- |                            |                   |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 39525   |                  | Freehold Mineral Lease | 05-24-2031 | Neil William James Clarke       | <b>117439926</b>    | <b>166161023</b> |
|         | <b>145395366</b> |                        |            | ParID 145395366SW-S7-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 39559   |                  | Freehold Mineral Lease | 05-23-2031 | Kenneth Russell Clarke          | <b>117458343</b>    | <b>155356656</b> |
|         | <b>145395366</b> |                        |            | ParID 145395366SW-S7-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 39561   |                  | Freehold Mineral Lease | 05-23-2031 | Richard Bruce Clarke            | <b>117455654</b>    | <b>155345340</b> |
|         | <b>145395366</b> |                        |            | ParID 145395366SW-S7-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35415   |                  | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428732</b>    | <b>152282998</b><br><b>173117640</b><br><b>190816342</b> |
|         | <b>131871270</b> |                        |            | ParID 131871270NE-S13-T15N-R18E-                                       |                     |                                                          |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35414   |                  | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428721</b>    | <b>152282291</b><br><b>173117819</b><br><b>190816230</b> |
|         | <b>131871281</b> |                        |            | ParID 131871281NW-S13-T15N-R18E-                                       |                     |                                                          |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35410   |                  | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428259</b>    | <b>152282628</b><br><b>173117785</b><br><b>190816308</b> |
|         | <b>131871292</b> |                        |            | ParID 131871292SE-S13-T15N-R18E-                                       |                     |                                                          |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35409   |                  | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428158</b>    | <b>152282886</b><br><b>173117684</b><br><b>190816331</b> |
|         | <b>131871304</b> |                        |            | ParID 131871304SW-S13-T15N-R18E-                                       |                     |                                                          |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 41676   |                  | Freehold Mineral Lease | 01-03-2022 | Elaine June Cooper               | <b>118031958</b>    | <b>181603841</b> |
|         | <b>131871089</b> |                        |            | ParID 131871089NW-S15-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                           | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------|---------------------|------------------|
| 39555   |                  | Freehold Mineral Lease | 05-25-2031 | Barbara Clarke Ingamells,<br>Personal representative of the<br>estate of Wallace Beattie | <b>117456576</b>    | <b>160854284</b> |
|         | <b>131870998</b> |                        |            | ParID 131870998NE-S17-T15N-R18E-                                                         |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                           | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------|---------------------|------------------|
| 39554   |                  | Freehold Mineral Lease | 05-25-2031 | Barbara Clarke Ingamells,<br>Personal representative of the<br>estate of Wallace Beattie | <b>117456510</b>    | <b>160854273</b> |
|         | <b>131871001</b> |                        |            | ParID 131871001SE-S17-T15N-R18E-                                                         |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 39447   |                  | Freehold Mineral Lease | 05-23-2031 | Wallace Wayne Clarke             | <b>117431805</b>    | <b>155260436</b> |
|         | <b>131871012</b> |                        |            | ParID 131871012SW-S17-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 41675   |                  | Freehold Mineral Lease | 12-22-2021 | Clayton Kelly Yurkoski           | <b>118031903</b>    | <b>157630833</b> |
|         | <b>131870909</b> |                        |            | ParID 131870909SE-S19-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 40316   |                  | Freehold Mineral Lease | 07-14-2021 | Dennis Dobrowolski               | <b>117745803</b>    | <b>156422886</b> |
|         | <b>120599051</b> |                        |            | ParID 120599051NE-S21-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 40317   |                  | Freehold Mineral Lease | 07-14-2021 | Dennis Dobrowolski               | <b>117745612</b>    | <b>156422437</b> |
|         | <b>120599062</b> |                        |            | ParID 120599062NW-S21-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 39381          |                       | Freehold Mineral Lease | 05-08-2031      | William H. Long                                                             | <b>117414615</b>           | <b>177043428</b>                                                             |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------|
|                | <b>111238332</b>      |                        |                 | ParID 111238332NE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 38322          |                       | Freehold Mineral Lease | 01-27-2031      | Lois Eileen Long, personal representative of the estate of Arthur Ross Long | <b>117183304</b>           | <b>168730421</b><br><b>168730443</b><br><b>168730465</b><br><b>188516087</b> |
|                | <b>111238332</b>      |                        |                 | ParID 111238332NE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 35740          |                       | Freehold Mineral Lease | 05-16-2030      | Robert Carole Long                                                          | <b>116507763</b>           | <b>151804133</b>                                                             |
|                | <b>111238332</b>      |                        |                 | ParID 111238332NE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 38321          |                       | Freehold Mineral Lease | 01-27-2031      | Lois Eileen Long, personal representative of the estate of Arthur Ross Long | <b>117183269</b>           | <b>168730274</b><br><b>168730364</b><br><b>168730386</b><br><b>188516065</b> |
|                | <b>111238163</b>      |                        |                 | ParID 111238163NW-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 35741          |                       | Freehold Mineral Lease | 05-16-2030      | Robert Carole Long                                                          | <b>116507741</b>           | <b>151804100</b>                                                             |
|                | <b>111238679</b>      |                        |                 | ParID 111238679SE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 39382          |                       | Freehold Mineral Lease | 05-08-2031      | William H. Long                                                             | <b>117414468</b>           | <b>177043417</b>                                                             |
|                | <b>111238174</b>      |                        |                 | ParID 111238174SW-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 35016          |                       | Freehold Mineral Lease | 03-09-2030      | Howard Malcolm McCall and Gladys May McCall, as joint tenants               | <b>117038167</b>           | <b>180107805</b><br><b>180107827</b><br><b>180107939</b>                     |
|                | <b>131870831</b>      |                        |                 | ParID 131870831NE-S24-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |

|           |                        |                        |                                  |                                                        |                     |            |
|-----------|------------------------|------------------------|----------------------------------|--------------------------------------------------------|---------------------|------------|
| 34934     | Freehold Mineral Lease | 02-23-2030             | John Alexander McCall            | 116295251                                              | 150928049           |            |
| 131870774 |                        |                        | ParID 131870774NE-S25-T15N-R18E- |                                                        |                     |            |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 35651     |                        | Freehold Mineral Lease | 05-02-2030                       | Margaret Alkan                                         | 116494241           | 169321002  |
| 131870808 |                        |                        | ParID 131870808NW-S25-T15N-R18E- |                                                        |                     | 169321024  |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 34935     |                        | Freehold Mineral Lease | 02-23-2030                       | John Alexander McCall                                  | 116295295           | 150928128  |
| 131870796 |                        |                        | ParID 131870796SE-S25-T15N-R18E- |                                                        |                     |            |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 35680     |                        | Freehold Mineral Lease | 05-02-2030                       | Margaret Alkan                                         | 116487513           | 169321046  |
| 131870819 |                        |                        | ParID 131870819SW-S25-T15N-R18E- |                                                        |                     | 169321282  |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 34770     |                        | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246077           | 164448614  |
| 131947656 |                        |                        | ParID 131947656NE-S26-T15N-R18E- |                                                        |                     |            |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 34787     |                        | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246022           | 164448636  |
| 131947667 |                        |                        | ParID 131947667NW-S26-T15N-R18E- |                                                        |                     |            |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 34768     |                        | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246011           | 164448658  |
| 131947678 |                        |                        | ParID 131947678SE-S26-T15N-R18E- |                                                        |                     |            |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 34786     |                        | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246044           | 164448579  |
| 111323764 |                        |                        | ParID 111323764SW-S26-T15N-R18E- |                                                        |                     |            |
| Remarks:  |                        |                        |                                  |                                                        |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type              | Exp Date                         | Grantor/Lessor                                         | Interest Register # | Interest # |
| 35061     |                        | Freehold Mineral Lease | 03-21-2030                       | Hugh Cameron Gherasim and Tracy Dawn Gherasim as joint | 116326414           | 193328792  |

they own the same as joint tenants

**131870684**

ParID 131870684NE-S35-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 34769   |                | Freehold Mineral Lease | 02-12-2030 | Barry Robert Frisk | <b>116246190</b>    | <b>164448591</b> |

**111324462**

ParID 111324462SE-S35-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------|---------------------|------------------|
| 37450   |                | Freehold Mineral Lease | 10-14-2030 | Linda Louise Royan and Grant Royan as Joint Tenants | <b>117003754</b>    | <b>153583421</b> |

**120671322**

ParID 120671322SW-S35-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 34936   |                | Freehold Mineral Lease | 02-23-2030 | John Alexander McCall | <b>116295239</b>    | <b>150928027</b> |

**131870594**

ParID 131870594SW-S36-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 73502   |                | Freehold Mineral Lease | 08-17-2029 | Alfred Jacob Euteneier | <b>115776074</b>    | <b>186620654</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 73505   |                | Freehold Mineral Lease | 08-18-2029 | Walter Henry Euteneier | <b>115780473</b>    | <b>162777336</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 73509   |                | Freehold Mineral Lease | 08-18-2029 | Aaron Karl Euteneier | <b>115780530</b>    | <b>157803936</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------|---------------------|------------------|
| 73512   |                | Freehold Mineral Lease | 08-16-2029 | Jacqueline Christine Plunz | <b>115776489</b>    | <b>148709728</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 73503          |                       | Freehold Mineral Lease | 08-17-2029      | Alfred Jacob Euteneier          | <b>115776096</b>           | <b>186620665</b>  |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73506          |                       | Freehold Mineral Lease | 08-18-2029      | Walter Henry Euteneier          | <b>115780495</b>           | <b>162777347</b>  |
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73510          |                       | Freehold Mineral Lease | 08-18-2029      | Aaron Karl Euteneier            | <b>115780574</b>           | <b>157803925</b>  |
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73513          |                       | Freehold Mineral Lease | 08-16-2029      | Jacqueline Christine Plunz      | <b>115776524</b>           | <b>148709773</b>  |
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73504          |                       | Freehold Mineral Lease | 08-17-2029      | Alfred Jacob Euteneier          | <b>115776603</b>           | <b>186620643</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73508          |                       | Freehold Mineral Lease | 08-18-2029      | Walter Henry Euteneier          | <b>115780507</b>           | <b>162777325</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73511          |                       | Freehold Mineral Lease | 08-18-2029      | Aaron Karl Euteneier            | <b>115780552</b>           | <b>157803891</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73514          |                       | Freehold Mineral Lease | 08-16-2029      | Jacqueline Christine Plunz      | <b>115776568</b>           | <b>148709841</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |

| 33361   | Freehold Mineral Lease | 07-21-2029                  | Walter James Baylor                       | 115751785      | 179871485           |            |
|---------|------------------------|-----------------------------|-------------------------------------------|----------------|---------------------|------------|
|         | 131845877              |                             | ParID 131845877NW-S18-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73516   | Freehold Mineral Lease | 09-08-2029                  | Melvin Wilfred Buehler                    | 115907272      | 174604710           |            |
|         | 165108315              |                             | ParID 165108315NE-S21-T16N-R18E-          |                |                     |            |
|         | Remarks:               | Ext1&Ext2. by MG Jun18 2017 |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73516   | Freehold Mineral Lease | 09-08-2029                  | Melvin Wilfred Buehler                    | 115907272      | 170153300           |            |
|         | 165108326              |                             | ParID 165108326NE-S21-T16N-R18E-          |                |                     |            |
|         | Remarks:               | Ext1&Ext2. by MG Jun18 2017 |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73517   | Freehold Mineral Lease | 09-08-2029                  | Melvin Wilfred Buehler                    | 115907227      | 174604664           |            |
|         | 131845765              |                             | ParID 131845765NW-S21-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73501   | Freehold Mineral Lease | 08-04-2029                  | Marilyn Mallow                            | 115772384      | 148686463           |            |
|         | 131845439              |                             | ParID 131845439NW-S26-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73519   | Freehold Mineral Lease | 10-18-2029                  | Hunter Creek Farm Ltd.                    | 115965029      | 149477743           |            |
|         | 131845406              |                             | ParID 131845406NE-S27-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73520   | Freehold Mineral Lease | 10-18-2029                  | Hunter Creek Farm Ltd.                    | 115948008      | 149413530           |            |
|         | 131845417              |                             | ParID 131845417NW-S27-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73518   | Freehold Mineral Lease | 10-18-2029                  | Kenneth Edward Etter & Susan Louise Etter | 115947692      | 149413024           |            |
|         | 131845103              |                             | ParID 131845103NW-S33-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 73521   |                  | Freehold Mineral Lease | 10-18-2029 | Hunter Creek Farm Ltd.<br>ParID 131845068SE-S33-T16N-R18E- | <b>115948075</b>    | <b>149413675</b> |
|         | <b>131845068</b> |                        |            |                                                            |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 73522   |                  | Freehold Mineral Lease | 10-18-2029 | Hunter Creek Farm Ltd.<br>ParID 131845114SW-S33-T16N-R18E- | <b>115948299</b>    | <b>149414115</b> |
|         | <b>131845114</b> |                        |            |                                                            |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |

**SCHEDULE "C"**  
**DESCRIPTION OF SURFACE LEASES**

Surface Lease dated October 23, 2017 on Surface Parcel #107605076 granted by Lee and Laurie Moats in favour of Western Potash Corp and Registered against the lands as Interest Register #122571143.

This is **Exhibit “ Q ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Evan Cobb", written in a cursive style.

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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**DEBENTURE**

**GRANTED TO:** WPC (JERSEY) LIMITED, as Lender

**GRANTED BY:** 0907414 B.C. LTD., as Debtor

**DATE:** May 16, 2022

**PRINCIPAL AMOUNT:** \$85,000,000

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Lender, the Debtor hereby delivers this agreement to the Lender and agrees as follows:

**Definitions and Interpretation**

1. In this agreement, the following words shall, unless otherwise provided, have the meanings set out below:

**"Account Control Agreement"** means, with respect to a securities account, a securities account control agreement between the Debtor, the Lender and the securities intermediary which maintains such securities account on behalf of the Debtor, as the same may be amended, modified, supplemented or restated from time to time.

**"Applicable Law"** means, in relation to any Person, property, transaction or event, all applicable provisions (or mandatory applicable provisions, if so specified) of federal, provincial, state, municipal or local laws, statutes, rules, regulations, by-laws, official directives and orders of all Governmental Authorities and all Governmental Actions in which the Person in question is a party or by which it is bound or having application to the Person, property, transaction or event;

**"Borrower"** means Western Potash Corp., and its successors and assigns;

**"Business Day"** has the meaning ascribed thereto in the Credit Agreement;

**"Collateral"** means all present and future personal and real property, assets and undertaking of the Debtor mortgaged, charged, hypothecated or made subject to a security interest pursuant to this agreement, including, for greater certainty, the Lands;

**"Contractual Right"** means any agreement, right, franchise, licence, authorization, approval, privilege or permit (a) to which the Debtor is now or hereafter becomes a party, (b) in which the Debtor now or hereafter has any interest or (c) of which the Debtor is or hereafter becomes a beneficiary;

**"Credit Agreement"** means the facility agreement dated as of April 28, 2022 among, *inter alia*, the Borrower, as borrower, the Debtor, as a guarantor and the Lender, as lender, as amended, supplemented, otherwise modified, restated or replaced from time to time;

**"Debtor"** means 0907414 B.C. Ltd., and its successors and permitted assigns;

**"Delivery"** and the corresponding term **"Delivered"** when used with respect to Collateral means:

- (a) in the case of Collateral constituting certificated securities, transfer thereof to the Lender or its nominee by physical delivery of the security certificates to the Lender or its nominee, such Collateral to be endorsed for transfer or accompanied by Transfer Documents, all in form and content satisfactory to the Lender;

- (b) in the case of Collateral constituting uncertificated securities, (i) registration thereof on the books and records of the issuer thereof in the name of the Lender or its nominee as the registered owner or (ii) the execution and delivery by the issuer thereof of an effective agreement (each, an **"Issuer Control Agreement"**), pursuant to which such issuer agrees that it will comply with instructions originated by the Lender or its nominee without further consent of the Debtor or any other person;
- (c) in the case of Collateral constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (i) completion of all actions necessary to constitute the Lender or its nominee the entitlement holder with respect to each such security entitlement or (ii) the execution and delivery by the relevant securities intermediary of an effective Account Control Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Lender or its nominee without further consent of the Debtor or any other person; and
- (d) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Collateral in favour of the Lender or its nominee.

**"Event of Default"** has the meaning ascribed thereto in the Credit Agreement;

**"Finance Documents"** has the meaning ascribed thereto in the Credit Agreement;

**"Governmental Action"** means any authorization, consent, approval, waiver, order, decree, license, exemption, permit, registration, filing, qualification or declaration of or with any Governmental Authority (other than routine reporting requirements) or the giving of notice to any Governmental Authority or any other action in respect of a Governmental Authority;

**"Governmental Authority"** means any federal, state, provincial, county, local or municipal government; any governmental body, agency, authority, board, bureau, department or commission (including any taxing authority); any instrumentality or office of any of the foregoing (including any court or tribunal) exercising executive, legislative, judicial, regulatory or administrative functions; or any entity directly or indirectly controlled by any of the foregoing;

**"Guarantee"** means the guarantee granted by the Debtor to the Lender in respect of the present and future indebtedness, liabilities and obligations of the Borrower to the Lender pursuant to the Credit Agreement;

**"Investment Property Collateral"** means:

- (a) all securities accounts in the name of the Debtor, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all security entitlements related to such financial assets, and all security certificates and other certificates and instruments from time to time representing or evidencing the same, and all dividends, whether in shares, money or property, interest, distributions, cash and other property from time to time received or receivable upon or paid or payable on account of any return on, or repayment of, capital or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing;
- (b) all Stock;
- (c) all financial assets;
- (d) all security entitlements;

- (e) all other property that may at any time be received or receivable or otherwise distributed or distributable to or for the account of the Debtor in respect of, in substitution for, in addition to or in exchange for, any of the foregoing; and
- (f) all proceeds in respect of the foregoing described in this subparagraph (f) and all rights and interest of the Debtor in respect thereof or evidenced thereby including all money received or receivable from time to time by the Debtor in connection with the sale of any of the foregoing (including all proceeds received or receivable in connection with the redemption or purchase for cancellation of any of the Pledged Shares).

**“Labour Agreement”** means any contract or agreement in writing or writings between an employer and a trade union setting forth the terms and conditions of employment or containing provisions in regard to rates of pay, hours of work or other working conditions of employees;

**“Lands”** means the Collateral described in section 9(a) and Schedule “A1”;

**“Lender”** means WPC (Jersey) Limited, in its capacity Lender under the Credit Agreement from time to time and its successors and assigns;

**“Material Adverse Effect”** has the meaning ascribed thereto in the Credit Agreement;

**“Obligations”** means all obligations, indebtedness and liability of the Debtor to the Lender, and its respective successors and assigns from time to time, (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety, arising or incurred under or in connection with the Guarantee or any of the Finance Documents;

**“Permitted Security”** has the meaning ascribed to such term in the Credit Agreement;

**“Person”** means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership or other entity;

**“Receiver”** means a receiver, receiver-manager and receiver and manager;

**“Security Interest”** means the pledges, assignments, mortgages, charges and hypothecations of and the security interests in the Collateral created in favour of the Lender hereunder.

**“Stock”** means:

- (a) all securities (collectively, the **“Pledged Shares”**) owned by the Debtor, all security certificates, if any, and other instruments and documents evidencing or representing such Pledged Shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any and all of the Pledged Shares;
- (b) all additional or substitute shares of capital stock, partnership interests or other equity interests of any class of any issuer from time to time issued to or otherwise acquired by the Debtor in any manner in respect of Pledged Shares, the security certificates, if any, and other instruments representing such additional or substitute shares, and all dividends, interests, distributions, cash, instruments and other property, income, profits and proceeds from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any or all of such additional or substitute shares; and

(c) to the extent not otherwise included in the foregoing, all proceeds thereof.

**“Transfer Documents”** means, with respect to the transfer of Pledged Shares or other Stock, stock transfers, powers of attorney or other instruments of transfer, in each case, executed in blank and in form and substance as may be required (from time to time) by the Lender, acting reasonably.

2. References such as “this Debenture”, “this agreement”, “hereof”, “herein”, “hereto” and like references refer to this agreement and any schedules, exhibits or appendices attached hereto (all of which schedules, exhibits and appendices form a part of this agreement) and not to any particular section, subsection, paragraph or other subdivision of this agreement.
3. The division of this agreement into sections, subsections and paragraphs and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
4. The word “Debtor”, the personal pronoun “it” or “its” and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term “successors” shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter). When used in the context of a general statement followed by a reference to one or more specific items or matters, the term “including” shall mean “including, without limitation” and the use of the term “includes” shall mean “includes, without limitation”.
5. Nothing herein (including the definition and use of the term Permitted Security) is intended or shall be deemed to subordinate the Security Interest to any Permitted Security or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.
6. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.
7. This agreement shall be governed by and construed in accordance with the laws of Province of Saskatchewan and the federal laws of Canada applicable therein. The Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan, provided that nothing herein shall prevent the Lender from proceeding at its election against the Debtor in the courts of any other province, country or jurisdiction. Notwithstanding the provision in this section for the governing, construction and interpretation of this Debenture in accordance with the law of the Province of Saskatchewan and the laws of Canada applicable therein, it is acknowledged and agreed that in governing, construing, interpreting and enforcing this Debenture with respect to security hereby secured against any Collateral situated in a Canadian Province other than Saskatchewan, the laws of such other Canadian Province and the law of Canada applicable in such Province shall apply. Further, the Courts of such other Canadian Province shall, to the extent required pursuant to the laws of such other Province, have jurisdiction in the enforcement of the Debenture.

#### **Promise To Pay**

8. For value received, the Debtor hereby acknowledges itself indebted to and agrees to pay to the Lender, on demand by the Lender, the principal amount of \$85,000,000 of lawful money of Canada. The Debtor shall also pay to the Lender interest on such principal amount (and, to the extent permitted by Applicable Law, interest on overdue interest) at the rate of 25% per annum calculated

and payable monthly not in advance on the last day of each month, both before and after demand, default, judgment and execution from the date hereof until payment in full of all amounts owing hereunder.

### **Grant of Security Interest**

9. As continuing security for the payment and performance of all Obligations, the Debtor hereby mortgages, charges, demises, sublets and hypothecates to the Lender and grants to the Lender a security interest in the following:
  - (a) by way of a fixed and specific mortgage and charge, all of the Debtor's present and future right, title, benefit and interest, whether freehold, leasehold, beneficial or legal in nature, in all real and immoveable property (including, by way of sub-lease) and any greater interest therein hereafter acquired by the Debtor, including: (i) all buildings, foundations, erections, improvements and structures, whether temporary or permanent and whether the same form part of the realty or not, erected or located in, on, under or upon such freehold, leasehold and other real and immoveable property interests of the Debtor from time to time, and all appurtenances pertaining thereto, together with the systems, structures, facilities, machinery, plant and equipment comprising the foregoing or relating thereto and together with all personal property, equipment and chattels now or hereafter affixed to such freehold, leasehold and other real and immoveable property interests of the Debtor; (ii) all other facilities, fixtures and appurtenances whatsoever contained on or attaching to such freehold, leasehold and other real and immoveable property interests of the Debtor from time to time or used in connection with such freehold, leasehold and other real and immoveable property interests of the Debtor; (iii) all mechanical, electrical and other systems installed or used in connection with any of the foregoing; (iv) all rights-of-way, easements, licences, privileges and all other rights and interests appurtenant or appertaining to the freehold, leasehold and other real and immoveable property interests of the Debtor; and (v) including its fee simple interest in the real property described in Schedule "A1" hereto;
  - (b) grants to the Lender a continuing first priority security interest in and to all of its present and after-acquired personal property (other than the real property, assets and undertaking of the Debtor subjected to a valid mortgage, charge or security interest by subsection 9(a), and subject to the exceptions hereinafter contained);
  - (c) by way of continuing security interest, mortgage, charge and floating charge, all present and future real property of the Debtor of any nature or kind, including all real property at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the personal and real property, assets and undertaking of the Debtor subjected to a valid mortgage, charge or security interest by subsections 9(a) and 9(b), and subject to the exceptions hereinafter contained); and
  - (d) all proceeds arising from the property, assets and undertaking of the Debtor referred to in this section 9, including insurance proceeds and any other payment representing indemnity or compensation for loss of or damage thereto.

### **Assignment of Leases and Rents**

10. The Debtor hereby assigns to the Lender, as additional security for the Obligations, all rents and other monies now due and payable or hereafter to become due and payable from the Lands, if any, and the benefit of all covenants of tenants and assignees, if any (collectively, the "**Rents**"):
  - (a) under every existing and future lease of and agreement to lease of the whole or any portion of the Lands;



- (b) in respect of every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
- (c) under every existing and future guarantee of all or any of the obligations of any existing or future tenant, sub-tenant, occupier or licensee of the whole or any portion of the Lands; and
- (d) under every future agreement to assume the obligations of tenants of the whole or any portion of the Lands,

(all of the foregoing leases, future agreements, licenses and guarantees being hereinafter referred to as the "**Leases**"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Debtor or the owner from time to time of the Lands.

11. The Debtor or its nominee or agent shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless an Event of Default has occurred and is continuing, in which case the Lender may give notice in writing to the tenant, sub-tenant, occupier, licensee or guarantor or to the rental manager of the Debtor advising of the provision of such Event of Default that has occurred and is continuing. In such event the Debtor hereby irrevocably directs such tenant, sub-tenant, occupier, licensee or guarantor or rental manager to make payments of all of the Rents due after receipt of such notice to the Lender or as the Lender may direct, upon being furnished with the aforesaid notice in writing, without any further direction or authority being required by such tenant, sub-tenant, occupier, licensee, guarantor or rental manager. All payments which are received by the Debtor contrary to the provisions of this Section 11 will be held by the Debtor in trust for the benefit of the Lender and will be forthwith paid to the Lender to be applied on account of the Obligations or to hold as Collateral, as the Lender may see fit, subject to the relevant provisions of the Credit Agreement.
12. Nothing herein contained shall have the effect of making the Lender, its successors and assigns, responsible for the collection of the Rents or any of them, or for the performance of any of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Debtor. The Lender shall not, by virtue of this debenture or its receipt of the Rents or any of them, become or be deemed to be a Lender in possession of the Lands, and the Lender shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them. The Lender shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions and such monies shall be applied on account of the Obligations in accordance with the terms of the Credit Agreement.

#### **Security Interest Absolute**

13. The Security Interest granted hereby and all rights of the Lender hereunder and all obligations of the Debtor hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Debtor or any other person.

#### **Continuing Liability of Debtor**

14. This Debenture and the Security Interest granted hereby is granted as collateral security only and will not subject the Lender, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith.

### **Unlimited Liability Shares**

15. Notwithstanding any other provision in this debenture, to the extent that any shares (the “**Unlimited Liability Shares**”) in an unlimited liability company (an “**Unlimited Company**”) constitute any of the Collateral, the Lender shall not become or be deemed to become a member or shareholder, or obtain or have the right to obtain any other indicia of ownership of any Unlimited Company, and no provision in this Debenture (except this Section 15) or actions taken by the Lender pursuant to this Debenture which might provide or be deemed to provide otherwise, in whole or in part, shall, without the express written consent of the Lender, apply in respect of Unlimited Liability Shares. For the avoidance of doubt, and except as otherwise provided in the last sentence of this Section 15, no provision of this debenture or actions taken by the Lender pursuant to this debenture shall apply or be deemed to apply so as to cause the Lender to be, and the Lender shall not be or be deemed to be, or entitled to:
- (a) be registered as a shareholder or member, or apply to be registered as a shareholder or member, of any Unlimited Company;
  - (b) request or assent to a notation being entered in its favour in the share register in respect of Unlimited Liability Shares;
  - (c) hold itself out as a shareholder or member of any Unlimited Company; or
  - (d) act or purport to act as a member of any Unlimited Company, or obtain, exercise or attempt to exercise any rights of a shareholder or member, including the right to attend a meeting of, or to vote any Unlimited Liability Shares or to be entitled to receive any distribution in respect of Unlimited Liability Shares.

The foregoing limitation shall not restrict the Lender from exercising the rights which it is entitled to exercise hereunder in respect of any Unlimited Liability Shares constituting any of the Collateral at any time that the Lender shall be entitled to realize on all or any portion of the Collateral.

### **Investment Property Collateral**

16. The Debtor will, at the request of the Lender, furnish the Lender with a list of all securities intermediaries with whom the Debtor maintains accounts together with all relevant account information. If the Collateral at any time includes Investment Property Collateral which is or is to be credited to a securities account established by the Debtor with a securities intermediary, then, at the request of the Lender, the Debtor shall procure that the relevant securities intermediary shall enter into an agreement with the Lender which includes such terms as may be required by the Lender to ensure that the Lender, acting reasonably, has control over all Investment Property Collateral held in the relevant securities account whenever the Security Interest has become enforceable including, but not limited to, an agreement of the securities intermediary that it will comply with entitlement orders that are originated by the Lender without the further consent of the Debtor.
17. Subject to section 18, and upon the request of the Lender, all Investment Property Collateral shall be Delivered immediately to the Lender or its nominee, including, without limitation, delivery to the Lender of all security certificates, instruments or other documents representing or evidencing the Investment Property Collateral, which shall be endorsed for transfer in blank by the Debtor or accompanied by Transfer Documents, all as satisfactory to the Lender, acting reasonably. The Lender may, at its option, subject to the terms of the Credit Agreement, cause all or any of the Investment Property Collateral to be registered in the name of the Lender or its nominee.

18. To the extent the Debtor has or acquires, by way of amalgamation or otherwise, any additional Investment Property Collateral at any time or from time to time after the date hereof, such Investment Property Collateral will automatically (and without any further action being required to be taken by the Lender) be subject to the Security Interest created hereby. The Debtor will take, or cause to be taken, as promptly as practicable and, in any event within 10 Business Days after it obtains such additional Investment Property Collateral, in each case, all steps and actions as the Lender deems necessary to ensure that the additional Investment Property Collateral is Delivered to the Lender, including, without limitation, delivery to the Lender of any security certificates comprising such additional Investment Property Collateral, accompanied by Transfer Documents, all as satisfactory to the Lender, acting reasonably.

#### **Limited Exceptions to Grant of Security Interest**

19. Despite any other provision of this agreement, the last day of any term reserved by any lease of real property, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the Security Interest, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.
20. Despite any other provision of this agreement, the Security Interest shall not attach to any Contractual Right to the extent that the granting of the Security Interest therein would constitute a breach of, or permit any Person to terminate such Contractual Right, but the Debtor shall hold its interest in each such Contractual Right in trust for the Lender and shall, after the Security Interest shall have become enforceable, specifically assign each such Contractual Right to the Lender, or as the Lender may otherwise direct. The Security Interest and assignment in this Debenture does not and will not extend to, any Labour Agreement to which the Debtor is a party or of which the Debtor has the benefit or any obligation under.

#### **Liability Under Contracts**

21. The Debtor will remain liable under each of the Contractual Rights to observe and perform all conditions and obligations to be observed and performed by the Debtor in accordance with the terms and provisions of each such Contractual Right. Neither the Lender nor any receiver shall have any obligation or liability under any Contractual Right by reason of or arising out of this Debenture or the receipt by the Lender of any payment relating to such Contractual Right pursuant hereto, and in particular (but without limitation), the Lender will not be obligated in any manner to perform any of the payment or other obligations of the Debtor under or pursuant to any Contractual Right or to make any inquiry as to the nature or the sufficiency of any payment or performance by any party thereunder, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

#### **Attachment**

22. The Debtor confirms and agrees that value has been given by the Lender to the Debtor, that the Debtor has rights in all existing Collateral and that the Debtor and the Lender have not postponed the time for attachment of the Security Interest, such that the Security Interest shall attach to existing Collateral upon the execution of this agreement and shall attach to Collateral in which the Debtor hereafter acquires rights at the time that the Debtor acquires rights in such Collateral.

#### **Account Debtors**

23. Upon the Security Interest becoming enforceable in accordance with section 34, the Lender may, subject to the terms of the Credit Agreement, give notice of this Debenture and the Security Interest

granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and may give notice to any such account debtors or other person to make all further payments to the Lender, and, upon the Security Interest becoming enforceable in accordance with Section 34, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Lender shall be held by the Debtor in trust for the Lender and forthwith paid over to the Lender on request.

#### **Dealings with Investment Property Collateral**

24. The Lender may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.
25. In the holding of the Investment Property Collateral, the Lender and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Lender and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Investment Property Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Lender or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.
26. The powers conferred on the Lender hereunder with respect to Investment Property Collateral are solely to protect its interest in the Investment Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Investment Property Collateral in its or its nominees' possession and the accounting for moneys actually received by it or its nominees thereunder, the Lender shall have no duty as to any Investment Property Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Investment Property Collateral and no such duties shall be implied as arising hereunder.
27. Unless the Security Interest become enforceable in accordance with Section 34, subject to the terms of the Credit Agreement, the Debtor is entitled to exercise, either directly or, if the Investment Property Collateral is registered in the name of the Lender or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Investment Property Collateral including the voting rights from time to time exercisable in respect of the Investment Property Collateral and to give proxies, consents, ratifications and waivers in respect thereof. If the Investment Property Collateral has been registered in the name of the Lender or its nominee, the Lender will execute and deliver (or cause to be executed and delivered) to the Debtor such proxies, directions and other instruments as the Debtor may request in writing at the Debtor's expense for the purpose of giving effect to the foregoing. No such action may be taken by the Debtor if it would be prejudicial to the interests of the Lender or would violate or be inconsistent with this Debenture, the Credit Agreement or any other Finance Document or would have the effect of reducing the value of the Investment Property Collateral as security for the Obligations or would have the effect of imposing any restriction on the transferability of any of the Investment Property Collateral.
28. Upon the Security Interest becoming enforceable in accordance with Section 34, the Lender, subject to the terms of the Credit Agreement, may give the Debtor a notice prohibiting the Debtor from exercising the rights and powers of a holder of the Investment Property Collateral, including the voting rights in respect of the Investment Property Collateral, at which time all such rights of the Debtor will cease immediately and the Lender will have the right to exercise the rights and powers related to such Investment Property Collateral, including the right to vote.
29. Unless the Security Interest becomes enforceable in accordance with Section 34:
  - (a) the Debtor is entitled to receive all dividends, distributions, interest payments or other payments in respect of the Investment Property Collateral; and

- (b) if the Investment Property Collateral has been registered in the name of the Lender or its nominee, the Lender will execute and deliver (or cause to be executed and delivered) to the Debtor all directions and other instruments as the Debtor may request in writing at the Debtor's expense for the purpose of enabling the Debtor to receive the dividends, distributions, interest payments or other payments that the Debtor is authorized to receive pursuant to Section 29(a) above.
30. Upon the Security Interest becoming enforceable in accordance with Section 34, all rights of the Debtor pursuant to Section 29 will cease and the Lender, subject to the terms of the Credit Agreement, will have the sole and exclusive right and authority to receive and retain all payments that the Debtor would otherwise be authorized to retain pursuant to Section 29. All money and other property received by the Lender pursuant to the provisions of this Section 30 may be applied on account of the Obligations or may be retained by the Lender as additional Collateral hereunder and be applied in accordance with the provisions of the Credit Agreement. All payments which are received by the Debtor contrary to the provisions of this Section 30 will be held by the Debtor in trust for the benefit of the Lender, will be segregated from other property or funds of the Debtor and will be forthwith paid or Delivered, as applicable, to the Lender or its nominee to be applied on account of the Obligations or to hold as Collateral, as the Lender may see fit, subject to the relevant provisions of the Credit Agreement.

#### **Representations and Warranties by the Debtor**

31. The Debtor hereby represents and warrants to the Lender that:
- (a) the Debtor has the capacity and authority to incur the Obligations, to create the Security Interest and to execute and deliver and perform its obligations under this Debenture;
  - (b) the execution and delivery of this Debenture and the performance by the Debtor of its obligations hereunder have been duly authorized by all necessary corporate, trust or partnership actions required;
  - (c) this Debenture constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;
  - (d) the entering into of this Debenture and the performance by the Debtor of its obligations under this Debenture does not and will not:
    - (i) contravene, breach or result in any default under the articles, bylaws, constituting documents or other organizational documents of the Debtor;
    - (ii) contravene, breach or result in any default under any mortgage, lease, agreement or other legally binding instrument, license, permit or law to which the Debtor is a party or by which the Debtor or any of its properties or assets may be bound;
    - (iii) require any consent under any charge or encumbrance upon any of its property or assets pursuant to any material indenture or other material agreement or instrument to which it is a party or by which it or its material property or assets may be bound or effected; or
    - (iv) result in or permit the acceleration of the maturity of any indebtedness, liability or obligation of the Debtor under any mortgage, lease, agreement or other legally binding instrument of or affecting the Debtor;

- (e) no authorization, consent or approval of, or filing with or notice to, any person is required in connection with the execution, delivery or performance of this Debenture by the Debtor;
- (f) the Debtor does not have or use a French form of name or a combined English and French form of name;
- (g) no event or circumstance has occurred which constitutes, or which with the giving of notice, lapse of time or satisfaction of any other condition would constitute, an Event of Default (within the meaning of the Credit Agreement);
- (h) the Debtor is the legal and beneficial owner of the Collateral pledged hereunder free and clear of any Security (as such term is defined in the Credit Agreement) except for Permitted Security;
- (i) the Debtor has a good title in fee simple to the Lands;
- (j) the Debtor has the right to mortgage the Lands;
- (k) upon the occurrence of an Event of Default that is continuing, the Lender shall have quiet possession of the Lands, free from all encumbrances except for the Permitted Security;
- (l) the Debtor is not in default under any of the Leases and, to the best knowledge of the Debtor, there has been no default which is continuing by any other party under any of the Leases, except in each case to the extent that such default would not reasonably be expected to have a Material Adverse Effect;
- (m) there is no outstanding dispute under any of the Leases between the Debtor and any other party thereto, except in each case to the extent that such dispute would not reasonably be expected to have a Material Adverse Effect;
- (n) the Debtor will observe and perform all of its obligations under each of the Leases, except to the extent that failure to do so would reasonably be expected to have a Material Adverse Effect;
- (o) the Debtor has not executed any prior assignment of the Leases or the Rents and will not execute any such assignment hereafter to anyone other than the Lender without the prior written consent of the Lender; and
- (p) no Investment Property Collateral is in the possession or control of any person asserting a claim thereto or lien therein, except that the Lender or its nominee or a securities intermediary acting on its behalf may have possession or control of the Investment Property Collateral.

### **Covenants of the Debtor**

32. The Debtor agrees with the Lender that, until the Obligations have been satisfied and paid in full, it will:
- (a) duly and punctually pay all Obligations, including all interest thereon and all fees and other amounts required to be paid by the Debtor hereunder in the manner specified hereunder and it shall perform and observe all of its covenants, agreements and obligations under this Agreement and under any other Finance Document to which it is a party;

- (b) except as otherwise permitted by the Credit Agreement, preserve and maintain its corporate, partnership or trust existence (as the case may be) as a corporation, partnership or trust existing under the laws of Canada or any province thereof;
  - (c) keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with generally accepted accounting principles.
  - (d) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral;
  - (e) defend the Collateral against any actions, claims and demands of any Person (other than the Lender) claiming the Collateral (or any of it) or an interest therein;
  - (f) at any time and from time to time, both before and after the occurrence of an Event of Default, upon the written request of the Lender, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purposes of obtaining or preserving the full benefits of this Debenture and of the rights and powers herein granted, including the filing or execution of any financing statements or financing change statements under any Applicable Law with respect to this Debenture. The Debtor also hereby authorizes the Lender to file any such financing statement or financing change statement without the signature of the Debtor to the extent permitted by Applicable Law. Without limiting the generality of the foregoing, the Debtor acknowledges that this Debenture has been prepared based on Applicable Law and the Debtor agrees that the Lender will have the right, acting reasonably, to require that this Debenture be amended or supplemented: (i) to reflect any changes in Applicable Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions; or (iii) if the Debtor amalgamates with any other Person or enters into any reorganization, in each case in order to confer upon the Lender the security intended to be created hereby; and
  - (g) will furnish to the Lender from time to time such statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all to the extent necessary to permit the Collateral to be sufficiently described.
33. The Debtor agrees with the Lender that:
- (a) it will not, without the prior written consent of the Lender, sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, except as permitted (or not otherwise prohibited) under the Credit Agreement;
  - (b) it will not, without the prior written consent of the Lender, create any lien upon, assign or transfer as security, or pledge, hypothecate, charge, mortgage or grant a security interest in any Collateral except to the Lender and except for Permitted Security; and
  - (c) it will prevent the Lands from being or becoming an accession to any property not subject to Security Interests created by this agreement.

### **Enforcement**

34. Without prejudice to any right which the Lender may now or hereafter have to demand payment of any of the Obligations, the Obligations shall, at the option of the Lender, become payable and the Security Interest shall become enforceable upon the occurrence and during the continuance of an Event of Default.

**Remedies of the Lender**

35. Whenever the Security Interest shall have become enforceable, and so long as it shall remain enforceable, the Lender may in accordance with Applicable Law enforce its rights by doing any one or more of the following:
- (a) entering upon the Lands and any other lands and premises where any Collateral is or may be located;
  - (b) applying to Court for an order that the Debtor's interest in the Collateral be sold on terms approved by the Court;
  - (c) applying to Court to foreclose the Debtor's interest in the Collateral;
  - (d) taking possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Lender at such place or places as may be specified by the Lender;
  - (e) occupying the Lands and using all or any part of the Lands;
  - (f) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Lands and other Collateral;
  - (g) transferring any part of the Investment Property Collateral into the name of the Lender or its nominee if it has not already done so in accordance with terms of this Debenture;
  - (h) exercising any voting rights attaching to any of the Investment Property Collateral (whether or not registered in the name of the Lender or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof;
  - (i) exercising all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any of the Investment Property Collateral, including the right to exchange at its discretion any of the Investment Property Collateral upon the amalgamation, arrangement, merger, consolidation or other reorganization of the issuer of the Investment Property Collateral, all without liability except to account for property actually received by the Lender;
  - (j) the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Collateral
  - (k) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Lender shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Lender shall be added to the Obligations and shall be secured by the Security Interest;
  - (l) collecting any rents, income, and profits received in connection with the Lands;
  - (m) exercising any and all of the rights and remedies granted pursuant to any applicable legislation, or otherwise available at law or in equity.
  - (n) borrowing money for the maintenance, preservation or protection of the Collateral, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;



- (o) accepting the Collateral in satisfaction of the Obligations (and in connection therewith, foreclosing on the Lands or foreclosing on and seeking judicial sale of the Lands);
  - (p) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;
  - (q) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof;
  - (r) discharging any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Security Interest; and
  - (s) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.
36. Any Receiver appointed by the Lender may be any Person or Persons (including one or more officers or employees of the Lender), and the Lender may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Lender provided in this agreement. The Lender shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of the Lands and any other premises of the Debtor and in carrying on the Debtor's business, unless the Lender expressly specifies in writing that the Receiver shall be agent for the Lender for one or more purposes. Without limiting the generality of the forgoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Lender as the Lender may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Lender acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.
37. Without limiting the ability of the Lender or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Lender or any Receiver appointed by the Lender may, in its sole discretion, deem advantageous and may take place whether or not the Lender or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Lender.
38. The Lender shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.
39. No right, power or remedy of the Lender (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.
40. Any proceeds of realization of the Collateral may be applied by the Lender to the payment of expenses in connection with the preservation and realization of the Collateral as above described and any balance of such proceeds shall be applied by the Lender to payment of any amount owing by the Debtor to the Lender in such order as the Lender may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the

Lender has knowledge and may be applied or retained as reserves against potential claims that the Lender or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to Applicable Law) be paid to the Debtor; and

41. All securities intermediaries that are required to act upon entitlement orders of the Debtor are entitled to treat and regard the Lender as the entitlement holder, entitled in the place and stead of the Debtor to give entitlement orders; the Lender may give notice to each securities intermediary with whom the Debtor maintains a securities account and require each such securities intermediary to act in accordance with entitlement orders of the Lender in relation to the Investment Property Collateral held in such securities account; and all such securities intermediaries shall be fully protected in treating and regarding the Lender as the entitlement holder and will be under no obligation to see to the application in any particular manner by the Lender of any Investment Property Collateral of the Debtor held by the securities intermediary.
42. The Debtor agrees to pay to the Lender, forthwith on demand by the Lender, all reasonable costs and expenses incurred by the Lender in connection with the exercise by the Lender of its rights, powers and remedies hereunder, including:
  - (a) any costs and expenses incurred by the Lender in taking, holding, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;
  - (b) any legal fees and expenses on a solicitor and client basis incurred by the Lender in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Obligations;
  - (c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and
  - (d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Lender (including any legal fees and expenses on a solicitor and client basis incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the Security Interest.

43. The Debtor shall remain liable for all Obligations that are outstanding following realization of all or any part of the Collateral.
44. The Debtor hereby appoints the Lender as attorney of the Debtor, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Lender's discretion at any time after the occurrence and during the continuance of an Event of Default, to take any and all actions authorized or permitted to be taken by the Lender under this Debenture, subject to the Credit Agreement, or by Applicable Law and to: (a) execute and deliver all instruments and other documents and do all such further acts and things as may be reasonably required by the Lender to enforce the Security Interest and remedies provided hereunder or to better evidence and perfect the Security Interest; and (b) take any action and execute any instrument which the Lender, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Debenture, including, to ask for, demand, collect, sue for, recover, compound, receive and give acquittances and receipts for moneys due and to become due under or in connection with the Collateral, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection therewith, and to file any claims or take any action or institute any proceedings which the Lender may deem to be necessary or desirable for the collection thereof. Such appointment of the Lender as the Debtor's attorney is coupled with an interest and is irrevocable.

**Rights of the Lender**

45. The Lender may pay the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations, shall bear interest at the highest rate applicable to the Obligations, and shall be secured by the Security Interest. Whenever the Lender pays any such lien, tax, rate, charge or encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.
46. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Lender will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Lender incurred in connection with any such performance or compliance shall be payable by the Debtor to the Lender on demand, form part of the Obligations, bear interest at the highest rate applicable to the Obligations and be secured by the Security Interest.
47. The Debtor grants to the Lender the right to set off against the Obligations (or any portion thereof) any amount owed by the Lender to the Debtor, including the amount of any and all accounts, credits or balances maintained by the Debtor with the Lender.
48. The Lender, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other Persons and securities as the Lender may see fit.

**Amalgamation of Debtor**

49. The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Lender that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Security Interest shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Lender at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Lender thereafter arising. The Security Interest shall attach to all of the "Collateral" owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

**Further Assurances**

50. The Debtor hereby covenants and agrees that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, hypothecs, transfers, instruments, assignments and assurances as the Lender may reasonably require for the better assuring, mortgaging, charging, transferring, assigning, granting, delivering and confirming unto the Lender the Collateral, or any part thereof, and for better accomplishing and effectuating the purpose of this Debenture including the execution and delivery of supplemental debentures more particularly describing the Collateral or to correct or amplify the description of the Collateral or to better assure, convey and confirm unto the Lender any of the Collateral. Upon the execution of any supplemental indenture under this Section 50, this Debenture shall be modified in accordance therewith, and each such supplemental debenture shall form part of this Debenture for all purposes. The Debtor covenants with the Lender that the Debtor shall provide to the Lender, promptly upon request, all information and evidence the Lender may reasonably request concerning the Collateral to enable the Agent to enforce the provisions hereof.

**Notices**

51. Any notice, demand or other communication permitted or required to be given hereunder shall be given in a manner in accordance with the Credit Agreement; provided that any such notice, request, demand or communication may be addressed to the respective parties as follows:

- (a) in the case of the Lender, addressed as follows:

WPC (Jersey) Limited  
 Address: 47 Esplanade, St Helier, Jersey JE1 0BD  
 Email: mark.collins@crestbridge.com  
 Tel: +44 1534 835746  
 Attention: Mark Collins

With copy to:

Address: 5th Floor, 45 Pall Mall, London, SW1Y 5JG  
 Email: wjarvis@appiancapitaladvisory.com; tmister@appiancapitaladvisory.com  
 Tel: +44 207 004 0951  
 Attention: Winta Jarvis and Tim Mister

- (b) in the case of the Debtor, addressed as follows:

0907414 B.C. Ltd.  
 Address: PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada  
 Attention: Jerry Zhang  
 Email: jerry@westernresources.com

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this agreement.

**Continuing Security for Obligations**

52. This agreement shall be held by the Lender as continuing security to secure payment of all Obligations at any time and from time to time outstanding up to, at any time, a maximum total amount equivalent to the full principal amount specified in section 8, unpaid interest then accrued thereon pursuant to section 8, and all other amounts then owing or payable by the Debtor pursuant to this agreement. Accordingly, any payment from time to time of any of the Obligations shall not reduce such maximum total amount or the principal amount specified in section 8, and this Debenture shall continue, after such payment, to secure payment of all Obligations at any time outstanding up to such maximum total amount.
53. The Security Interest created hereof shall be and be deemed to be effective upon the execution of this agreement by the Debtor, whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the same time as the date of execution of this Debenture.

**Indemnity**

54. The Debtor shall be liable for and does hereby indemnify and save harmless the Lender and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Lender or any Receiver as a result of taking this Debenture or acting under it and the Lender and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be

obligated to indemnify the Lender or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Lender or such Receiver. It is understood and agreed that the covenants and conditions of this Section 54 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Security Interest or any foreclosure thereof.

#### **Waivers of Applicable Law**

55. To the extent not prohibited by Applicable Law, the Debtor hereby waives its rights, if any, under all provisions of Applicable Law that would in any manner limit, restrict or otherwise affect the Lender's rights and remedies hereunder or impose any additional obligations on the Lender. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Lender to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this Debenture.
56. To the full extent that it may lawfully do so, the Debtor hereby:
  - (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Lender under the terms of this debenture to a sale of the Collateral or any part thereof or for the collection of all amounts secured hereby; and
  - (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Collateral or any part thereof after the sale hereunder to any person whether such sale is by the Lender, any Receiver or otherwise, notwithstanding that the Lender may have purchased same.

#### **Assignment**

57. The Lender may assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by the Lender in respect thereof. The Debtor shall not assign any of its rights or obligations hereunder.

#### **Claims under this Agreement**

58. The Lender shall not, at any time, claim payment from the Debtor under this Debenture (whether for principal, interest or both) in an amount greater than the amount of the indebtedness forming part of the Obligations at such time. Notwithstanding that this agreement is stated to be payable on demand, no demand shall be made under this agreement unless demand is concurrently being made or has been made for payment of indebtedness forming part of the Obligations in an amount not less than the amount demanded under this agreement.

#### **Deemed Satisfaction**

59. Despite any other provision of this agreement, (a) payment in full to the Lender of all principal in respect of the Obligations (other than the principal amount stated in this Debenture) will be deemed to be payment in satisfaction of the principal amount under this Debenture and (b) payment by the Debtor to the Lender of interest on all indebtedness comprising or forming part of the Obligations (other than the principal amount stated in this Debenture) at the then current rate at which such indebtedness bears interest under the Credit Agreement for any period of time shall constitute satisfaction of interest payable pursuant to this agreement for the equivalent period of time. Notwithstanding the principal amount stated in this Debenture, interest and other monies expressed to be payable or secured hereunder, the obligations payable or secured hereunder shall not exceed the amount of the Obligations exclusive of the principal amount stated in this Debenture.

**Miscellaneous**

60. This agreement shall not result in the merger or any indebtedness or liability of the Debtor or any other Person or Persons to the Lender or to any of the lenders hereunder or under any negotiable instrument or other document by which the same may now or at any time hereafter be represented or evidenced. No judgment recovered by the Lender shall result in the merger of any such indebtedness or liability or in any way affect the Security Interest or the Lender's right to interest provided for herein.
61. Time shall be of the essence of this agreement.
62. Except as has otherwise been agreed in writing with the Lender, the Debtor shall not be discharged from the Security Interest, this Debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Lender.
63. This agreement is in addition to and not in substitution for any other security now or hereafter held by the Lender.
64. This agreement shall enure to the benefit of the parties hereto, and their respective successors and assigns, and shall be binding on the parties hereto and their respective successors and permitted assigns.
65. The Debtor agrees that the Lender may from time to time provide information concerning this agreement (including a copy hereof), the Collateral and the Obligations to any Person the Lender in good faith believes is entitled thereto pursuant to Applicable Law.
66. In the event of any conflict between any term or provision of this Debenture and any term or provision of the Credit Agreement, to the extent of the conflict, the provisions of the Credit Agreement shall prevail over the provisions of this Debenture.
67. For the better securing to the Lender the repayment in the manner aforesaid of the principal amount and interest and other obligations secured hereby, the Debtor DOES HEREBY mortgage to the Lender all of its estate and interest in the Lands located in the Province of Saskatchewan (as described in Schedule "A1").
68. *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in the said *The Land Contracts (Actions) Act, 2018* (Saskatchewan) with respect to this Debenture or any indenture, instrument or agreement ancillary or supplementary hereto.
69. *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
  - (a) this Debenture;
  - (b) any mortgage, charge or other security for the payment of money made, given or created by this Debenture or by any agreement or instrument referred to in subsection 69(c) below;
  - (c) any agreement or instrument renewing, extending or collateral to this Debenture or renewing, extending or collateral to any mortgage, charge or other security referred to or mentioned in subsection 69(b) above; or
  - (d) the rights, powers and remedies of the Lender under this Debenture or under any lien, mortgage, charge, other security, agreement or instrument referred to or mentioned in subsections 69(b) or 69(c) above.

70. The Debtor acknowledges receipt of an executed copy of this Debenture and the Credit Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Debenture.
71. This Debenture may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of any executed signature page of this Debenture or any amendment or waiver in respect thereof by electronic means, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf) shall be effective as delivery of an executed counterpart hereof. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures, which shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in any Applicable Law.

*[Remainder of page intentionally blank; signature page to follow]*

IN WITNESS WHEREOF the Debtor has executed and delivered this agreement as of the date first above written.

**0907414 B.C. LTD.**

Per: 

Name: Zhanli (Jerry) Zhang

Title: Authorized Signing Officer

Per: \_\_\_\_\_

Name:

Title:



Acknowledged and agreed as of the date first above written.

WPC (JERSEY) LIMITED

Per:



Authorized signatory

**SCHEDULE "A1"**  
**LEGAL DESCRIPTION OF THE LANDS LOCATED IN SASKATCHEWAN**

1. Surface Parcel #108056954  
NW Sec 20 Twp 14 Rge 17 W2 Extension 0
2. Surface Parcel #108056965  
NE Sec 20 Twp 14 Rge 17 W2 Extension 0

This is **Exhibit “ R ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**Dated     May 16, 2022**

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**WESTERN POTASH CORP. (the "Grantor")**

**and**

**WPC ROYALTY CORP. ( the "Royalty Holder")**

**ROYALTY AGREEMENT**

 **NORTON ROSE FULBRIGHT**

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**THIS AGREEMENT** (the "**Agreement**") made the 16th day of May 2022

**BETWEEN:**

- (1) **Western Potash Corp.**, a company incorporated in Saskatchewan, Canada with registered number 102070431 and registered address at 1500-1874 Scarth Street, Regina, Saskatchewan, Canada, S4P 4E9 ("**Grantor**"); and
- (2) **WPC Royalty Corp.**, a company incorporated in Ontario and registered address at 170 Chiltern Hill Road, Suite 609, Toronto, Ontario, Canada M6C 0A9 (the "**Royalty Holder**").

**WHEREAS:**

- (A) In consideration of the payment of the Royalty Purchase Price, the Grantor has agreed to pay the Royalty to the Royalty Holder in respect of the sale or other disposal of Potash Products that are extracted and recovered from the Mining Area.
- (B) The Parties have executed this Agreement to record the terms and conditions of the Royalty.

**THE PARTIES AGREE:**

## **1 Definitions and interpretation**

### **1.1 Definitions**

In this Agreement:

**"0907414"** means 0907414 BC Ltd., a company incorporated in British Columbia, Canada with registered number BC0907414 and registered address at Suite 2500-666 Burrard Street, Vancouver, British Columbia, V6C 2X8, Canada;

**"Accounting Standards"** means the accounting standards required to be complied with by the Grantor under IFRS;

**"Adjusted Gross Revenue"** means, for a Quarter, Gross Revenue and Adjustments (whether plus or minus);

**"Adjustment"** means any adjustment that may be made by the Grantor to the Royalty Records and a Statement:

- (a) which arises from a subsequent adjustment to the volume of Potash Products actually paid to the Grantor based on the actual Potash Products recovered;
- (b) to correct any accounting or recording errors from previous Quarters; or
- (c) which are agreed by the Parties in writing;

**"ADM Offtake"** means the offtake agreement entered into between the Grantor and ADM Agri-Industries Company dated 25 October 2018, as amended from time to time (including pursuant to the amendment dated 13 January 2021 and the amendment dated 25 March 2022);

**"Affiliate"** means in relation to any Party, any person which directly or indirectly:

- (a) Controls such Party;
- (b) such Party Controls; or
- (c) is Controlled by a person who also, directly or indirectly, Controls such Party;

**"Amarillo Claim"** means the outstanding amounts owing to Hochschild Mining Brazil Holdings Corp. pursuant to a settlement agreement in relation to a court judgement arising from a petition in SCBC S1813786, Vancouver Registry;

**"Anti-Bribery Laws and Obligations"** means, for each Party:

- (a) the Laws relating to combating bribery and corruption, and/or the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's commentaries;
- (b) the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the United Kingdom Bribery Act 2010, and the United States Foreign Corrupt Practices Act of 1977 (which shall each be deemed, for the purposes of this Agreement, to apply to the Grantor as if it was subject to such laws in all respects); and
- (c) the Laws relating to combating bribery and corruption in the countries of such Party's place of incorporation, principal place of business, and/or place of registration as an issuer of securities, and/or in the countries of such Party's ultimate parent company's place of incorporation, principal place of business and/or place of registration as an issuer of securities;

**"Applicable Laws"** means any statute, rule, regulation, ordinance, code, guideline, policy or any specific agreement entered into with a competent authority that includes commitments with respect to the environment, anti-bribery, anti-corruption or anti-money laundering, having the force of law, in each case, applicable to the Grantor or the Project now or hereafter in effect and any judicial or administrative interpretation, pronouncement, order, decree or judgment, relating to any of the foregoing, in each case, applicable to the Grantor or the Project;

**"Arm's Length Terms"** means prices and terms no less favourable to the Grantor than those which would be paid and agreed to by a Third Party in an arm's length transaction under similar circumstances;

**"Assignment"** has the meaning set out in clause 9.4;

**"Authority"** is any government department, local government council, government or statutory authority or any other party under a Law which has a right to impose a requirement or whose consent is required with respect to any matter or thing arising under, or affected by, this Agreement;

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in Toronto, London and St Helier, Jersey

**"Call Option Fee"** means a cash payment of:

- (a) USD 15,628,662.97, being the USD equivalent of C\$20,000,000 as at the date of this Agreement; or
- (b) at any time following the completion of an Eligible Equity Raise, USD 11,721,497.23, being the USD equivalent of C\$15,000,000 as at the date of this Agreement,

in each case made in accordance with clause 4;

**"Confidential Information"** means all confidential, non-public or proprietary information of a Party regardless of how the information is stored or delivered, which is exchanged between the Parties before, on or after the Execution Date in connection with this Agreement, other than information:

- (a) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the disclosing Party; or
- (b) which the recipient can prove by contemporaneous written documentation was already known by it at the time of disclosure to it, unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality;

**"Construction Account"** has the meaning given to that term in the Senior Facility;

**"Control"** means, in relation to a Person, indirectly or directly:

- (a) the holding and/or the ownership of the legal and/or the beneficial interests in and/or the ability or right to vote in respect of more than fifty percent (50%) of the shares of a company or other entity in shareholder meetings; and/or
- (b) the power or right to control, appoint or remove more than fifty percent (50%) of the members of the board of directors or the equivalent management body of the company or other entity or the power to direct or cause the direction of the general management and policies of that Person whether through the ownership of share capital, the possession of voting power, by contract or otherwise,

and **"Controlled by"** shall be construed accordingly;

**"Deed of Assumption"** means a deed of assumption in respect of a Mining Right, or any rights in relation to Products extracted and recovered from the Mining Area in the form set out in Schedule 3 (*Form of Deed of Assumption*);

**"Default"** has the meaning set out in clause 10.1;

**"Dispute"** means a dispute or difference between the Parties in relation to the rights or obligations of the Parties under, or in relation to, this Agreement, including the calculation and payment of the Royalty;

**"Dispute Notice"** means a written notice given by one Party to the other Parties that a Dispute has arisen which requires resolution in accordance with this Agreement;

**"Eligible Equity Raise"** means, at any time after the date of this Agreement, the receipt by the Grantor of at least C\$20,000,000 as a result of an investment made by any shareholder of the Grantor or any of its Affiliates, where such investment is made in the Grantor or any of its Affiliates by way of an intra-group loan agreement, subscription for shares, or similar debt or equity instruments;

**"Encumbrance"** means any security interest, mortgage, hypothecation, pledge, lien, charge, title retention arrangement, trust or power, or other form of security or interest having effect as a security for the payment of any monetary obligation or the observance of any other obligation whether existing or agreed to be granted or created;

**"Execution Date"** means the date of this Agreement;

**"Existing Claims"** means the claims from third parties against the Grantor or any of its Affiliates as disclosed in writing prior to the date of this Agreement;

**"Expert"** means a suitably qualified independent person appointed in accordance with this Agreement;

**"Financial Year"** means the period of 12 consecutive months ending on 30 September;

**"Good Mining Practice"** means, at any particular time, those practices, methods, activities, techniques and standards as are in accordance with sound international mining industry standards, including in relation to mining projects in Saskatchewan;

**"Governmental Body"** means the government of Canada, the United States of America or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, arbitrator or arbitrators, tribunal, central bank or enterprise that is owned, sponsored, or controlled by any government, or any other entity exercising executive, legislative, judicial or arbitral, taxing, regulatory or administrative powers or functions or pertaining to government (including any applicable stock exchange and supra-national bodies, such as the European Union or the European Central Bank) and in each case having jurisdiction over the Grantor, the Project, the Property, as the context may require;



**"Gross Revenue"** means the amount of cash proceeds received under any Offtake Agreement by or on behalf of the Grantor or any of its Affiliates in respect of the aggregate of:

- (a) the Payable Potash sold or otherwise disposed of in the relevant Quarter by or on behalf of the Grantor, including by provision of bulk samples to a smelter, other purchaser or disposee (including under any Offtake Agreement);
- (b) the volume of Payable Potash in respect of which cash proceeds were received in the relevant Quarter by or on behalf of the Grantor or any of its Affiliates from an insurer in the case of loss of, or damage to, Payable Potash;
- (c) the volume of Payable Potash in respect of which cash proceeds were received in the relevant Quarter by or on behalf of the Grantor or any of its Affiliates from any deposit, forward payment or any other form of prepayment made in respect of a future sale of Potash Products (including any streaming arrangement), provided that such volume of Payable Potash shall only contribute to the calculation of Gross Revenue on the date on which the Potash Products associated with such deposit, forward payment or other form of prepayment are actually delivered; and
- (d) the volume of Payable Potash in respect of which any cash proceeds were received in the relevant Quarter by or on behalf of the Grantor or any of its Affiliates from a Third Party as consideration for toll milling or treating of the Ore of a Third Party in the Mining Area,

in each case without double-counting, and after deducting (i) any applicable storage and transportation costs borne by the Grantor or any of its Affiliates and (ii) in relation to the ADM Offtake only, any portion of the cash proceeds paid to ADM Agri-Industries Company as a result of the profit sharing arrangements, in each case without double counting;

**"IFRS"** means international accounting standards and interpretations adopted by the International Accounting Standards Board, or any successor entity thereto, as amended from time to time;

**"Indemnified Parties"** has the meaning set out in clause 8.7;

**"Intercreditor Agreement"** means the intercreditor agreement entered into on or about the date of this Agreement between the Royalty Holder and the Project Finance Parties;

**"Law"** is all applicable legislation statutes, directives, regulations, judgments, decisions, licences, permits, consents, decrees, notices, directives, policies, orders, by-laws and other legislative measures or decisions, treaties, conventions and other agreements between states, or between states and supranational bodies and rules of common or civil law, in each case, having the force of law and having effect in any jurisdiction and which applies to any matter or thing arising under, or affected by, this Agreement, and **"Lawful"** shall be construed accordingly;

**"Material Adverse Event"** means any change, event, occurrence, circumstance, fact or effect that, when taken individually or together with all other events, occurrences, changes or effects has, or could reasonably be expected to have, a material adverse effect on:

- (a) the operations, results of operations, business, affairs, properties, assets, liabilities and obligations (contingent or otherwise), capitalization or condition (financial or otherwise) of the Grantor;
- (b) the Mining Operations, including:
  - (i) the ability of:
    - (A) the Grantor to perform its obligations under this Agreement or any Offtake Agreement; or
    - (B) the Grantor to operate the Mining Operations substantially in accordance with the Operating Plan in effect at the time of the occurrence of such change, event, occurrence, circumstance, fact or effect; or

- (ii) expected Potash Product production from the Mining Rights based on the Operating Plan in effect at the time of the occurrence of such change, event, occurrence, circumstance, fact or effect; or
- (c) the legality, validity, binding effect or enforceability against the Grantor of this Agreement,

provided that in no circumstances will any change in market conditions or in any prices for Potash Products, constitute or cause a Material Adverse Event or be taken into account when determining whether or not a Material Adverse Event has occurred;

**"Material Breach"** has the meaning set out in clause 7.4(c);

**"Mine"** means the potash mine located on the Mining Area and all associated facilities;

**"Mine Plan"** shall mean the "Approved Project Plan" from time to time delivered in accordance with the Senior Facility;

**"Minerals"** means any and all mineral elements and compounds, metals and mineral rights of whatever kind and nature in, under or upon the surface or sub-surface of the Mining Area including, without limitation, metals, precious metals, base metals, industrial minerals, gems, diamonds, commercially valuable rock, aggregate, clays and diatomaceous earth which are mined, extracted or otherwise recovered from the Mining Area; for greater clarity "Minerals" excludes all mineral elements and compounds, metals and mineral rights that have been mined, extracted or otherwise recovered from a property other than the Mining Area;

**"Mining Area"** means the geographic area as illustrated as the tenements indicated in Schedule 2 (*Map of Mining Area*) for reference purposes, together with any renewal, variation, conversion, amalgamation, or replacement or substitution of such mineral rights from time to time;

**"Mining Law"** means all treaties, laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Body, relating in any way to mining operations and activities, including The Crown Minerals Act (Saskatchewan), The Provincial Lands Act, 2016 (Saskatchewan), The Mineral Industry Environmental Protection Regulations, 1996 (Saskatchewan), The Mines Regulations, 2003 (Saskatchewan), The Mineral Tenure Registry Regulations (Saskatchewan), and the Mineral Taxation Act, 1983 (Saskatchewan), in each case as may be amended, supplemented or replaced from time to time;

**"Mining Lease"** means any Crown mineral or subsurface mineral lease(s) issued or granted to the Grantor by the Crown in right of Saskatchewan under Applicable Law including without limitation Subsurface Mineral Lease #KLSA 008 dated November 16, 2010 granted by Her Majesty the Queen in right of the Province of Saskatchewan in favour of the Grantor as lessee under the Crown Minerals Act (Saskatchewan), as amended or supplemented from time to time, granting the Grantor the right to extract minerals from the area in, on or under all or part of the land covered by such Mining Lease (NTS Map Reference: 72-I-01 & 72-I-02 and 72-I-08);

**"Mining Operations"** means every kind of work and activities carried out on or in respect of the Mining Rights including but without limitation the following:

- (a) the acquisition, registration and maintenance of the Mining Rights;
- (b) developing, designing, constructing and equipping all mining facilities;
- (c) extracting, mining, producing, improving, smelting, treating, refining, transporting and handling of Potash Products and Tailings and disposing of Tailings and despatching Potash Products won under authority of the Mining Rights;
- (d) the construction and re-location of any roads, railway lines, telephone lines, waterways or other natural or man-made utilities required in order to facilitate any activity conducted under authority of the Mining Rights; and

- (e) the restoration of the Mining Area and all other work done after the completion of mining activities to comply with environmental and like requirements;

**"Mining Rights"** means:

- (a) any Mining Lease and any other governmental or other approval, authorisation, claim, concession, lease, licence, tenement, Mineral right, permit, surface right, subsurface right, or other right to conduct exploration, development and/or mining of the Potash Product under or deriving from the documents issued in respect of the Mining Area; and
- (b) any other rights (whether past, present or future) to conduct exploration, development and/or mining issued in respect of any renewal, variation, conversion, amalgamation, replacement or substitution of those set out in paragraph (a),

and **"Mining Right"** shall be construed accordingly;

**"NI 43-101"** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*, of the Canadian Securities Administrators;

**"Notice"** has the meaning set out in clause 14.1;

**"Offtake Agreement"** means:

- (a) the ADM Offtake; and
- (b) any other Potash Products offtake agreement (or other agreement under which the Grantor otherwise disposes of or grants rights in respect of Potash Products) between the Grantor as seller and any Person as purchaser in respect of Potash Product produced from the Mining Area;

**"Offtaker"** means any person that enters into an Offtake Agreement with the Grantor;

**"Operating Plan"** means the development plan or operating plan for the Mining Operations in place from time to time, as approved by the relevant Authority;

**"Ore"** means any Mineral or mixture of minerals of intrinsic economic interest located in or on the Earth's crust at a concentration above background level;

**"Party"** means a Party to this Agreement and includes that Party's executors, administrators, liquidators, substitutes, successors and permitted assigns;

**"Payable Potash"** means payable potash in any Potash Products in any form or compound;

**"Permits"** means all material licences, permits, approvals (including environmental approvals), authorisations, rights (including surface and access rights), privileges or concessions necessary for the Mining Operations;

**"Permitted Encumbrances"** means any:

- (a) Encumbrance granted in connection with any Senior Lienholder Indebtedness;
- (b) Encumbrances for Taxes not yet due and payable (or which are subject to contest);
- (c) Encumbrances imposed by Law;
- (d) easements, rights of way and other Encumbrances on title to the Mining Rights or the Mining Area that do not materially adversely affect the use of property encumbered thereby for its intended purposes; and
- (e) Encumbrances created by the lessor of any property or right leased by the Grantor;

**"Person"** means any individual, firm, company or other body corporate, an unincorporated association or a person's executors or administrators;

**"Potash Product"** means any potash product in any form or compound that is extracted, recovered or processed from the Mining Area which is capable of being sold or otherwise disposed of, including muriate of potash, sulphate of potash, Ores, precipitates, minerals and mineral by-products; for greater clarity "Potash Product" excludes all potash products in any form or compound that have been mined, extracted, recovered or processed from a property other than the Mining Area;

**"Project"** means the development of the Mine to commencement of commercial production, including development, construction and operation of the mine, processing facilities, and associated infrastructure at the Mine, together with all activities and infrastructure that are owned by the Grantor associated with the transportation and export of products from such mine;

**"Project Finance Parties"** means the lenders providing project financing in respect of the Project under the Senior Facility;

**"Property"** means the Mining Rights and Mining Area;

**"Public Official"** means:

- (a) any officer, employee, director, principal, consultant, agent or representative whether appointed or elected, of any government (whether central, federal state or provincial), ministry, body, department, agency, instrumentality or part of any of them, or any public international organisation, or any state or government owned or controlled entity, agency, enterprise, joint venture, or partnership; or
- (b) any person acting in an official capacity for or on behalf of:
  - (i) any government, ministry, body, department, agency, instrumentality or part of any of them;
  - (ii) any public international organisation; or
  - (iii) any political party or political party official or candidate for office;

**"Put Option Fee"** means a cash payment of:

- (a) USD 15,628,662.97, being the USD equivalent of C\$20,000,000 as of the date of this Agreement; or
- (b) at any time following the completion of an Eligible Equity Raise, USD 11,721,497.23, being the USD equivalent of C\$15,000,000 as of the date of this Agreement ;

in each case, made in accordance with clause 5;

**"Qualified Transferee"** means a Transferee which, (i) has sufficient financial resources to perform the obligations of the Grantor under this Agreement, (ii) to the extent that such eligible purchaser acquires, directly or indirectly, an interest in substantially all of the Project or the Property, it has sufficient technical skills (either directly or through the use of contractors) to operate the Project in accordance with Good Mining Practice, and (iii) is not a Restricted Person, provided that a Transferee of the Grantor shall be deemed to be a Qualified Transferee if it is an Affiliate of the Grantor, regardless of compliance with items "i" and "ii" above;

**"Quarter"** means a period of three (3) consecutive months commencing on 1 January, 1 April, 1 July or 1 October in any year, other than the first Quarter which commences on the Execution Date and expires on the date immediately preceding the next to occur of 1 January, 1 April, 1 July or 1 October;

**"Related Entity"** means an Affiliate of a Party, the subsidiary, related or associated companies of the Party and its Affiliates, a joint venture between a Third Party and a Party or its Related Entity, and each of the respective directors of such companies, and their spouses and family members, and the trustees and beneficiaries of each of such directors, spouses and family members;

**"Representative"** of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer or sub-contractor of that Party;

**"Restricted Person"** means any Person: (a) identified on any Sanctions-related list of designated Persons, including, without limitation, the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the Consolidated United Nations Security Council Sanctions List, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union and the Consolidated List of Financial Sanctions Targets in the UK maintained by Her Majesty's Treasury of the United Kingdom; (b) located, organized or resident in, or the government or any agency or instrumentality of the government of, any Sanctioned Jurisdiction; (c) owned or controlled by one or more Persons described in the foregoing clause (a) or (b); or (d) otherwise the subject or target of any Sanctions;

**"Royalty"** means the royalty payable by the Grantor to the Royalty Holder calculated by multiplying the Royalty Rate by the Adjusted Gross Revenue, provided that the royalty shall only be payable in relation to the first 146,000 tonnes of Payable Potash produced by the Grantor in any Financial Year;

**"Royalty Payment Date"** shall have the meaning given to that term in clause 2.2 (*Calculation and payment of Royalty*);

**"Royalty Purchase Price"** means USD 6,251,465.19, being the USD equivalent of C\$8,000,000 as at the date of this Agreement;

**"Royalty Rate"** means:

- (a) two per cent (2%); or
- (b) at any time after the completion of an Eligible Equity Raise, one point five per cent (1.5%);

**"Royalty Records"** means the books, accounts and records maintained by or on behalf of the Grantor showing reasonable detail in relation to:

- (a) the quantity of Potash Products produced in each Quarter;
- (b) the quantity of Potash Products sold in each Quarter;
- (c) the calculation of each component of the Royalty for each Quarter;
- (d) the payment of the Royalty in each Quarter;
- (e) where there is any commingling of Minerals in a Quarter with materials from areas extracted outside the Mining Area, the measures, moistures and assays of the minerals and substances in the Minerals extracted and recovered from the Mining Area prior to the commingling; and
- (f) all other information required for the preparation of any Statement;

**"Sanctioned Jurisdiction"** means, at any time, a country, territory or geographical region which is itself the subject or target of any comprehensive territorial-based Sanctions (currently including, without limitation, Cuba, Iran, North Korea, Crimea and Syria);

**"Sanctions"** means any laws, rules, regulations and requirements relating to economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any U.S. Governmental Body (including, but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Nations Security Council, the European Union and each of its member states, Her Majesty's Treasury of the United Kingdom, any Governmental Body of Canada, or any other relevant Governmental Body;

**"Secured Property"** means the Mining Rights set out in Schedule 1 (*Secured Property*);

**"Senior Facility"** means the facility agreement entered into on April 28, 2022 between, amongst others, the Grantor (as borrower) and WPC (Jersey) Limited (as lender), as amended from time to time (together with any refinancing or replacement of such Senior Facility);

**"Senior Facility Discharge Date"** means the date on which Grantor's obligations are fully and finally discharged under the Senior Facility;

**"Senior Lienholder Indebtedness"** means:

- (a) indebtedness of the Grantor pursuant to the Senior Facility; and
- (b) any other indebtedness of the Grantor now or hereafter existing, including any indebtedness of the Grantor to the Project Finance Parties, but excluding any indebtedness of the Grantor to any of their Affiliates;

**"SOFR"** means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day;

**"SOFR Administrator"** means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate);

**"SOFR Administrator's Website"** means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source;

**"Statement"** means, for a Quarter, a statement setting out in reasonable detail:

- (a) the quantities and grades of Potash Product and Payable Potash produced and sold during that Quarter (specifying the Potash Product and Payable Potash type as on-spec in accordance with the relevant Offtake Agreement, off-spec or other);
- (b) the individual elements which make up the Royalty calculation, being the Gross Proceeds and Adjustments (if any) for that Quarter;
- (c) the Royalty payable for that Quarter, also specifying sufficient information to demonstrate how the Royalty was calculated; and
- (d) any other material information which is relevant in verifying the accuracy of the calculation of the Royalty payment;

**"Surviving Provisions"** means clauses 1, 10.2(b)(ii), 11, 12, 14, 15, 16, 17 and 18;

**"Tailings"** means any waste dumps including any tailings, residues, waste rock, spoiled leach materials and other materials resulting from Mining Operations and activities conducted on or adjacent to the Mining Area, whether such operations and activities took place before or after the Execution Date;

**"Taxes"** means all taxes, duties, levies, imposts, tariffs, fees, assessments, reassessments, withholdings, dues and other charges of any nature, whether disputed or not, by an Authority, and instalments in respect thereof, including such amounts imposed or collected on the basis of: income; capital, real or personal property; payments, deliveries or transfers of property of any kind to residents or non-residents; purchases, consumption, sales, use, import, export of goods and services; mining; distributions; equity; together with penalties, fines, additions to tax and interest thereon, and **"Tax"** shall have a corresponding meaning;

**"Termination Notice"** has the meaning set out in clause 10.2(a);

**"Third Party"** means a person that is not a Party, or an Affiliate or Related Entity of that Party, to this Agreement;

**"Transfer"** has the meaning set out in clause 9.1;

**"Transferee"** has the meaning set out in clause 9.1; and

**"Visitors"** has the meaning set out in clause 7.6.

## **1.2 Interpretation**

In this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) the headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement;
- (c) a reference to a "clause" or "Schedule" shall be a reference to a clause, exhibit or schedule (as the case may be) of or to this Agreement;
- (d) a reference to an agreement, instrument or other document includes such agreement, instrument or other document as amended, novated, supplemented or replaced from time to time;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- (f) a reference to a day, month or year is relevantly to a calendar day, calendar month or calendar year;
- (g) a reference to a time of day is a reference to that time in London;
- (h) a reference to "\$", "US\$", "USD", "US Dollars", "United States dollars" or "dollars" is to the lawful currency of the United States of America;
- (i) a reference to "C\$", "CAD" or "Canadian dollars" is to the lawful currency Canada;
- (j) the expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- (k) where provision is made for an agreement or the giving of notice, approval or consent by any Person, unless otherwise specified, such agreement, notice, approval or consent shall be in writing;
- (l) writing includes any mode of reproducing words in a legible and non-transitory form; and
- (m) no rule of construction is to apply to the disadvantage of a Party on the basis that such Party drafted the whole or any part of this Agreement.

## **2 Royalty**

### **2.1 Royalty obligation**

- (a) The Grantor hereby grants and conveys the Royalty to the Royalty Holder.
- (b) The Royalty shall bind the Grantor and its successors and assigns, and the Grantor shall procure that all such successors and assigns shall execute such documents as may reasonably be required by the Royalty Holder to ensure that the Royalty shall so bind all such successors and assigns.

- (c) It is the express intention of the Parties that the Royalty constitutes and is construed as an interest in land in the Property, and the Royalty shall to the extent possible under Law:
- (i) constitute covenants attached to and running with the Property, and constitute a real property interest in the Property, and constitute interests in the Potash Products within, upon or under the Property;
  - (ii) entitle the Royalty Holder to register caveats or other encumbrances at the land titles office or other applicable registries against the Property in respect of the Royalty;
  - (iii) entitle the Royalty Holder to take in kind and separately dispose of the Potash Products produced from the Property; and
  - (iv) run with the title of the Grantor to the Property and attach to the Mining Rights that grant or otherwise confer the Grantor's rights held by it and pertaining to the Property, in any case, shall bind all successors and assigns of the Grantor in title to the Property (including pursuant to any Transfer of all or part of any interest or right in the Property, or in respect of any joint venture participant, lessee, mortgagee or other relevant third party that does or may assert title to, or an interest in, the Property), and the Grantor shall procure that all such successors and assigns shall execute such documents as may be required by the Royalty Holder to ensure that the Royalty shall so, run with the title of the Grantor to the Property and bind all such successors and assigns of the Grantor.
- (d) The Grantor agrees to pay the Royalty to the Royalty Holder in US Dollars in respect of each Quarter in accordance with the terms of this Agreement.
- (e) The Royalty Holder may elect, upon fifteen (15) days' written notice to the Grantor prior to the first day of the first calendar quarter for which such election shall be effective, to take all or a portion of the Royalty in kind by physical delivery of agricultural muriate of potash, granular grade. During any period in which the Royalty Holder has elected to take the Royalty in kind, the Grantor shall make the agricultural muriate of potash, granular grade available to the Royalty Holder at the Mine gate on the date for payment of the Royalty.
- (f) The Grantor shall not:
- (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
  - (ii) repay or distribute any dividend or share premium reserve;
  - (iii) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so;
  - (iv) make any other payment by way of return on its share capital;
  - (v) make any payment in respect of its liabilities to that person in respect of any financial indebtedness to any of its Affiliates,
- at any time when any payment of the Royalty is due and outstanding.
- (g) The Grantor shall not, at any time prior to the Senior Facility Discharge Date, agree to or permit any amendment to or modification, variation or waiver of, any provision of the Senior Facility or any other Finance Documents (as defined under the Senior Facility) that would have the effect of changing the priority of payment of the Royalty as contemplated by the Facility Agreement, including any amendment that would result in Royalty payments not (i) constituting Approved Project Costs (as defined under the Senior Facility) or (ii) being paid ahead of any amounts at that time due and payable to the Lender under the Finance Documents (in each case as defined under the Senior Facility).



- (h) The Grantor shall notify the Royalty Holder promptly upon the occurrence of the Senior Facility Discharge Date.

## **2.2 Calculation and payment of Royalty**

Within sixty (60) days after the end of each Quarter (a “**Royalty Payment Date**”), the Grantor shall:

- (a) calculate the Royalty payable for that Quarter, if any;
- (b) deliver a Statement in respect of that Quarter to the Royalty Holder;
- (c) pay the Royalty due by it for that Quarter to the Royalty Holder in immediately available funds without demand, reduction or set-off (except any deduction or withholding required by Law) by direct deposit to the bank account nominated by the Royalty Holder, which the Royalty Holder may, by notice to the Grantor, change from time to time.

## **2.3 Royalty based on volumes sold**

The Parties acknowledge that:

- (a) the Grantor may make adjustments to the Royalty Records following determination of an Adjustment; and
- (b) the amounts set out in each Statement shall be based on the aggregate amount of Payable Potash which constitutes "Gross Revenue" in respect of the relevant Quarter (such that any Adjustment shall be reflected in the Statement for the Quarter in which any adjustment to the Gross Revenue relating to such Adjustment occurs).

## **2.4 Deduction from Royalty and other payments**

- (a) Each Party shall make all payments to be made by it under or in connection with this Agreement without any deduction, unless such deduction is required by Law.
- (b) Except as otherwise provided in this Agreement, if a Party making a payment to another Party under this Agreement is legally required to deduct any tax, duty, levy, impost, deduction, charge or withholding from that payment, the deduction shall be made by the Party making the payment.

## **2.5 Interest and costs**

Without limiting the rights of the Royalty Holder in relation to any breach of this Agreement by the Grantor, if the Grantor fails to pay the Royalty or Put Option Fee due under this Agreement on or before the due date for payment, then it shall also pay to the Royalty Holder immediately on demand:

- (a) interest at an annual rate equal to SOFR plus eight per cent. (8%) on the amount due from the due date up to and including the date upon which the moneys are paid, calculated on a daily basis and compounded monthly; and
- (b) all costs and expenses (including legal costs and expenses on a full indemnity basis) incurred by the Royalty Holder which are attributable to such failure to pay by the due date.

## **2.6 Finality of Statement**

A Statement for a Quarter and payment of the Royalty in accordance with that Statement is final and in full satisfaction of all obligations of the Grantor with respect to payment of the Royalty for that Quarter unless:

- (a) the Royalty Holder does not agree with the Statement, in which case the Royalty Holder may, within eighteen (18) months of receiving the Statement or the report of an auditor appointed in accordance with this Agreement (whichever is the later), give the Grantor a Dispute Notice in which case the dispute resolution procedures in this Agreement apply; or

- (b) there has been any fraud, deliberate miscalculation, or reckless calculation of the Royalty by the Grantor.

## **2.7 Royalty a continuing obligation**

Until the termination of this Agreement in accordance with its terms, the obligations to pay the Royalty continue, with respect to each Mining Right, for the full term of the Mining Right.

## **2.8 Further assurance and abandonment**

- (a) If the Grantor or any of their Affiliates intends to renew, convert, substitute or acquire a new Mining Right which is located within the Mining Area, the Grantor shall give the Royalty Holder at least thirty (30) days prior notice of its intention to do so, and the Royalty Holder may then require the Grantor to execute a Deed of Assumption confirming that this Agreement applies to the new Mining Right.
- (b) Subject to clause 2.8(c), the Grantor shall maintain, preserve, protect and defend, at its own expense, its ownership of and title to the Property, including, paying when due all fees, Taxes, Encumbrances and assessments, and doing all other things and making all other payments necessary or appropriate to maintain the ownership, right, title and interest of the Grantor and the Royalty Holder, respectively, in the Property and under this Agreement.
- (c) With the prior written consent of the Royalty Holder (such consent not to be unreasonably withheld, conditioned or delayed), the Grantor may elect to abandon all or any part or parts of the Property.
- (d) The rights of the Royalty Holder with respect to the Property shall not be adversely affected by any conversion of the Mining Rights into any other form of tenure or mineral or surface interest, and the Royalty and this Agreement shall remain in full force and effect with respect to each property or interest resulting from any such conversion.

## **3 Royalty Purchase Price**

### **3.1 Payment**

The Royalty Holder shall pay the Royalty Purchase Price to the Grantor by direct deposit in immediately available funds to the Construction Account (or such other account agreed between the Grantor and the Royalty Holder) on the date on which the first Utilisation (as defined in the Senior Facility) is made under the Senior Facility.

### **3.2 Use of proceeds**

The Grantor undertakes to ensure that the proceeds of the Royalty Purchase Price are used solely for the funding requirements of the Project in accordance with the Operating Plan.

## **4 Call Option**

For a period of twelve (12) months beginning on the Senior Facility Discharge Date, the Grantor shall have the right to terminate this Agreement and the Royalty granted and conveyed hereunder, on (a) written notice to the Royalty Holder and (b) payment by the Grantor to the Royalty Holder of (and receipt by the Royalty Holder of) the Call Option Fee to such account as the Royalty Holder shall notify the Grantor from time to time.

## **5 Put Option**

For a period of twelve (12) months beginning on the Senior Facility Discharge Date, the Royalty Holder shall have the right to terminate this Agreement and the Royalty granted and conveyed hereunder, on service of a written notice to the Grantor. The Grantor shall pay to the Royalty Holder the Put Option Fee within seven (7) days of receipt of such written notice to such account as the Royalty Holder shall notify the Grantor from time to time.

## **6 Mining operations**

### **6.1 Mining Operations obligations**

- (a) The Royalty Holder acknowledges and agrees that, subject to clause 6.1(b):
  - (i) the Grantor owes the Royalty Holder no duty to explore, develop or mine any of the Property, or to do so at any rate or in any manner other than that which the Grantor may determine in its sole and unfettered discretion;
  - (ii) any decision to commence, pursue, suspend or cease Mining Operations at the Mine is solely a matter for the Grantor;
  - (iii) the Grantor may, but is not obliged to, treat, mill, sort, concentrate, refine, or otherwise process, beneficiate or upgrade ores, concentrates and Potash Products extracted from the Property; and
  - (iv) the Grantor is not liable for any mineral or commercial value lost in processing ores, concentrates and Potash Products extracted from the Property and no Royalty is due on any such lost value.
- (b) the Grantor shall, at the Grantor's cost, for the duration of this Agreement:
  - (i) carry out the Project in compliance with Applicable Laws in all material respects;
  - (ii) use all commercially reasonable efforts to:
    - (A) conduct any Mining Operations on or about the Mining Area safely and in accordance with Good Mining Practice;
    - (B) obtain and comply with any Permits and Mining Rights necessary to commence and continue the Mining Operations in accordance with the Operating Plan and comply with the Mining Law in all material respects;
    - (C) subject to clause 2.8(c), keep the Mining Rights in good standing under the Mining Law and applicable regulations;
    - (D) subject to clause 2.8(c), not (unless it obtains the prior written consent of the Royalty Holder) relinquish or surrender any of the Mining Rights or part thereof; and
    - (E) not permit the creation of any Encumbrance, or sell, assign or otherwise deal with or dispose of the whole or any part of its interest or right in a Mining Right, except in accordance with this Agreement
- (c) Except pursuant to the exercise of its rights under or in connection with this Agreement, the Royalty Holder shall not interfere with the carrying out of Mining Operations or the business carried on by the Grantor conducted under authority of the Mining Rights.

### **6.2 Offtake Agreements**

- (a) Without prejudice to the other provisions of this clause 6.2, the Grantor shall not enter into, amend, vary or waive any Offtake Agreement on or after the date of this Agreement without the prior written consent of the Royalty Holder.
- (b) The Grantor shall ensure that when Potash Product (or any other Mineral) is sold or otherwise disposed of, all such Potash Product (or any other Mineral) is sold or otherwise disposed of to an Offtaker pursuant to an Offtake Agreement or otherwise at the spot price for such Potash Product (or such Mineral).

- (c) The Grantor shall ensure that all Offtake Agreements entered into by it in respect of Potash Product (or other Mineral) after the Execution Date shall be on commercially reasonable Arm's Length Terms for products similar in make-up and quality to the relevant Potash Product (or other Mineral), including in respect of payable quantities, and shall include appropriate and separate sampling and assaying so that the Grantor and the applicable Offtaker can determine the grade or content of Potash Product (or other Minerals) in each delivery to an Offtaker.
- (d) With respect to any Offtake Agreements entered into after the Execution Date, the Grantor shall promptly provide to the Royalty Holder confirmation of the terms of any such Offtake Agreement and, within five (5) Business Days after the execution thereof by each of the parties thereto, the Grantor shall provide to the Royalty Holder a final signed copy of such Offtake Agreement, except to the extent prohibited from doing so by Law or, provided that the Grantor has used reasonable endeavours to obtain consent to disclose such Offtake Agreement, by any confidentiality obligations under such Offtake Agreement.
- (e) Subject to any confidentiality restrictions applicable in relation to such Offtake Agreement, the Grantor shall notify the Royalty Holder in writing when any dispute in respect of a material matter arising out of or in connection with any Offtake Agreement is commenced in respect of Potash Product and shall provide the Royalty Holder with timely updates of the status of any such dispute and the final decision and award of the court or arbitration panel with respect to such dispute, as the case may be.

### **6.3 Stockpiling**

- (a) Subject to paragraph (b) below, the Grantor may stockpile, store, or otherwise place any Potash Product (or other Mineral) at such place or places as it may elect, either upon the Property or upon other property, provided that, where the Grantor elects to stockpile Minerals on other property, the Grantor shall first secure from the property owner where such stockpiling, storage or placement is to occur a written agreement in recordable form which provides that the Royalty Holder's rights in the Minerals shall be preserved. Such agreement shall provide, *inter alia*, that:
  - (i) the Royalty Holder's rights pursuant to this Agreement, insofar as they are applicable, shall continue in full force and effect with respect to such Minerals;
  - (ii) the Royalty Holder's rights in and to the Minerals shall be the same as if the Minerals were situated on the Property;
  - (iii) the Royalty Holder's rights set forth in this clause 6.3 shall have precedence over the rights to the Minerals of the property owner where the Minerals are stockpiled, stored or placed, as well as the creditors of such property owner; and
  - (iv) such agreement shall be irrevocable as long as the Minerals remain on such property.
- (b) To the extent the Grantor exercises its rights under paragraph (a) above at any time in relation to any Minerals the subject of the Royalty, the Grantor shall, in relation to any sales of Potash Products made after such time, sell such stockpiled Potash Products before any other Potash Products produced by the Grantor.

### **6.4 Acknowledgement of other activities**

Each Party acknowledges to, and for the benefit of the other Parties, that each other Party has the free and unrestricted right to enter into, conduct and benefit from any and all Lawful business ventures of any kind whatsoever, whether or not competitive with the activities undertaken under this Agreement, without being obliged to disclose such activities to the other Parties or invite or allow any other Party to participate in those activities including activities involving mining rights adjoining the Mining Area.

## 6.5 ABC policy

The Grantor shall:

- (a) adopt a reasonable but comprehensive anti-bribery corruption policy so as to ensure it complies with all Anti-Bribery Laws and Obligations, such policy to be in form and substance satisfactory to the Royalty Holder (such policy, the “**ABC Policy**”);
- (b) in the event of any changes to the Anti-Bribery Laws and Obligations, update the ABC Policy as required by the Royalty Holder, acting reasonably, to reflect such changes; and
- (c) comply with the ABC Policy.

## 6.6 Environmental and social

The Grantor shall:

- (a) comply with Good Mining Practice from time to time in relation to the Project; and
- (b) perform or procure the performance of all Mining Operations and activities pertaining to it or in respect of the Project in accordance with Applicable Laws.

# 7 Information and access

## 7.1 Royalty Records

The Grantor shall keep, or cause to be kept, true and accurate Royalty Records in accordance with the Accounting Standards and Good Mining Practice, including tonnage, volume of Potash Products, analyses of Potash Products, weight, moisture, assays of payable content and other records and supporting materials, as appropriate, related to the computation of the Royalty hereunder, and shall permit the Royalty Holder or its Representatives to inspect such records.

## 7.2 Information and reporting

- (a) The Grantor shall provide to the Royalty Holder, as part of the ordinary course of their business, the following information:
  - (i) on a quarterly basis:
    - (A) the quarterly production and sales forecast, outlining the expected timing and volumes of the Potash Products to be sold during the course of that Quarter and the jurisdictions in which such Potash Products will be or are expected to be sold; and
    - (B) the amount of Potash Products and Payable Potash produced from the Mining Area during the preceding Quarter (specifying the Potash Product and Payable Potash type); and
  - (ii) on an annual basis within 120 days (or, if earlier, the date on which the Grantor is required to complete the audit of its annual financial statements under Applicable Laws) after the end of each Financial Year:
    - (A) annual audited financial statements of Western Resources Corp. and Western Potash Holdings Corp.;
    - (B) annual unaudited financial statements of the Grantor;
    - (C) an updated Mine Plan; and

(D) an annual report of Mining Operations during the preceding Financial Year,

provided that such information shall be deemed to be Confidential Information and the Royalty Holder agrees that it shall not disclose such information to Third Parties without the prior written approval of the Grantor other than as permitted by clause 11 (*Confidentiality*).

- (b) Notwithstanding clause 7.2(a), the Royalty Holder may request from the Grantor, from time to time, and they shall provide, such general information as the Royalty Holder might reasonably require for the purpose of determining the amount of Potash Products and Payable Potash derived from Mining Operations and the amount of Royalty to which the Royalty Holder is, or may in future be, entitled pursuant to this Agreement.

### **7.3 Inspection and financial audit of Royalty Records**

- (a) The Royalty Holder may, upon 20 Business Days written notice to the Grantor and at reasonable times of business and at its own cost, within eighteen (18) months of receiving the Statement in respect of a Quarter, inspect and audit, or appoint a suitably qualified independent accounting firm to inspect, audit and report on, the Royalty Records of the Grantor to the Royalty Holder in respect of that Quarter.
- (b) The Grantor shall give the auditor appointed by the Royalty Holder full and free access to the Royalty Records of the Grantor at its offices, or elsewhere as agreed, in respect of the payment of the Royalty for that Quarter.
- (c) Without prejudice to clause 2.6(a), if the Royalty Holder does not exercise its rights in accordance with clause 7.3(a) in respect of any Royalty Records, then the contents of such Royalty Records shall be deemed final and shall not thereafter be subject to any audit or challenge, unless there has been any fraud, deliberate miscalculation, or reckless calculation of the Royalty by the Grantor.

### **7.4 Audit frequency**

- (a) Subject to clause 7.4(b), the Royalty Holder is entitled to carry out a financial audit under clause 7.3 not more frequently than once in every twelve (12) months.
- (b) Where a financial audit under clause 7.3 reveals a Material Breach, the Royalty Holder is entitled to carry out financial audits under clause 7.3 without restriction, until such time as two consecutive audits performed at least six (6) months apart do not reveal any Material Breaches.
- (c) For the purpose of this clause 7.4, "**Material Breach**" shall mean the Royalty Holder or its auditor identifying following a financial audit under clause 7.3:
  - (i) a breach, in any material respect, of any provision of this Agreement; or
  - (ii) that the amount that should have been paid by the Grantor to the Royalty Holder as Royalty under a Statement exceeds the amount that was actually paid to the Royalty Holder as Royalty under such Statement by five percent (5%) or more.

### **7.5 Consequences of financial audit**

- (a) If the Royalty Holder notifies the Grantor of any underpayment or overpayment of the Royalty which the Royalty Holder's auditor, in its reasonable opinion, considers exists, or the audit determines that any Royalty paid has been calculated in error, the Grantor shall, on being provided with a copy of the report of the Royalty Holder's auditor, make a corresponding Adjustment of the Royalty payable for the next Quarter, unless the Grantor delivers a Dispute Notice to the Royalty Holder in relation to the relevant Statement within one (1) month of receiving the report of the Royalty Holder's auditor. If the Grantor delivers such a Dispute Notice, the dispute resolution procedures set out in this Agreement shall apply.

- (b) If the Royalty that should have been payable in respect of a Quarter under a Statement is established by audit or pursuant to a Dispute Notice to be greater or less than the Royalty set out in the Statement provided by the Grantor by five percent (5%) or more, the Grantor shall immediately on demand pay the costs of the audit to the Royalty Holder. In all other circumstances, the Royalty Holder shall bear the costs of audit.

## 7.6 Access

- (a) The Royalty Holder may, upon reasonable notice to the Grantor (such notice being no more than six weeks and no less than three weeks from the date of the proposed visit) and at reasonable times during usual business hours and at its own cost and risk, require the Grantor to grant it, its Representatives and the Representatives of any prospective assignee or transferee of the Royalty Holder's rights and interests in this Agreement (the "**Visitors**"), access to the Project and the Mining Area for a period of no more than two days, provided that the site visits will be co-ordinated, to the extent possible, so as to generally coincide with site visits arranged for other investors from time to time, to inspect any operations carried on within and adjacent to the Mining Area for the purposes of (i) the marketing of the Royalty to such assignee or transferee, (ii) any due diligence exercise of such prospective assignee or transferee and (iii) any monitoring and verification of the transactions contemplated by and information provided under this Agreement reasonably required by the Royalty Holder from time to time, and provided that the Royalty Holder shall ensure that it does not unduly interfere with the operations or with the general conduct by the Grantor of its business and complies with the reasonable requirements of the Grantor and its safety officers. In the event that subsequent events mean the scheduled date is no longer convenient for the site visit, the Grantor reserves the right to reschedule and agree to provide as much notice thereof as possible.
- (b) The Grantor shall procure, at the Royalty Holder's cost, all reasonable access for the Royalty Holder and for any Representative appointed by the Royalty Holder as may be sufficient and necessary to reasonably carry out such inspection.

## 8 Protection of Royalty Interest

### 8.1 Security

- (a) Promptly following the date of this Agreement, and in any event on or before Financial Close (as defined in the Senior Facility), the Grantor shall, and to the extent applicable shall procure that 0907414 shall, grant to the Royalty Holder and maintain in effect a fully-perfected second ranking security (second only to (i) the security granted in favour of the Project Finance Parties to secure the Senior Facility and (ii) after the Senior Facility Discharge Date, the security granted in favour of the relevant creditors to secure any Senior Lienholder Indebtedness in accordance with clause 8.5(a)) on all of the Secured Property as security for the Grantor's obligations to pay the Royalty and any other amounts due under or in connection with this Agreement. Such security shall be granted and perfected on terms and in form and substance satisfactory to the Royalty Holder (the "**Security Documents**").
- (b) The Grantor shall, and to the extent applicable shall procure that 0907414 shall, at the Royalty Holder's cost, take such action and execute and deliver or cause to be executed and delivered to the Royalty Holder such agreements, documents and instruments as the Royalty Holder may reasonably request (including legal opinions and any necessary amendments to constitutional documents / articles of association), and register, file or record the same (or a notice or financing statement in respect thereof) in all offices where such registration, filing or recording is, in the opinion of the Royalty Holder, necessary or advisable to constitute, perfect and maintain the security referred to in paragraph (a) above as second ranking security, in each case promptly after the request by the Royalty Holder, and in each case in form and substance satisfactory to Royalty Holder.

### 8.2 Insurance

- (a) The Grantor shall maintain at all times with reputable insurance companies insurance in good standing with respect to the Mine, the Mining Area and the operations conducted on and in

respect thereof (including against loss of or damage to Potash Products), consistent with Good Mining Practice.

- (b) Without prejudice to any of their obligations to make any payment under or in connection with this Agreement, including pursuant to clause 2, if the Grantor has received payment under an insurance policy in respect of any Potash Products then to the extent that any Royalty has not been paid to the Royalty Holder, the Royalty Holder shall be entitled to receive sums equivalent to a percentage equal to the relevant Royalty Rate of any insurance proceeds received in satisfaction of that Royalty payment.

### **8.3 Preservation of Corporate Existence**

- (a) The Grantor shall at all times from and after the date hereof do and cause to be done all things necessary or advisable to maintain its corporate existence.
- (b) The Grantor shall not change its name or the jurisdiction of its registered office or the jurisdiction in which any of its tangible assets are located without providing the Royalty Holder with fifteen (15) Business Days' prior written notice.

### **8.4 Encumbrances**

- (a) The Grantor shall not permit the aggregate outstanding principal amount of all debt secured by a first ranking Encumbrance in respect of the Project or the Grantor or any element thereof taken together at any time outstanding to exceed US\$250,000,000.
- (b) To the extent required by any first ranking secured creditor of any Senior Lienholder Indebtedness, the Royalty Holder shall enter into an intercreditor agreement substantially on the same terms as the Intercreditor Agreement.

### **8.5 Indebtedness**

The Grantor undertakes to procure that any creditor of indebtedness shall agree that payments of the Royalty and any other amounts hereunder shall be performed, paid and otherwise characterised as operating expenses to be fulfilled ahead of any payment of the Grantor's liabilities to such creditor.

### **8.6 No assumption of liability**

The Royalty Holder does not assume, by its execution of this Agreement or acceptance of the Royalty, any liability, obligation or commitment of the Grantor, whether known or unknown, actual or contingent, now-existing or hereafter arising in respect of the Property, including any and all obligations and liabilities of the Grantor:

- (a) relating to or arising from the environmental or other conditions in respect of any portion of the Mining Area;
- (b) relating to the Mining Operations;
- (c) to any grantor of the Mining Rights or any other Authority; and
- (d) to any third party with a contractual or proprietary interest in the Property, including any contractor or agent of the Grantor, an Offtaker, refiner or lender.

### **8.7 Indemnity**

The Grantor indemnifies and holds harmless the Royalty Holder and its Affiliates (the "**Indemnified Parties**") from any loss, cost or liability (including legal fees) incurred or suffered by the Royalty Holder or any of its Affiliates that arises from a claim against the Royalty Holder or its Affiliates in respect of:

- (a) any failure by the Grantor or any of its respective Affiliates to at all times comply with all Laws relating to any of them, the Property or the Mining Operations (as applicable);



- (b) any failure by the Grantor or any of its respective Affiliates to timely and fully perform all waste disposal, abandonment, restoration, remediation, reclamation or other obligations required by relevant Authorities (including the terms and conditions of Laws) pertaining or related to the Mining Operations or required under this Agreement or otherwise to prevent liability in respect of the Property;
  - (c) any claims by third parties against the Royalty Holder or any of its Affiliates, including in respect of property damage or injury or death to persons, arising out of the Mining Operations or other activities on or with respect to the Property;
  - (d) the Grantor or any of its respective Affiliates causing, suffering, or permitting any condition or activity at, on or in the vicinity of the Mining Area which constitutes a nuisance;
  - (e) any failure by the Grantor, or any of their respective Affiliates, to comply with Anti-Bribery and Corruption Laws, the ABC Policy or their obligations under clause 6.5 and also in relation to a breach of clause 11.2; or
  - (f) the enforcement of the rights of the Royalty Holder and its Affiliates under this clause, provided that:
    - (i) if such loss, cost or liability was contributed to by any act or omission by any Indemnified Party, the indemnity to the Indemnified Parties is reduced by the proportion in which the relevant Indemnified Party contributed to such loss, cost or liability;
    - (ii) the indemnity shall not include any economic or indirect losses, including any lost production or loss of profits suffered or incurred by an Indemnified Party (including any claims made by third parties); and
    - (iii) the indemnity is limited to any claims that may be made against an Indemnified Party arising out of or in connection with, directly or indirectly and in whole or in part:
      - (A) its status as the Royalty Holder or an Affiliate of the Royalty Holder (as applicable) from time to time: or
      - (B) the Mine, the Mining Area, the Mining Operations or the Mining Rights,
- and shall not include any indemnity in respect of any claims against an Indemnified Party that does not relate to the above.

No indemnity shall be due by the Grantor to the Royalty Holder or any of its Affiliates for any loss, cost or liability (including legal fees) incurred or suffered by the acts or omissions of the Royalty Holder or any of its Affiliates.

## 8.8 Further assurance

Grantor shall promptly provide the Royalty Holder with any information reasonably requested by the Royalty Holder in connection with the performance by the Grantor of its obligations under this Agreement.

## 9 Transfer and Encumbrances

### 9.1 Transfer by Grantor

Neither the Grantor nor any owner of all or any of the shares or quotas in the Grantor, shall sell, transfer, grant, assign, encumber or otherwise dispose of all, part of, or any interest or right in the Grantor any of the Mining Rights or this Agreement ("**Transfer**") to any Person or Persons (a "**Transferee**") except (i) with the prior written consent of the Royalty Holder, or (ii) in accordance with clause 9.2 (*Permitted Transfer*) and clause 9.3 (*Validity of Transfer*). The Grantor shall procure compliance with this clause 9.1 by the owner of any of its shares or quotas.

## 9.2 Permitted Transfer

A Transfer of all, part of, or any interest or right in the Grantor, or any of the Mining Rights will not be a breach of clause 9.1, provided that:

- (a) the Transferee is a Qualified Transferee;
- (b) the Transferee and each person that has a direct interest in the Transferred rights and interests grants the same security interests in, to and over such rights and interests, and enters into security documents on the same terms, in each case as required pursuant to clause 8.1;
- (c) such Person shall have entered into all such documents and undertaken all such acts as reasonably required by the Royalty Holder to give effect to such Transfer, in each case in form and substance satisfactory to the Royalty Holder; and
- (d) the Grantor has given prior written notice of such Transfer to the other Parties to this Agreement.

## 9.3 Validity of Transfer

In addition to the foregoing, any Transfer set out in clause 9.2 shall only be considered valid if the Transferee expressly acknowledges in writing, in form and substance satisfactory to the Royalty Holder acting reasonably, the existence of this Agreement and the Royalty and agrees to be bound by the terms herein as if it was the original Party in place of the relevant transferor.

## 9.4 Sale of interest by Royalty Holder

- (a) Subject to clause 9.4(b), the Royalty Holder may sell, transfer, grant, assign or otherwise dispose of (an “**Assignment**”) all or part of its rights and interests and obligations under this Agreement to any Person provided (i) it has given prior written notice thereof to the other Parties to this Agreement and (ii) that such Person is not a Restricted Person.
- (b) Prior to effecting any Assignment to any Person other than the Grantor, the Royalty Holder shall enter into good faith negotiations with the Grantor for a period of 60 days starting on the date on which the Royalty Holder gives written notice to the Grantor that it is entering into such negotiations under this clause 9.4(b) (the **Negotiation Period**) with a view to agreeing such Assignment to the Grantor, provided that if at the end of the Negotiation Period the Royalty Holder and the Grantor have not agreed on the terms of such Assignment to the Grantor, the Royalty Holder shall have the right to effect such Assignment not later than 120 days from the expiry of the Negotiation Period to any other Person in accordance with clause 9.4(a) at a price and on terms which are no more favourable to such other Person and no less favourable to the Royalty Holder (in the Royalty Holder’s sole discretion, acting reasonably) in either case than the price and terms offered by the Grantor during the Negotiation Period. If the Royalty Holder fails to consummate the transaction with respect to the Assignment with such third party within such time period set forth in this clause 9.4(b), the right of first offer herein shall be deemed to be revived and shall continue in full force and effect.

## 9.5 Indemnity and damages

- (a) The Grantor shall indemnify and hold the Royalty Holder harmless against all loss, damage, claims and expenses (including legal costs on a full indemnity basis) resulting from any breach of this Agreement in relation to any Transfer or purported Transfer. Any Transfer or purported Transfer that does not comply strictly with the requirements of this Agreement shall be void.
- (b) If any act or omission of a Party under this Agreement gives a Party a right to damages or gives rise to liability of a Party under any indemnity given under this Agreement, then except where this Agreement specifically provides otherwise, such damages or liability shall be limited to the direct, proximate and foreseeable loss attributable to such act or omission, after taking into account any obligation of the Party seeking damages or indemnification to mitigate its loss, and neither Party nor any other person claiming through or under a Party shall be entitled to damages or indemnification for indirect, remote or unforeseeable loss or for any loss in the

nature of compensation for loss or denial of opportunity, loss of goodwill, loss of profit or business reputation or other similar indirect or pure economic loss occasioned by that act or omission.

## 10 Default

### 10.1 Grantor Default

It shall be a default (a "**Default**") if:

- (a) the Grantor:
  - (i) does not pay when due the Royalty in accordance with clause 2 or any other amount due to the Royalty Holder or any of its Affiliates in accordance with this Agreement, if such breach is not remedied by the Grantor within fifteen (15) days after delivery of a notice of breach from the Royalty Holder to the Grantor. If the Grantor is prevented from making, or the Royalty Holder is prevented from demanding, receiving or retaining, under any agreement, including any intercreditor agreement, any such payment then this will not prevent such non-payment from being a Default;
  - (ii) is in breach of any of the warranties given at the Execution Date under clause 11 (*Warranties*);
  - (iii) does not comply with its obligations under clause 6.1 (*Mining Operations obligations*), if such breach is not remedied by the Grantor within 30 days after delivery of a notice of breach from the Royalty Holder to the Grantor; or
  - (iv) does not comply with its obligations in respect of an Encumbrance under clause 8.4, if such breach is not remedied within 30 days after delivery of a notice of breach from the Royalty Holder to the Grantor;
- (b) a Transfer occurs other than in accordance with clause 9;
- (c) the Grantor is in breach of any of its obligations under clause 6.1(b);
- (d) any security granted in accordance with clause 8.1 becomes invalid or unenforceable or is repudiated or extinguished or the Grantor or any Person (other than the Royalty Holder) lawfully (in the case of a Person which is not the Grantor, as determined by an unappealable decision issued by a competent court) purports or seeks to repudiate or extinguish any such security or make any of it invalid or unenforceable;
- (e) any Permit that has been previously obtained by the Grantor is cancelled, revoked, forfeited, surrendered, refused renewal or terminated (whether in whole or in part) or is not, or ceases to be, in full force and effect, in each case for a period exceeding the applicable legal term or the term provided by the applicable Authority, as the case may be, to take the required actions to revert such cancellation, revocation, forfeiture, surrender, refusal of renewal or termination other than in the ordinary course of business and that Permit ceasing to be in full force and effect does, or could reasonably be expected to, result in a Material Adverse Event;
- (f) any Authority condemns, expropriates, seizes, relinquishes, withdraws, repudiates, cancels or appropriates any property or assets or part thereof which, when combined with any other property or assets previously condemned, expropriated, seized, relinquished, withdrawn, repudiated, cancelled or appropriated, forms a material part of the Mining Operations or Property;
- (g) it is or becomes unlawful for the Grantor to perform any of its material obligations under or in connection with this Agreement or:
  - (i) the Grantor; or

- (ii) any other Person (other than the Royalty Holder) lawfully (as determined by an unappealable decision issued by a competent court),

repudiates, extinguishes or rescinds this Agreement;

- (h) the Grantor enters into (or resolves to enter into) any voluntary arrangement, composition or similar arrangement for the benefit of creditors or any class of them;
- (i) the Grantor commences any insolvency proceedings in respect of it in any relevant jurisdictions, which are not discharged within sixty (60) days of being filed or presented in any applicable court or other competent body;
- (j) a liquidator or provisional liquidator being appointed or an administrative receiver, receiver, administrator, trustee or the equivalent in any relevant jurisdiction is validly appointed over, the whole or any material part of the undertaking, property or assets of the Grantor;
- (k) an application or order is made or resolution is passed for the winding-up of the Grantor, which is not discharged within sixty (60) days of being filed or presented in any applicable court or other competent body; or
- (l) any voluntary dissolution (other than in connection with insolvency or bankruptcy) of the Grantor takes place other than with the prior written consent (not to be unreasonably withheld) of the Royalty Holder.

## 10.2 Consequences of Default

- (a) If there is a Default, the Royalty Holder shall be entitled to:
  - (i) exercise any or all of its rights, remedies, powers or discretions under this Agreement or any Security Document or otherwise under Law;
  - (ii) deliver a notice to the Grantor that it wishes to terminate this Agreement ("**Termination Notice**").
- (b) If the Royalty Holder issues a Termination Notice in accordance with clause 10.2(a):
  - (i) this Agreement shall terminate with effect from the date of such Termination Notice, except for the Surviving Provisions, which shall remain in force; and
  - (ii) any and all accrued rights or liabilities of any Party in respect of damages for non-performance of any obligation falling due for performance or otherwise for breach of this Agreement prior to such termination shall continue to exist.

## 11 Warranties

Each Party warrants as at the Execution Date for the benefit of the other Parties that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full power and capacity to enter into and perform its obligations under this Agreement;
- (c) all necessary authorisations for the execution, delivery and performance by it of this Agreement in accordance with its terms have been obtained;
- (d) its execution, delivery and performance of this Agreement complies with its constitution and does not constitute a breach of any Law or obligation, or cause a default under any agreement by which it is bound; and

- (e) no meeting has been convened, resolution proposed or order made for the winding up, or the appointment of an administrator, of it, and no mortgagee or chargee has taken, attempted to take or indicated an intention to exercise its rights under any security.

### **11.1 Warranties by the Grantor**

The Grantor warrants as at the Execution Date, for the benefit of the Royalty Holder, that:

- (a) it is the legal and beneficial owner of a one hundred percent (100%) leasehold interest in the Property, free of any Encumbrance (other than any Permitted Encumbrance and any other Encumbrances disclosed to the Royalty Holder in writing prior to the date of this Agreement);
- (b) the Mining Rights are in good standing under Applicable Laws and applicable regulations, have been fully and effectively acquired by the Grantor and are not liable to cancellation or forfeiture for any reason and, to the knowledge of the Grantor, it is not aware of any circumstances which may give rise to such cancellation or forfeiture;
- (c) other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement, it has complied with all Laws in respect of the Property in all material respects and all fees (including annual fees per hectare and inspection fees), rents, rates, royalties (including statutory royalty and landowner's royalty), taxes and other similar payments due and payable in respect of all of the Mining Rights have been paid;
- (d) other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement, it is not engaged in any litigation, arbitration or other proceeding concerning the Property and it is not aware of any pending or threatened litigation, arbitration or other proceeding concerning the Property, which if successful would have a materially adverse effect on the value of the Property or the Grantor's interest or right in the Property;
- (e) to its knowledge, there is no basis for any claim adverse to the right, title and interest of the Grantor to the Property other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement;
- (f) apart from this Agreement there are no agreements, arrangements, understandings, rights or options to acquire or purchase the Property or any portion thereof or any interest therein (including any Encumbrance) or any claim to any royalty or other interest in the Property or production therefrom and no person other than the Grantor and the Royalty Holder, has any right, title, interest or claim whatsoever in the Property or in production from the Property other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement;
- (g) it holds all Permits and approvals and authorizations required from any Authority for the Grantor to own its interest in the Property, to conduct Mining Operations on the Property as currently being conducted, and to access the Property;
- (h) it has full, exclusive and continuous access to the Property for the performance of exploration, development and mining and related works on the Property and no event of default exists (and, to its knowledge, no other circumstances exist which constitute or (with the giving of notice, lapse of time, determination of materiality, or the fulfilment of any other condition or any combination of the foregoing) would constitute a default) under the arrangements governing such rights of access to the Property;
- (i) all material contracts to which the Grantor is a party or by which it is otherwise bound are in full force and effect and constitute valid and enforceable obligations of the parties thereto;
- (j) it, nor to its knowledge having made due enquiry, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation under any material contract in respect of the Project or any financing or indebtedness in respect of the Project, and, to its knowledge, no event has occurred which, with notice or lapse of time or both, would constitute such a default other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement;

- (k) it has not received notice of any intention to terminate any such material contract referred to in Clauses 11.1(i) and/or 11.1(j) above or repudiate or disclaim any transaction contemplated thereby other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement;
- (l) the Grantor has acted, and the Mining Operations have been operated, in compliance with all Environmental Laws in all material respects and, to its knowledge, no event has occurred in connection with the Mining Operations which would constitute a material breach of Environmental Laws;
- (m) all Mining Operations and all exploration activities in respect of the Property have been conducted in accordance with Good Mining Practice and all workers' compensation and health and safety regulations applicable to the Mining Operations or the Grantor have been complied with in all material respects;
- (n) all material Taxes due and payable by the Grantor (whether or not shown due on any Tax returns and whether or not assessed (or reassessed) by the appropriate Authority) have been timely paid to the extent not disputed in good faith (and all Taxes disputed in good faith have been disclosed in reasonable detail to the Royalty Holder and properly provisioned for in the relevant Person's accounts) other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement. All assessments and reassessments received by it in respect of Taxes have been paid to the extent not disputed in good faith and all assessments and reassessments disputed in good faith have been disclosed in reasonable detail to the Royalty Holder and properly provisioned for in the relevant Person's accounts;
- (o) all Tax returns required by Law to be filed by or with respect to it have been properly prepared and timely filed and all such Tax returns (including information provided therewith or with respect thereto) are true, complete and correct in all material respects, and no material fact or facts have been omitted therefrom which would make any such Tax returns misleading other than as disclosed to the Royalty Holder in writing prior to the date of this Agreement;
- (p) adequate provision has been made by it in its financial statements for all Taxes for any period for which Tax returns are not yet required to be filed, or for which Taxes are not yet due or payable, up to the date of the financial statements;
- (q) neither it nor any of its directors, officers or employees is or has been the subject of any claim by any Authority or any Person regarding any offence or alleged offence under any Anti-Bribery Laws and Obligations, and, to its knowledge, no such claim has been threatened or is pending and there are no circumstances likely to give rise to any such claim;
- (r) none of its, or nor any of its Affiliate's, directors, officers or employees is a Public Official, and no Public Official has any legal or beneficial interest in this Agreement or in any payments to be made by the Grantor hereunder, and

and where a warranty in this clause 11.1 is qualified by the expression 'to its knowledge' or any similar expression, that expression shall be deemed to include the actual knowledge of the directors and officers of the relevant Person at the Execution Date, with those persons having made due and reasonable enquiries of any and all other Persons who may reasonably be expected to have knowledge of the facts, matters or circumstances to which the warranty relates.

## **11.2 Anti-Bribery Laws and Obligations and Sanctions**

- (a) The Grantor:
  - (i) warrants that it and its Affiliates and their respective directors, officers and employees have complied with all material Anti-Bribery Laws and Obligations and Sanctions applicable to such Party or its activities; and
  - (ii) covenants that it and its Affiliates and their respective directors, officers and employees will comply with all material Anti-Bribery Laws and Obligations and Sanctions applicable to such Party or its activities,

and will sanction any breach of this provision in accordance with its ABC Policies.

(b) The Grantor:

- (i) warrants that it and its Affiliates and their respective directors, officers and employees have not made, offered or authorised; and
- (ii) covenants that it and its Affiliates and their respective directors, officers and employees will not make, offer or authorise,

any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Public Official, any political party, political party official, or candidate for office.

## 12 Existing Claims

The Grantor undertakes to:

- (a) settle all of the Existing Claims;
- (b) take all such action as would be required to enable the Grantor to warrant all matters in clauses 11.2 (a), (c), (d), (e), (f), (j), (k), (n) and (o) without the limitation by reference to the matters disclosed to the Royalty Holder in writing prior to the date of this Agreement; and
- (c) deliver to the Royalty Holder a certificate, in form and substance satisfactory to the Royalty Holder, executed by a director of the Grantor, certifying that it has completed the actions set out in paragraphs (a) and (b) above,

in each case by (i) in relation to the Amarillo Claim, 30 June 2022, (ii) otherwise, the date falling twenty (20) days after execution of this Agreement or (if later) the date on when the Royalty Purchase Price is funded in accordance with clause 3.1 (*Payment*).

## 13 Confidentiality

### 13.1 Non-disclosure of Confidential Information

A Party shall not disclose Confidential Information except:

- (a) if the disclosure is expressly permitted by this Agreement;
- (b) to its Representative, or the Representative of an Affiliate, who requires the information for the purposes of or related to this Agreement, the Mining Rights or the Royalty with the prior requirement that they keep the disclosed information confidential in accordance with this clause 13;
- (c) to the extent necessary in relation to the registration of the Royalty and/or this Agreement;
- (d) with the written consent of the Party who supplied the Confidential Information, which consent may be given or withheld in its absolute discretion;
- (e) if the Party, or an Affiliate of the Party, holding the Confidential Information is required to do so by Law, including by a recognised stock exchange, an Authority or in connection with legal proceedings relating to this Agreement; or
- (f) if disclosure is made on a confidential basis to:
  - (i) a prospective transferee or assignee of the Party's rights and obligations under this Agreement or of all or part of a Mining Right or interest in a Mining Right; or

(ii) a prospective financier of the Party or its Related Entities,

and any of their financial or legal advisors; provided each disclosee agrees to keep the disclosed information confidential in accordance with this clause 13.

### **13.2 Disclosure by recipient of Confidential Information**

A Party disclosing Confidential Information as permitted by this Agreement shall ensure that persons receiving Confidential Information from it do not disclose the Confidential Information except as permitted by this Agreement.

### **13.3 Return of Confidential Information**

A Party who has disclosed Confidential Information to a prospective transferee, assignee or financier as provided for by this Agreement shall obtain from that person prior to disclosure an undertaking that, on the request of the disclosing Party, it will immediately deliver or re-deliver to that Party all documents or other materials containing or referring to the Confidential Information in its possession, power or control.

### **13.4 Survival of termination**

This clause 13 continues to bind a Person notwithstanding that such Person ceases to be a Party to this Agreement or this Agreement expires or is terminated for any reason, until the period that ends two (2) years after the date of expiry or earlier termination (as applicable) of this Agreement.

### **13.5 Announcements and press releases**

A Party shall not make press or other announcements or releases relating to this Agreement and the transactions the subject of this Agreement without the approval of the other Parties to the form and manner of the announcement or release, such approval not to be unreasonably withheld or delayed, unless and to the extent that the announcement or release is required to be made by the Party, or an Affiliate of the Party, by Law, including by a recognised stock exchange.

## **14 Taxes**

All amounts payable under or in connection with this Agreement are exclusive of any applicable goods and services tax or value added tax, unless indicated otherwise.

## **15 Notices**

### **15.1 Form of Notice**

Unless expressly stated otherwise in this Agreement, any notice, certificate, consent, approval, waiver or other communication in connection with this Agreement (the "**Notice**") shall be in writing and delivered or sent by hand, registered post or email to the party to be served at its address as follows:

(a) to the Grantor at:

Address: PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada  
 Email: jack@westernpotash.com  
 Tel: +1-306-352-3573  
 Attention: Jack Xue



(b) to the Royalty Holder at:

Address: 170 Chiltern Hill Road, Suite 609, Toronto, Ontario, Canada M6C 0A9  
 Email: alex.brainis@centralisgroup.com  
 Tel: +1 647 339 0223  
 Attention: Alex Brainis

with a copy to:

Address: 5th Floor, 45 Pall Mall, London, SW1Y 5JG  
 Email: wjarvis@appiancapitaladvisory.com and tmister@appiancapitaladvisory.com  
 Tel: +44 20 3179 1656  
 Attention: Winta Jarvis and Timothy Mister

**15.2 When Notices are taken to have been delivered and received**

- (a) A Notice shall be regarded as delivered and received:
- (i) if delivered by hand, when left at the address set out in clause 15.1;
  - (ii) if sent by registered paid post, on the third day following the date of postage to the address set out in clause 15.1; and
  - (iii) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates that the email was sent to the recipient's email address set out in clause 15.1.
- (b) A Notice delivered or received other than on a Business Day or after 5.00pm is regarded as received at 9.00am on the following Business Day. A Notice delivered or received before 9.00am is regarded as received at 9.00am.

**16 Ancillary provisions****16.1 Entire agreement**

- (a) This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements, whether oral or in writing, between the Parties relating to the subject matter of this Agreement, including any confidentiality undertakings given by any Party.
- (b) Each Party acknowledges that it does not rely on, and has not been induced to enter into this Agreement on the basis of, any express or implied representation, warranty, covenant, undertaking, indemnity, collateral contract or other statement whatsoever made by or on behalf of any other Party at any time before the entering of this Agreement, except as expressly set out in this Agreement. Each Party waives all rights and remedies which, but for this clause 16.1, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- (c) Nothing in this clause 16.1 limits or excludes any liability for fraud.

**16.2 Successors**

The provisions of this Agreement endure for the benefit of and are binding on each Party and their respective successors and permitted assigns and transferees.

**16.3 No partnership**

The rights and obligations in this Agreement are not intended to, and shall not, create a relationship of partnership, agency, or trust between any of the Parties and no Party has any authority to bind another Party in any way.

**16.4 Accounting matters**

Unless otherwise agreed by the Parties, all accounting matters are to be determined in accordance with sound accounting practices and the Accounting Standards.

**16.5 Amendment**

- (a) No modification, variation or amendment of this Agreement is of any force unless it is in writing and has been signed by each of the Parties.
- (b) If requested by any Party in connection with any new Laws or changes to existing Laws in respect of Tax, the Parties shall use reasonable endeavours to discuss and (to the extent it would not result in the Party being requested to suffer or incur any cost, expense or liability nor be adverse to any of such Party's rights, interests or economic return under this Agreement) agree any amendments to this Agreement which may be necessary or desirable in connection with such changes.

**16.6 Severability**

The provisions contained in this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any provision is invalid but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

**16.7 Waiver**

A waiver of any right, power or remedy under this Agreement shall be in writing signed by the Party granting it. A waiver is only effective in relation to the particular right, power or remedy in respect of which it is given. It is not to be taken as an implied waiver of any other right, power or remedy or as an implied waiver of that obligation or breach in relation to any other occasion.

**16.8 Remedies cumulative**

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by Law independently of this Agreement, except to the extent that they are expressly excluded.

**16.9 Third party rights**

Except for an Affiliate of the Royalty Holder referred to in clause 8.7, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

**16.10 No set-off**

All amounts due under or in connection with this Agreement shall be paid in full without any set-off or counterclaim, whether arising under this Agreement or otherwise.

**16.11 Further assurances**

Each Party shall execute all documents and do all things reasonably necessary or desirable to give full effect to this Agreement and to any matter or thing contemplated pursuant to this Agreement.

**16.12 Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement, and any Party (including any duly authorised representative of a Party) may enter into this Agreement by executing a counterpart. Delivery of a counterpart of this Agreement by e-mail attachment shall be an effective mode of delivery.

## 17 Dispute Resolution

All disputes arising out of or in connection with this Agreement or in respect of any legal relationship associated with or derived from this Agreement, shall be arbitrated and finally resolved pursuant to the National Arbitration Rules of the ADR Institute of Canada (the "**Rules**") in effect at the time the dispute arises, except as the Rules are modified in accordance with the following provisions or as modified in a subsequent written agreement between the Parties:

- (a) the Royalty Holder and the Grantor shall, within thirty (30) days of receipt by a Party from the other Party of notification of a dispute, agree on the appointment of a single arbitrator who shall be qualified by experience and education to determine the matter in dispute. If the Royalty Holder and the Grantor have not agreed on a single arbitrator within those thirty (30) days, then such arbitrator shall be appointed by the ADR Institute of Canada in accordance with the Rules, upon application of either Party;
- (b) the arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the decision of the arbitrator shall be made within sixty (60) days of submission of the dispute to the arbitrator and shall be binding upon the Royalty Holder and the Grantor for all purposes of this Agreement;
- (c) the fees and other costs associated with the arbitrator shall be shared equally by the Parties unless otherwise decided by the arbitrator;
- (d) the arbitration award will be given in writing, provide reasons for the decision, will be final and binding on the Parties, and not subject to any appeal;
- (e) judgment upon any award may be entered in any Court having jurisdiction or application may be made to any Court for judicial recognition of the award or an order of enforcement, as the case may be;
- (f) the Parties agree that the arbitration will be kept confidential;
- (g) the arbitration shall take place in Toronto, Canada;
- (h) the language of the arbitration shall be English; and
- (i) the matter in dispute shall be determined pursuant to the substantive laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

## 18 Applicable Law

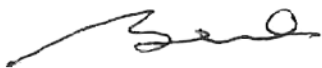
This Agreement shall in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Saskatchewan and each Party accepts and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts of appeal therefrom.

**IN WITNESS OF WHICH** the Parties have executed and delivered this Agreement as of the day and year first above written.

## SIGNATURE PAGE

Grantor

WESTERN POTASH CORP.



---

Name: Zhanli (Jerry) Zhang

Title: Authorized Signing Officer

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Name:

Title:

Royalty Holder

WPC ROYALTY CORP.

Per:



Authorized Signatory

### Schedule 1 – Secured Property

| Section    | Quarter | Mineral Rights Holder                        | Surface Landowner      | Area (ha) |
|------------|---------|----------------------------------------------|------------------------|-----------|
| 20-14-17-2 | NE      | HM the Queen in Right of Saskatchewan (100%) | 0907414 BC Ltd. (100%) | 64.65     |
|            | NW      | HM the Queen in Right of Saskatchewan (100%) | 0907414 BC Ltd. (100%) | 64.77     |
| Total Area |         |                                              |                        | 129.42    |

## **Schedule 2 – Map of Mining Area**

As shown in the map below, including all freehold mineral leasehold interests held by the Grantor as grantee or lessee, which includes without limitation, the freehold mineral leases for potash and related subsurface minerals, described in Schedule “B” to the Debenture the Royalty and WPC (Jersey) Limited as lender in relation to the Senior Facility, as set out in Annex A to this Schedule 2

**Annex A**



**Schedule "B"**  
**Freehold Mineral Leases**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|-----------------------------------------|-----------------|----------------------------------------------------------------------------------|----------------------------|-------------------|
| 73307          |                       | Freehold Mineral Lease                  | 08-28-2029      | Jeffrey Scott Eberle                                                             | <b>115907182</b>           | <b>149233686</b>  |
|                | <b>120846203</b>      |                                         |                 | ParID 120846203-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 73307          |                       | Freehold Mineral Lease                  | 08-28-2029      | Jeffrey Scott Eberle                                                             | <b>115907182</b>           | <b>149233697</b>  |
|                | <b>120846225</b>      |                                         |                 | ParID 120846225-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 73308          |                       | Freehold Mineral Lease                  | 08-28-2029      | Susan Michele Eberle                                                             | <b>115907137</b>           | <b>149233619</b>  |
|                | <b>120846203</b>      |                                         |                 | ParID 120846203-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 73308          |                       | Freehold Mineral Lease                  | 08-28-2029      | Susan Michele Eberle                                                             | <b>115907137</b>           | <b>149233620</b>  |
|                | <b>120846225</b>      |                                         |                 | ParID 120846225-LSD4-                                                            |                            |                   |
|                | <b>Remarks:</b>       | LSD 3&4, Ext49&Ext50. by MG Jun 20 2017 |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 36116          |                       | Freehold Mineral Lease                  | 06-10-2030      | Eric Henry Luttmerding                                                           | <b>116590877</b>           | <b>152115016</b>  |
|                | <b>120751310</b>      |                                         |                 | ParID 120751310NE-S1-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       |                                         |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 36095          |                       | Freehold Mineral Lease                  | 06-10-2030      | Eric Henry Luttmerding                                                           | <b>116590642</b>           | <b>152114532</b>  |
|                | <b>120751321</b>      |                                         |                 | ParID 120751321NW-S1-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       |                                         |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 36130          |                       | Freehold Mineral Lease                  | 06-10-2030      | Eric Henry Luttmerding                                                           | <b>116591272</b>           | <b>152116208</b>  |
|                | <b>120751332</b>      |                                         |                 | ParID 120751332SE-S1-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       |                                         |                 |                                                                                  |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                        | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                            | <b>Interest Register #</b> | <b>Interest #</b> |
| 38123          |                       | Freehold Mineral Lease                  | 01-11-2031      | Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan | <b>117143423</b>           | <b>154135784</b>  |
|                | <b>120751286</b>      |                                         |                 | ParID 120751286SE-S3-T13N-R15E-                                                  |                            |                   |
|                | <b>Remarks:</b>       | BLK/Par A-Plan                          |                 |                                                                                  |                            |                   |

| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------------|------------|----------------------------------------------------------------------------------|---------------------|------------|
| 38124   |                | Freehold Mineral Lease       | 01-11-2031 | Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan | 117143221           | 154135098  |
|         | 120751208      |                              |            | ParID 120751208SE-S3-T13N-R15E-                                                  |                     |            |
|         | Remarks:       | BLK/Par B-Plan, Extention 17 |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 39775   |                | Freehold Mineral Lease       | 06-16-2031 | Katherine Stephens                                                               | 117500666           | 155514517  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37100   |                | Freehold Mineral Lease       | 09-18-2030 | Kim Lewis Fowler                                                                 | 116881656           | 153154188  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37149   |                | Freehold Mineral Lease       | 09-18-2030 | Lori Jean Richardson                                                             | 116889508           | 153179286  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37177   |                | Freehold Mineral Lease       | 09-18-2030 | Mark Stephens Fowler                                                             | 116899622           | 153214354  |
|         | 120751095      |                              |            | ParID 120751095NE-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 39776   |                | Freehold Mineral Lease       | 06-16-2031 | Katherine Stephens                                                               | 117502095           | 155526082  |
|         | 120751107      |                              |            | ParID 120751107NW-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37099   |                | Freehold Mineral Lease       | 09-18-2030 | Kim Lewis Fowler                                                                 | 116881667           | 153154199  |
|         | 120751107      |                              |            | ParID 120751107NW-S7-T13N-R15E-                                                  |                     |            |
|         | Remarks:       |                              |            |                                                                                  |                     |            |
| Agmt No | Mineral Parcel | Agmt Type                    | Exp Date   | Grantor/Lessor                                                                   | Interest Register # | Interest # |
| 37150   |                | Freehold Mineral Lease       | 09-18-2030 | Lori Jean Richardson                                                             | 116888822           | 153177789  |
|         | 120751107      |                              |            | ParID 120751107NW-S7-T13N-R15E-                                                  |                     |            |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37174          |                       | Freehold Mineral Lease | 09-18-2030      | Mark Stephens Fowler            | <b>116899824</b>           | <b>153214815</b>  |
|                | <b>120751107</b>      |                        |                 | ParID 120751107NW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39774          |                       | Freehold Mineral Lease | 06-16-2031      | Katherine Stephens              | <b>117501948</b>           | <b>155524732</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37098          |                       | Freehold Mineral Lease | 09-18-2030      | Kim Lewis Fowler                | <b>116881331</b>           | <b>153153570</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37148          |                       | Freehold Mineral Lease | 09-18-2030      | Lori Jean Richardson            | <b>116889531</b>           | <b>153179332</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37173          |                       | Freehold Mineral Lease | 09-18-2030      | Mark Stephens Fowler            | <b>116900175</b>           | <b>153216356</b>  |
|                | <b>120751118</b>      |                        |                 | ParID 120751118SE-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39773          |                       | Freehold Mineral Lease | 06-16-2031      | Katherine Stephens              | <b>117502039</b>           | <b>155525508</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37101          |                       | Freehold Mineral Lease | 09-18-2030      | Kim Lewis Fowler                | <b>116881465</b>           | <b>153153873</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37175          |                       | Freehold Mineral Lease | 09-18-2030      | Mark Stephens Fowler            | <b>116899712</b>           | <b>153214567</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37176          |                       | Freehold Mineral Lease | 09-18-2030      | Lori Jean Richardson            | <b>116898924</b>           | <b>153210710</b>  |
|                | <b>120751129</b>      |                        |                 | ParID 120751129SW-S7-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36125          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116593397</b>           | <b>152121787</b>  |
|                | <b>114329741</b>      |                        |                 | ParID 114329741NE-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36207          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116596435</b>           | <b>152137313</b>  |
|                | <b>114329752</b>      |                        |                 | ParID 114329752NW-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36124          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116593421</b>           | <b>152121811</b>  |
|                | <b>114329763</b>      |                        |                 | ParID 114329763SE-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36123          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116593724</b>           | <b>152123712</b>  |
|                | <b>114329774</b>      |                        |                 | ParID 114329774SW-S8-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35769          |                       | Freehold Mineral Lease | 05-19-2030      | Timothy J. Connaughty           | <b>116507662</b>           | <b>151803918</b>  |
|                | <b>120751062</b>      |                        |                 | ParID 120751062NE-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35872          |                       | Freehold Mineral Lease | 05-19-2030      | Samuel M. Connaughty            | <b>116538307</b>           | <b>151913459</b>  |
|                | <b>120751062</b>      |                        |                 | ParID 120751062NE-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36208          |                       | Freehold Mineral Lease | 06-17-2030      | David Kenan Pugsley             | <b>116596110</b>           | <b>152136143</b>  |
|                | <b>114329785</b>      |                        |                 | ParID 114329785NW-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35904          |                       | Freehold Mineral Lease | 06-13-2030      | Wayne Edward Linnen             | <b>116556879</b>           | <b>181344304</b>  |
|                | <b>120751073</b>      |                        |                 | ParID 120751073SE-S9-T13N-R15E- |                            | <b>181344348</b>  |

**Remarks:****181344360**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37909          |                       | Freehold Mineral Lease | 12-16-2030      | Colleen Arden Borshowa          | <b>117114601</b>           | <b>154026121</b>  |
|                | <b>120751040</b>      |                        |                 | ParID 120751040SW-S9-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36410          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116684769</b>           | <b>152467476</b>  |
|                | <b>120750959</b>      |                        |                 | ParID 120750959NE-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36465          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116685681</b>           | <b>152475116</b>  |
|                | <b>120750960</b>      |                        |                 | ParID 120750960NW-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36409          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116684501</b>           | <b>152466464</b>  |
|                | <b>120750971</b>      |                        |                 | ParID 120750971SE-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36466          |                       | Freehold Mineral Lease | 07-19-2030      | Jean Edith Abbott                | <b>116686952</b>           | <b>152482631</b>  |
|                | <b>120750982</b>      |                        |                 | ParID 120750982SW-S13-T13N-R15E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                         | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 37541          |                       | Freehold Mineral Lease | 10-27-2030      | William Dale Anderson,<br>Attorney for James I. Stewart,<br>William Dale Anderson and Gail<br>Kathleen Anders | <b>117024487</b>           | <b>169844877</b>  |
|                | <b>111547739</b>      |                        |                 | ParID 111547739NE-S15-T13N-R15E-                                                                              |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------|----------------------------|-------------------|
| 37552          |                       | Freehold Mineral Lease | 10-27-2030      | William Dale Anderson,<br>Attorney for James I. Stewart | <b>117024544</b>           | <b>169844990</b>  |

Attorney for James T. Stewart,  
William Dale Anderson and Gail  
Kathleen Anders

ParID 111547740SE-S15-  
T13N-R15E-

**111547740**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36059   |                | Freehold Mineral Lease | 06-14-2030 | Olive Lorraine Wyand | <b>116602545</b>    | <b>167708122</b> |

**145226471**

ParID 145226471SW-S15-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36126   |                | Freehold Mineral Lease | 06-17-2030 | David Kenan Pugsley | <b>116593331</b>    | <b>152121664</b> |

**114329796**

ParID 114329796SW-S17-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36060   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116570774</b>    | <b>152034847</b> |

**120750735**

ParID 120750735NE-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36025   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116575780</b>    | <b>152055952</b> |

**120750713**

ParID 120750713NW-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36120   |                | Freehold Mineral Lease | 06-10-2030 | Anne Christina Kelly | <b>116592385</b>    | <b>152118525</b> |

**120750713**

ParID 120750713NW-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 36134   |                | Freehold Mineral Lease | 06-10-2030 | Arnold Hugo Luttmerding | <b>116596569</b>    | <b>152137582</b> |

**120750713**

ParID 120750713NW-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36027   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116574497</b>    | <b>152049720</b> |

**120750746**

ParID 120750746SE-S19-  
T13N-R15E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 36026   |                | Freehold Mineral Lease | 06-10-2030 | Eric Henry Luttmerding | <b>116575768</b>    | <b>152055907</b> |

120750724

ParID 120750724SW-S19-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36121   |                | Freehold Mineral Lease | 06-10-2030 | Anne Christina Kelly | <b>116592307</b>    | <b>152118367</b> |

120750724

ParID 120750724SW-S19-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 36122   |                | Freehold Mineral Lease | 06-10-2030 | Arnold Hugo Luttmending | <b>116592149</b>    | <b>152118053</b> |

120750724

ParID 120750724SW-S19-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------------------------------------------------|---------------------|------------------|
| 37204   |                | Freehold Mineral Lease | 09-21-2030 | Roy Peter Kilbach and Marguerite Alberta Kilbach, as Joint Tenants | <b>116928591</b>    | <b>153316177</b> |

120750634

ParID 120750634SW-S21-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37554   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117025545</b>    | <b>153669684</b> |

120750533

ParID 120750533NE-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37542   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117025589</b>    | <b>153670125</b> |

120750443

ParID 120750443NW-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37582   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117028010</b>    | <b>153681105</b> |

120750476

ParID 120750476SE-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 37553   |                | Freehold Mineral Lease | 11-15-2030 | Clifford Roy Reid | <b>117025152</b>    | <b>153667479</b> |

120750487

ParID 120750487SW-S23-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                            | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------|---------------------|------------------|
| 36408   |                | Freehold Mineral Lease | 07-20-2030 | Earl Elwin Morley and Ruth Elaine Morley as Joint Tenants | <b>116743495</b>    | <b>152673879</b> |

120750432

ParID 120750432NE-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 35785   |                | Freehold Mineral Lease | 05-19-2030 | Samuel M. Connaughty | <b>116509114</b>    | <b>151808531</b> |

120750397

ParID 120750397NW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35853   |                | Freehold Mineral Lease | 05-19-2030 | Timothy J. Connaughty | <b>116532705</b>    | <b>151895908</b> |

120750397

ParID 120750397NW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36499   |                | Freehold Mineral Lease | 08-05-2030 | Robert Ralph Morley | <b>116704166</b>    | <b>158352644</b> |

120750421

ParID 120750421SE-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36500   |                | Freehold Mineral Lease | 08-05-2030 | Richard Earl Morley | <b>116704199</b>    | <b>158352666</b> |

120750421

ParID 120750421SE-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35792   |                | Freehold Mineral Lease | 05-19-2030 | Timothy J. Connaughty | <b>116508483</b>    | <b>151807114</b> |

120750409

ParID 120750409SW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 35873   |                | Freehold Mineral Lease | 05-19-2030 | Samuel M. Connaughty | <b>116538363</b>    | <b>151913774</b> |

120750409

ParID 120750409SW-S25-  
T13N-R15E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 36262   |                | Freehold Mineral Lease | 06-15-2030 |                | <b>116858504</b>    | <b>168060034</b> |

Hector Bechard and Theodore  
Bechard, surviving personal  
representatives of the estate of  
Charlemagne

145226482

ParID 145226482NW-S26-  
T13N-R15E-

Remarks:



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------|
| 35678   |                  | Freehold Mineral Lease | 05-11-2030 | Hector Bechard                                                                                       | <b>116487300</b>    | <b>188513905</b>                     |
|         | <b>145226482</b> |                        |            | ParID 145226482NW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35989   |                  | Freehold Mineral Lease | 06-15-2030 | Theodore Bechard                                                                                     | <b>116555834</b>    | <b>151984413</b>                     |
|         | <b>145226482</b> |                        |            | ParID 145226482NW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35768   |                  | Freehold Mineral Lease | 05-19-2030 | Timothy J. Connaughty                                                                                | <b>116507640</b>    | <b>151803895</b>                     |
|         | <b>120750410</b> |                        |            | ParID 120750410SE-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35770   |                  | Freehold Mineral Lease | 05-19-2030 | Samuel M. Connaughty                                                                                 | <b>116507673</b>    | <b>151803952</b>                     |
|         | <b>120750410</b> |                        |            | ParID 120750410SE-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 35702   |                  | Freehold Mineral Lease | 05-11-2030 | Hector Bechard                                                                                       | <b>116858515</b>    | <b>168679197</b>                     |
|         | <b>145226493</b> |                        |            | ParID 145226493SW-S26-T13N-R15E-                                                                     |                     | <b>168679209</b><br><b>168679210</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 36002   |                  | Freehold Mineral Lease | 06-15-2030 | Theodore Bechard                                                                                     | <b>116555823</b>    | <b>151984345</b>                     |
|         | <b>145226493</b> |                        |            | ParID 145226493SW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 36256   |                  | Freehold Mineral Lease | 06-15-2030 | Hector Bechard and Theodore Bechard, surviving personal representatives of the estate of Charlemagne | <b>116497952</b>    | <b>188513938</b>                     |
|         | <b>145226493</b> |                        |            | ParID 145226493SW-S26-T13N-R15E-                                                                     |                     |                                      |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                                      |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #                           |
| 38125   |                  | Freehold Mineral Lease | 01-11-2031 | Board of Education of the Prairie Valley School Division No. 208 of Saskatchewan                     | <b>117142994</b>    | <b>154134468</b>                     |

**120750364**ParID 120750364SE-S27-  
T13N-R15E-**Remarks:** BLK/Par A-Plan extention 21

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36057   |                | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565150</b>    | <b>152017523</b> |

**120750140**ParID 120750140-LSD5-  
S33-T13N-R15E-**Remarks:** LSD 6

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36058   |                | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565048</b>    | <b>152017310</b> |

**120750128**ParID 120750128-LSD6-  
S33-T13N-R15E-**Remarks:** LSD 5

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36169   |                | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116596480</b>    | <b>190781220</b> |

**120750083**ParID 120750083-LSD3-  
S33-T13N-R15E-**Remarks:** LSD 3

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36170   |                | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116823641</b>    | <b>190781376</b> |

**120750106**ParID 120750106-LSD4-  
S33-T13N-R15E-**Remarks:** LSD 4

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------|---------------------|------------------|
| 36982   |                | Freehold Mineral Lease | 09-02-2030 | Blayne Beaton Dupuis as surviving joint tenant | <b>116862363</b>    | <b>153075539</b> |

**120750173**ParID 120750173NW-S33-  
T13N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36170   |                | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116823641</b>    | <b>190781376</b> |

**120750106**ParID 120750106SW-S33-  
T13N-R15E-**Remarks:** LSD 4

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36057   |                | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565150</b>    | <b>152017523</b> |

**120750140**ParID 120750140SW-S33-  
T13N-R15E-

Remarks: LSD 6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 36058   |                  | Freehold Mineral Lease | 06-16-2030 | Peter George Warnke and Yvette Simone Warnke, as joint tenants | <b>116565048</b>    | <b>152017310</b> |
|         | <b>120750128</b> |                        |            | ParID 120750128SW-S33-T13N-R15E-                               |                     |                  |

Remarks: LSD 5

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------------------------------------|---------------------|------------------|
| 36169   |                  | Freehold Mineral Lease | 06-20-2030 | Viator Joseph Warnke and Lois Claire Warnke, as joint tenants | <b>116596480</b>    | <b>190781220</b> |
|         | <b>120750083</b> |                        |            | ParID 120750083SW-S33-T13N-R15E-                              |                     |                  |

Remarks: LSD 3

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36173   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116600419</b>    | <b>176156343</b> |
|         | <b>120750061</b> |                        |            | ParID 120750061NE-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36171   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116599786</b>    | <b>176156310</b> |
|         | <b>120750038</b> |                        |            | ParID 120750038NW-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36206   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116607539</b>    | <b>176156501</b> |
|         | <b>120750049</b> |                        |            | ParID 120750049SE-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 36172   |                  | Freehold Mineral Lease | 06-28-2030 | John Albert Koronkiewicz, Clinton John Koronkiewicz, Janet Anne Koronkiewicz, George Albert Koronkie | <b>116599304</b>    | <b>176156400</b> |
|         | <b>120749980</b> |                        |            | ParID 120749980SW-S35-T13N-R15E-                                                                     |                     |                  |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 36423   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud | <b>116683049</b>    | <b>152461829</b> |

112127880

ParID 112127880NE-S1-  
T13N-R16E-

Remarks: Ext34

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|-------------------------------------|
| 37627   |                | Freehold Mineral Lease | 12-02-2030 | Julie Morley, Attorney for Glenn Allan Farr | 117041970           | 171457904<br>171457926<br>171457948 |
|         |                |                        |            | ParID 112127992NE-S1-<br>T13N-R16E-         |                     |                                     |

Remarks: Blk/Par A Plan No 101236160 Ext 37

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36451   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud                 | 116683050           | 152461830  |
|         |                |                        |            | ParID 112127891NW-S1-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36452   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud                 | 116683038           | 152461818  |
|         |                |                        |            | ParID 112127914SE-S1-<br>T13N-R16E- |                     |            |

Remarks: Ext36

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|-------------------------------------|
| 37671   |                | Freehold Mineral Lease | 12-02-2030 | Julie Morley, Attorney for Glenn Allan Farr | 117045929           | 171311240<br>171311262<br>171311284 |
|         |                |                        |            | ParID 112128016SE-S1-<br>T13N-R16E-         |                     |                                     |

Remarks: Blk/Par A Plan No 101236160 Ext 38

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36450   |                | Freehold Mineral Lease | 07-20-2030 | H. Robert Gronnerud                 | 116683061           | 152461841  |
|         |                |                        |            | ParID 112127925SW-S1-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36704   |                | Freehold Mineral Lease | 09-06-2030 | Louis Abello                        | 116994752           | 153550504  |
|         |                |                        |            | ParID 112552972NW-S3-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 36703   |                | Freehold Mineral Lease | 09-06-2030 | Giacinta Anthonina Auser            | 116770507           | 175352913  |
|         |                |                        |            | ParID 112268976SW-S3-<br>T13N-R16E- |                     |            |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38857   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | 117301924           | 179702006  |

**145425359**ParID 145425359NE-S7-  
T13N-R16E-**Remarks:** Ext2. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38858   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117301913</b>    | <b>179701993</b> |

**145425348**ParID 145425348NE-S7-  
T13N-R16E-**Remarks:** Ext1. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38854   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302497</b>    | <b>179702039</b> |

**145425371**ParID 145425371NW-S7-  
T13N-R16E-**Remarks:** Ext4. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38855   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302408</b>    | <b>179702017</b> |

**145425360**ParID 145425360NW-S7-  
T13N-R16E-**Remarks:** Ext3. by MG Jun 27 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38856   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302059</b>    | <b>179702051</b> |

**120961357**ParID 120961357SE-S7-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38853   |                | Freehold Mineral Lease | 03-20-2031 | Gordon Glaze   | <b>117302622</b>    | <b>179702084</b> |

**120961368**ParID 120961368SW-S7-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 36512   |                | Freehold Mineral Lease | 08-11-2030 | Arthur Ross Downes | <b>116712187</b>    | <b>152573508</b> |

**114121897**ParID 114121897NW-S8-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 35992   |                | Freehold Mineral Lease | 06-23-2030 | Tricia Harden  | <b>116564407</b>    | <b>152015206</b> |

**145425405**ParID 145425405SE-S8-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 36049   |                | Freehold Mineral Lease | 06-23-2030 | Tammy Masney   | <b>116569457</b>    | <b>152030506</b> |

145425405

ParID 145425405SE-S8-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------|---------------------|------------|
| 36050   |                | Freehold Mineral Lease | 06-23-2030 | Debbie Ogrodnick | 116567938           | 152026938  |

145425405

ParID 145425405SE-S8-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------|
| 36513   |                | Freehold Mineral Lease | 08-11-2030 | Arthur Ross Downes | 116712288           | 152573890  |

114121909

ParID 114121909SW-S8-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37114   |                | Freehold Mineral Lease | 09-08-2030 | Shelly Lavoie  | 116863780           | 153081042  |

145425416

ParID 145425416NE-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37241   |                | Freehold Mineral Lease | 09-16-2030 | Kelly Downes   | 116927286           | 153313130  |

145425416

ParID 145425416NE-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37115   |                | Freehold Mineral Lease | 09-08-2030 | Shelly Lavoie  | 116865276           | 153092987  |

145425427

ParID 145425427NW-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37179   |                | Freehold Mineral Lease | 09-16-2030 | Kelly Downes   | 116900300           | 153216750  |

145425427

ParID 145425427NW-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37116   |                | Freehold Mineral Lease | 09-08-2030 | Shelly Lavoie  | 116864848           | 153087419  |

145425438

ParID 145425438SE-S9-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37199   |                | Freehold Mineral Lease | 09-16-2030 | Kelly Downes   | 116924902           | 153304916  |

145425438

ParID 145425438SE-S9-  
T13N-R16E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36047          |                       | Freehold Mineral Lease | 06-23-2030      | Debbie Ogradnick                | <b>116566780</b>           | <b>152022765</b>  |
|                | <b>145425450</b>      |                        |                 | ParID 145425450SW-S9-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36048          |                       | Freehold Mineral Lease | 06-23-2030      | Tammy Masney                    | <b>116568973</b>           | <b>152029560</b>  |
|                | <b>145425450</b>      |                        |                 | ParID 145425450SW-S9-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 36119          |                       | Freehold Mineral Lease | 06-23-2030      | Tricia Harden                   | <b>116594062</b>           | <b>152126221</b>  |
|                | <b>145425450</b>      |                        |                 | ParID 145425450SW-S9-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37307          |                       | Freehold Mineral Lease | 11-08-2030      | Donald Dwayne connery            | <b>116953184</b>           | <b>153392957</b>  |
|                | <b>111987546</b>      |                        |                 | ParID 111987546NE-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37586          |                       | Freehold Mineral Lease | 11-08-2030      | Shayna Leah Connery              | <b>117027288</b>           | <b>153675681</b>  |
|                | <b>111987546</b>      |                        |                 | ParID 111987546NE-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37587          |                       | Freehold Mineral Lease | 11-08-2030      | Shayna Leah Connery              | <b>117027299</b>           | <b>153675692</b>  |
|                | <b>111987760</b>      |                        |                 | ParID 111987760NW-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37588          |                       | Freehold Mineral Lease | 11-08-2030      | Donald Dwayne connery            | <b>117027389</b>           | <b>153678718</b>  |
|                | <b>111987760</b>      |                        |                 | ParID 111987760NW-S13-T13N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37583          |                       | Freehold Mineral Lease | 11-08-2030      | Donald Dwayne Connery            | <b>117027323</b>           | <b>153675771</b>  |
|                | <b>111988345</b>      |                        |                 | ParID 111988345SE-S13-T13N-R16E- |                            |                   |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|---------------------------------------------------------------------------------------------------|---------------------|------------------|
| 37584   |                  | Freehold Mineral Lease | 11-08-2030 | Shayna Leah Connery                                                                               | <b>117027266</b>    | <b>153675669</b> |
|         | <b>111988345</b> |                        |            | ParID 111988345SE-S13-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 37306   |                  | Freehold Mineral Lease | 11-08-2030 | Donald Dwayne connery                                                                             | <b>116953195</b>    | <b>153392968</b> |
|         | <b>111988020</b> |                        |            | ParID 111988020SW-S13-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 37585   |                  | Freehold Mineral Lease | 11-08-2030 | Shayna Leah Connery                                                                               | <b>117027277</b>    | <b>153675670</b> |
|         | <b>111988020</b> |                        |            | ParID 111988020SW-S13-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 39023   |                  | Freehold Mineral Lease | 03-24-2031 | Robin Clark and Michael Jon Clark, personal representative of the estate of Margaret Isabel Clark | <b>117303162</b>    | <b>155481947</b> |
|         | <b>120961032</b> |                        |            | ParID 120961032NW-S17-T13N-R16E-                                                                  |                     | <b>155481970</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 39024   |                  | Freehold Mineral Lease | 03-24-2031 | Robin Clark and Michael Jon Clark, personal representative of the estate of Margaret Isabel Clark | <b>117303937</b>    | <b>155482005</b> |
|         | <b>120961043</b> |                        |            | ParID 120961043SE-S17-T13N-R16E-                                                                  |                     | <b>155482038</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 39022   |                  | Freehold Mineral Lease | 03-24-2031 | Robin Clark and Michael Jon Clark, personal representative of the estate of Margaret Isabel Clark | <b>117303601</b>    | <b>155482061</b> |
|         | <b>120961054</b> |                        |            | ParID 120961054SW-S17-T13N-R16E-                                                                  |                     | <b>155482117</b> |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                    | Interest Register # | Interest #       |
| 35679   |                  | Freehold Mineral Lease | 05-09-2030 | Robert Joseph Baker and Eleanore Iris Baker, as Joint tenants                                     | <b>116487490</b>    | <b>185049805</b> |
|         | <b>120960974</b> |                        |            | ParID 120960974NE-S19-T13N-R16E-                                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                   |                     |                  |



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|
| 35677   |                  | Freehold Mineral Lease | 05-09-2030 | Robert Joseph Baker and Eleanore Iris Baker, as Joint tenants<br>ParID 114379049NW-S19-T13N-R16E-         | <b>116487467</b>    | <b>185049849</b>                                                             |
|         | <b>114379049</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37605   |                  | Freehold Mineral Lease | 11-16-2030 | Paul Edward Gaudette and Betty-Lou Margaret Gaudette as Joint Tenants<br>ParID 114379768SE-S19-T13N-R16E- | <b>117025343</b>    | <b>153668649</b>                                                             |
|         | <b>114379768</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37544   |                  | Freehold Mineral Lease | 11-16-2030 | Paul Edward Gaudette and Betty-Lou Margaret Gaudette as Joint Tenants<br>ParID 114379779SW-S19-T13N-R16E- | <b>117025983</b>    | <b>153672374</b>                                                             |
|         | <b>114379779</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 42689   |                  | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants<br>ParID 120960828NE-S25-T13N-R16E-                    | <b>118315885</b>    | <b>158864451</b>                                                             |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37668   |                  | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy<br>ParID 120960828NE-S25-T13N-R16E-                                                 | <b>117046054</b>    | <b>153748491</b>                                                             |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 37953   |                  | Freehold Mineral Lease | 12-14-2030 | Warren Glaze<br>ParID 120960828NE-S25-T13N-R16E-                                                          | <b>117160567</b>    | <b>184451339</b><br><b>184451340</b><br><b>184451351</b><br><b>184451362</b> |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 38184   |                  | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze<br>ParID 120960828NE-S25-T13N-R16E-                                                          | <b>117108547</b>    | <b>190882839</b><br><b>190882840</b>                                         |
|         | <b>120960828</b> |                        |            |                                                                                                           |                     |                                                                              |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                                                                              |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #                                                                   |
| 42690   |                  | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants                                                        | <b>118315740</b>    | <b>158863461</b>                                                             |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks: Acres in lease summary Report. by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 37670   |                | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy | 117045974           | 153748402  |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37822   |                | Freehold Mineral Lease | 12-14-2030 | Warren Glaze   | 117132140           | 184451878  |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38093   |                | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze   | 117085293           | 190882851  |

120960839

ParID 120960839NW-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------|
| 42691   |                | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants | 118315920           | 158864642  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks: Acres in lease summary Report. by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 37667   |                | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy | 117046087           | 153748525  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 37952   |                | Freehold Mineral Lease | 12-14-2030 | Warren Glaze   | 117132083           | 184451597  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 38092   |                | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze   | 117108558           | 190882873  |

120960840

ParID 120960840SE-S25-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------|
| 42692   |                | Freehold Mineral Lease | 05-08-2022 | Maureen Webster and Monica Glaze, as joint tenants | 118315841           | 158864293  |

120960851

ParID 120960851SW-S25-  
T13N-R16E-**Remarks:** Acres in lease summary Report. by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 37669   |                | Freehold Mineral Lease | 12-08-2030 | Aurolyn Naomi Kennedy | <b>117046010</b>    | <b>153748446</b> |

120960851

ParID 120960851SW-S25-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 37954   |                | Freehold Mineral Lease | 12-14-2030 | Warren Glaze   | <b>117132094</b>    | <b>184452037</b> |

120960851

ParID 120960851SW-S25-  
T13N-R16E-**184452048**  
**184452060**  
**184452071****Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38094   |                | Freehold Mineral Lease | 01-10-2031 | Eugene Glaze   | <b>117108604</b>    | <b>190882952</b> |

120960851

ParID 120960851SW-S25-  
T13N-R16E-**190882963****Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38909   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117306985</b>    | <b>154762599</b> |

112269012

ParID 112269012NW-S26-  
T13N-R16E-**Remarks:** Blk Par A Plan No 101236340 Ext 17

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35684   |                | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent | <b>116487546</b>    | <b>183692256</b> |

114379230

ParID 114379230SE-S26-  
T13N-R16E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38908   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal representatives of the estate of Margaret Mary Ly | <b>117306996</b>    | <b>154762601</b> |

112321235

ParID 112321235NE-S27-  
T13N-R16E-**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------|---------------------|------------------|
| 38908   |                | Freehold Mineral Lease | 03-16-2031 | Thomas Edward Lynch and Brian John Lynch, personal | <b>117306996</b>    | <b>154762612</b> |

Brian John Lynch, personal  
representatives of the estate of  
Margaret Mary Ly

ParID 112321246NE-S27-  
T13N-R16E-

**112321246**

**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral<br>Parcel | Agmt Type                 | Exp Date   | Grantor/Lessor                                                                                                | Interest Register # | Interest #       |
|---------|-------------------|---------------------------|------------|---------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38908   |                   | Freehold Mineral<br>Lease | 03-16-2031 | Thomas Edward Lynch and<br>Brian John Lynch, personal<br>representatives of the estate of<br>Margaret Mary Ly | <b>117306996</b>    | <b>154762623</b> |

ParID 112321213NE-S27-  
T13N-R16E-

**112321213**

**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral<br>Parcel | Agmt Type                 | Exp Date   | Grantor/Lessor                                                                                                | Interest Register # | Interest #       |
|---------|-------------------|---------------------------|------------|---------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38908   |                   | Freehold Mineral<br>Lease | 03-16-2031 | Thomas Edward Lynch and<br>Brian John Lynch, personal<br>representatives of the estate of<br>Margaret Mary Ly | <b>117306996</b>    | <b>154762634</b> |

ParID 112321224NE-S27-  
T13N-R16E-

**112321224**

**Remarks:** LSD 9, 10, 15, 16

| Agmt No | Mineral<br>Parcel | Agmt Type                 | Exp Date   | Grantor/Lessor                                                                                                | Interest Register # | Interest #       |
|---------|-------------------|---------------------------|------------|---------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38907   |                   | Freehold Mineral<br>Lease | 03-16-2031 | Thomas Edward Lynch and<br>Brian John Lynch, personal<br>representatives of the estate of<br>Margaret Mary Ly | <b>117307009</b>    | <b>154762645</b> |

ParID 112321257NW-S27-  
T13N-R16E-

**112321257**

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral<br>Parcel | Agmt Type                 | Exp Date   | Grantor/Lessor                                                                                                | Interest Register # | Interest #       |
|---------|-------------------|---------------------------|------------|---------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38907   |                   | Freehold Mineral<br>Lease | 03-16-2031 | Thomas Edward Lynch and<br>Brian John Lynch, personal<br>representatives of the estate of<br>Margaret Mary Ly | <b>117307009</b>    | <b>154762656</b> |

ParID 112321268NW-S27-  
T13N-R16E-

**112321268**

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral<br>Parcel | Agmt Type                 | Exp Date   | Grantor/Lessor                                                                                                | Interest Register # | Interest #       |
|---------|-------------------|---------------------------|------------|---------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38907   |                   | Freehold Mineral<br>Lease | 03-16-2031 | Thomas Edward Lynch and<br>Brian John Lynch, personal<br>representatives of the estate of<br>Margaret Mary Ly | <b>117307009</b>    | <b>154762667</b> |

ParID 112321190NW-S27-  
T13N-R16E-

**112321190**

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral<br>Parcel | Agmt Type                 | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|-------------------|---------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 38907   |                   | Freehold Mineral<br>Lease | 03-16-2031 | Thomas Edward Lynch and<br>Brian John Lynch, personal | <b>117307009</b>    | <b>154762678</b> |

Denard Lynch, personal  
representatives of the estate of  
Margaret Mary Ly

**112321202**

ParID 112321202NW-S27-  
T13N-R16E-

**Remarks:** LSD 11,12,13,14

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187396</b> |

**120960424**

ParID 120960424SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187408</b> |

**120960446**

ParID 120960446SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187587</b> |

**120960547**

ParID 120960547SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39039   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117358904</b>    | <b>189187633</b> |

**120960569**

ParID 120960569SE-S33-  
T13N-R16E-

**Remarks:** LSD 1,2 and 7

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187453</b> |

**120960468**

ParID 120960468SW-S33-  
T13N-R16E-

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                  | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187497</b> |
|         | <b>120960480</b> |                        |            | ParID 120960480SW-S33-T13N-R16E-                                                                     |                     |                  |

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                  | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187532</b> |
|         | <b>120960503</b> |                        |            | ParID 120960503SW-S33-T13N-R16E-                                                                     |                     |                  |

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 39038   |                  | Freehold Mineral Lease | 03-03-2031 | Denard Lynch and Dwain Lynch, personal representatives of the estate of Gerald Lynch, as joint tenan | <b>117357925</b>    | <b>189187565</b> |
|         | <b>120960525</b> |                        |            | ParID 120960525SW-S33-T13N-R16E-                                                                     |                     |                  |

**Remarks:** LSD 3,4,5,6

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 35681   |                  | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent            | <b>116496108</b>    | <b>183691941</b> |
|         | <b>114379522</b> |                        |            | ParID 114379522NE-S35-T13N-R16E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 35995   |                  | Freehold Mineral Lease | 06-15-2030 | Theodore Bechard                 | <b>116564935</b>    | <b>152016803</b> |
|         | <b>120960402</b> |                        |            | ParID 120960402NW-S35-T13N-R16E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 35682   |                  | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent            | <b>116487524</b>    | <b>183692009</b> |
|         | <b>114379533</b> |                        |            | ParID 114379533SE-S35-T13N-R16E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 35683   |                | Freehold Mineral Lease | 05-03-2030 | Laurette Marie Parent | <b>116487535</b>    | <b>183692111</b> |

114379577

ParID 114379577SW-S35-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 35701   |                | Freehold Mineral Lease | 05-03-2030 | Gerard Parent  | <b>116495826</b>    | <b>151766028</b> |

114379892

ParID 114379892SW-S35-  
T13N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 38029   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | <b>117117996</b>    | <b>192866787</b> |

131801958

ParID 131801958NE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38122   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | <b>See above</b>    |            |

131801958

ParID 131801958NE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38225   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | <b>See above</b>    |            |

131801958

ParID 131801958NE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 38030   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | <b>117117985</b>    | <b>192866743</b> |

131801969

ParID 131801969NW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38119   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | <b>See above</b>    |            |

131801969

ParID 131801969NW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38228   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | <b>See above</b>    |            |

131801969

ParID 131801969NW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 38045   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | <b>117118009</b>    | <b>192866754</b> |

131801970

ParID 131801970SE-S3-  
T13N-R17E-

117143614

192866765

Remarks:

117143805

192866776

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38121   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | See above           |            |

131801970

ParID 131801970SE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38226   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | See above           |            |

131801970

ParID 131801970SE-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 37907   |                | Freehold Mineral Lease | 12-22-2030 | James Currier Pollock | 117113453           | 192866822  |

131801981

ParID 131801981SW-S3-  
T13N-R17E-

117143535

192866833

Remarks:

117143962

192866811

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38120   |                | Freehold Mineral Lease | 01-09-2031 | Martha Sarah Bullock | See above           |            |

131801981

ParID 131801981SW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 38227   |                | Freehold Mineral Lease | 01-09-2031 | Peter Lewis Pollock | See above           |            |

131801981

ParID 131801981SW-S3-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38734   |                | Freehold Mineral Lease | 03-07-2031 | SRM Enterprises Inc. | 117272404           | 154627151  |

111569148

ParID 111569148NW-S5-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38735   |                | Freehold Mineral Lease | 03-07-2031 | SRM Enterprises Inc. | 117272459           | 154627533  |

111569159

ParID 111569159SE-S5-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 38736   |                | Freehold Mineral Lease | 03-07-2031 | SRM Enterprises Inc. | 117272448           | 154627454  |



111569160

ParID 111569160SW-S5-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 36498   |                | Freehold Mineral Lease | 08-08-2030 | Beverley Downey | <b>116704010</b>    | <b>152548016</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36596   |                | Freehold Mineral Lease | 08-06-2030 | Beryl Carolyne Muniz | <b>116727295</b>    | <b>152624437</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 37118   |                | Freehold Mineral Lease | 09-15-2030 | Becky-Jean Beyersbergen | <b>116888204</b>    | <b>153175068</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 37201   |                | Freehold Mineral Lease | 10-10-2030 | Garth Barrie Purves | <b>116929255</b>    | <b>176213088</b> |

131801868

ParID 131801868NE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 36494   |                | Freehold Mineral Lease | 08-08-2030 | Beverley Downey | <b>116703671</b>    | <b>152546867</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 36595   |                | Freehold Mineral Lease | 08-06-2030 | Beryl Carolyne Muniz | <b>116727431</b>    | <b>152625270</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 37119   |                | Freehold Mineral Lease | 09-15-2030 | Becky-Jean Beyersbergen | <b>116888530</b>    | <b>153176069</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 37202   |                | Freehold Mineral Lease | 10-10-2030 | Garth Barrie Purves | <b>116929075</b>    | <b>176212672</b> |

131801879

ParID 131801879NW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------------------|---------------------|------------|
| 36493   |                | Freehold Mineral Lease | 08-10-2030 | Thomas Ira Maloney, personal representative of the estate of Bertha Margarette Maloney | 116703569           | 182956180  |

111987052

ParID 111987052SE-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------|
| 36497   |                | Freehold Mineral Lease | 08-08-2030 | Beverley Downey | 116703817           | 152547217  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 36594   |                | Freehold Mineral Lease | 08-06-2030 | Beryl Carolyn Muniz | 116727554           | 152625719  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------|
| 37117   |                | Freehold Mineral Lease | 09-15-2030 | Becky-Jean Beyersbergen | 116888495           | 153175800  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 37200   |                | Freehold Mineral Lease | 10-10-2030 | Garth Barrie Purves | 116929323           | 176213145  |

131801880

ParID 131801880SW-S7-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 39161   |                | Freehold Mineral Lease | 04-14-2031 | Donald Garth Purves | 117368837           | 155013005  |

131801835

ParID 131801835NW-S8-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------|
| 39187   |                | Freehold Mineral Lease | 04-14-2031 | Donald Garth Purves | 117368826           | 155012992  |

131801846

ParID 131801846SE-S8-  
T13N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 39188          |                       | Freehold Mineral Lease                          | 04-14-2031      | Donald Garth Purves                                     | <b>117368927</b>           | <b>155013410</b>  |
|----------------|-----------------------|-------------------------------------------------|-----------------|---------------------------------------------------------|----------------------------|-------------------|
|                | <b>131801857</b>      |                                                 |                 | ParID 131801857SW-S8-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       |                                                 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38832          |                       | Freehold Mineral Lease                          | 03-11-2031      | Glen Cohen Moon and Susan Denise Moon, as joint tenants | <b>117294655</b>           | <b>154707419</b>  |
|                | <b>112023032</b>      |                                                 |                 | ParID 112023032SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 7 and LSD 8, Ext66&Ext67. by MG Jun 26 2017 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38832          |                       | Freehold Mineral Lease                          | 03-11-2031      | Glen Cohen Moon and Susan Denise Moon, as joint tenants | <b>117294655</b>           | <b>154707420</b>  |
|                | <b>112023043</b>      |                                                 |                 | ParID 112023043SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 7 and LSD 8, Ext66&Ext67. by MG Jun 26 2017 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38833          |                       | Freehold Mineral Lease                          | 03-11-2031      | Barton Neil Moon                                        | <b>117294835</b>           | <b>154707789</b>  |
|                | <b>112022480</b>      |                                                 |                 | ParID 112022480SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 1 and LSD 2, Ext1&Ext. by MG Jun 26 2017    |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 38833          |                       | Freehold Mineral Lease                          | 03-11-2031      | Barton Neil Moon                                        | <b>117294835</b>           | <b>154707790</b>  |
|                | <b>112022491</b>      |                                                 |                 | ParID 112022491SE-S9-T13N-R17E-                         |                            |                   |
|                | <b>Remarks:</b>       | LSD 1 and LSD 2, Ext1&Ext. by MG Jun 26 2017    |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 41679          |                       | Freehold Mineral Lease                          | 12-19-2021      | Jon Judson Blish                                        | <b>118031598</b>           | <b>157629369</b>  |
|                | <b>145300418</b>      |                                                 |                 | ParID 145300418NW-S13-T13N-R17E-                        |                            |                   |
|                | <b>Remarks:</b>       |                                                 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 33994          |                       | Freehold Mineral Lease                          | 10-21-2029      | Lois Evelyn Tiede                                       | <b>115990072</b>           | <b>178709619</b>  |
|                | <b>145300418</b>      |                                                 |                 | ParID 145300418NW-S13-T13N-R17E-                        |                            |                   |
|                | <b>Remarks:</b>       |                                                 |                 |                                                         |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                                | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
| 35028          |                       | Freehold Mineral Lease                          | 03-07-2030      | David George Blish                                      | <b>116313870</b>           | <b>150995379</b>  |
|                | <b>145300418</b>      |                                                 |                 | ParID 145300418NW-S13-T13N-R17E-                        |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35614          |                       | Freehold Mineral Lease | 05-06-2030      | Susan Mae Blish                  | <b>116493914</b>           | <b>151756667</b>  |
|                | <b>145300418</b>      |                        |                 | ParID 145300418NW-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35733          |                       | Freehold Mineral Lease | 05-12-2030      | Jean Blish Siers                 | <b>116509439</b>           | <b>151809688</b>  |
|                | <b>145300418</b>      |                        |                 | ParID 145300418NW-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 41677          |                       | Freehold Mineral Lease | 12-19-2021      | Jon Judson Blish                 | <b>118031464</b>           | <b>157628874</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 33993          |                       | Freehold Mineral Lease | 10-21-2029      | Lois Evelyn Tiede                | <b>115990128</b>           | <b>178709620</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35029          |                       | Freehold Mineral Lease | 03-07-2030      | David George Blish               | <b>116313825</b>           | <b>150995290</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35615          |                       | Freehold Mineral Lease | 05-06-2030      | Susan Mae Blish                  | <b>116493385</b>           | <b>151755093</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35735          |                       | Freehold Mineral Lease | 05-12-2030      | Jean Blish Siers                 | <b>116509383</b>           | <b>151809532</b>  |
|                | <b>145300429</b>      |                        |                 | ParID 145300429SE-S13-T13N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 41678          |                       | Freehold Mineral Lease | 12-19-2021      | Jon Judson Blish                 | <b>118031352</b>           | <b>157628290</b>  |
|                | <b>145300430</b>      |                        |                 | ParID 145300430SW-S13-T13N-R17E- |                            |                   |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
|---------|------------------|------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 33995   |                  | Freehold Mineral Lease                               | 10-21-2029 | Lois Evelyn Tiede                                                                                               | <b>115989946</b>    | <b>178709631</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 35027   |                  | Freehold Mineral Lease                               | 03-07-2030 | David George Blish                                                                                              | <b>116313791</b>    | <b>150995201</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 35616   |                  | Freehold Mineral Lease                               | 05-06-2030 | Susan Mae Blish                                                                                                 | <b>116493936</b>    | <b>151756724</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 35734   |                  | Freehold Mineral Lease                               | 05-12-2030 | Jean Blish Siers                                                                                                | <b>116509394</b>    | <b>151809543</b> |
|         | <b>145300430</b> |                                                      |            | ParID 145300430SW-S13-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                      |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 42726   |                  | Freehold Mineral Lease                               | 04-24-2022 | Carol Cushing                                                                                                   | <b>118327305</b>    | <b>158918732</b> |
|         | <b>164664838</b> |                                                      |            | ParID 164664838NE-S17-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext1,Acre in lease summary Report. by MG Jun 25 2017 |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 42834   |                  | Freehold Mineral Lease                               | 05-09-2022 | Ira Cushing                                                                                                     | <b>118352819</b>    | <b>159023493</b> |
|         | <b>164664838</b> |                                                      |            | ParID 164664838NE-S17-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext1,Acre in lease summary Report. by MG Jun 25 2017 |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 43130   |                  | Freehold Mineral Lease                               | 05-22-2022 | Constance Ann Marks, David william Cushing, Kenneth Allen Cushing, and Richard Steven Cushing, as joint tenants | <b>118365442</b>    | <b>159068605</b> |
|         | <b>164664838</b> |                                                      |            | ParID 164664838NE-S17-T13N-R17E-                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext1. by MG Jun 25 2017                              |            |                                                                                                                 |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                            | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
| 43128   |                  | Freehold Mineral Lease                               | 05-22-2022 | Constance Ann Marks, David william Cushing, Kenneth Allen                                                       | <b>118365172</b>    | <b>159068155</b> |

William Cushing, Kenneth Allen  
Cushing, and Richard Steven  
Cushing, as joint tenants

**131801532**

ParID 131801532NW-S17-  
T13N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 43131   |                | Freehold Mineral Lease | 05-22-2022 | Constance Ann Marks, David William Cushing, Kenneth Allen Cushing, and Richard Steven Cushing, as joint tenants | <b>118365756</b>    | <b>159070282</b> |

**131801509**

ParID 131801509SE-S17-  
T13N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 43129   |                | Freehold Mineral Lease | 05-22-2022 | Constance Ann Marks, David William Cushing, Kenneth Allen Cushing, and Richard Steven Cushing, as joint tenants | <b>118365677</b>    | <b>159069808</b> |

**131801510**

ParID 131801510SW-S17-  
T13N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 41630   |                | Freehold Mineral Lease | 01-02-2022 | David James Mooney | <b>118027469</b>    | <b>157607455</b> |

**164664827**

ParID 164664827NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 41630   |                | Freehold Mineral Lease | 01-02-2022 | David James Mooney | <b>118027469</b>    | <b>157607444</b> |

**164664816**

ParID 164664816NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 41674   |                | Freehold Mineral Lease | 12-21-2021 | Clinton Michael Mooney | <b>118031914</b>    | <b>157630855</b> |

**164664827**

ParID 164664827NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 41674   |                | Freehold Mineral Lease | 12-21-2021 | Clinton Michael Mooney | <b>118031914</b>    | <b>157630844</b> |

**164664816**

ParID 164664816NE-S19-  
T13N-R17E-

**Remarks:** Two Titles and Two Parcels for Ext1xt2, by MG Jun 25 2017

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

|       |                        |            |                                                                                               |                  |                  |
|-------|------------------------|------------|-----------------------------------------------------------------------------------------------|------------------|------------------|
| 38320 | Freehold Mineral Lease | 02-01-2031 | Nancy Bingaman Sullivan,<br>personal representative of the<br>estate of Elizabeth C. Bingaman | <b>117184158</b> | <b>158782146</b> |
|-------|------------------------|------------|-----------------------------------------------------------------------------------------------|------------------|------------------|

**131801464**

ParID 131801464NW-S19-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                         | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38310          |                       | Freehold Mineral Lease | 02-01-2031      | Nancy Bingaman Sullivan,<br>personal representative of the<br>estate of Elizabeth C. Bingaman | <b>117184079</b>           | <b>158782348</b>  |

**131801475**

ParID 131801475SW-S19-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------|----------------------------|-------------------|
| 38823          |                       | Freehold Mineral Lease | 03-07-2031      | Randall Moon and Patricia Moon,<br>as joint tenants | <b>117294419</b>           | <b>184370261</b>  |

**131801420**

ParID 131801420NW-S21-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34174          |                       | Freehold Mineral Lease | 11-09-2029      | Paul E.T. Bechard     | <b>116029391</b>           | <b>149838665</b>  |

**131801330**

ParID 131801330NE-S23-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34172          |                       | Freehold Mineral Lease | 11-09-2029      | Paul E.T. Bechard     | <b>116029245</b>           | <b>149838182</b>  |

**131801341**

ParID 131801341NW-S23-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 34173          |                       | Freehold Mineral Lease | 11-09-2029      | Paul E.T. Bechard     | <b>116028996</b>           | <b>149837350</b>  |

**131801352**

ParID 131801352SW-S23-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------|----------------------------|-------------------|
| 34085          |                       | Freehold Mineral Lease | 11-09-2029      | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | <b>116009120</b>           | <b>176811958</b>  |

**131801273**

ParID 131801273NE-S25-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 37203          |                       | Freehold Mineral Lease | 09-19-2030      | William Farms Limited | <b>116928490</b>           | <b>153315907</b>  |

131801284

ParID 131801284NW-S25-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------|
| 34193   |                | Freehold Mineral Lease | 11-09-2029 | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | 116014609           | 176811969  |

145300519

ParID 145300519SW-S25-  
T13N-R17E-

Remarks: caveats claiming 1/2 interest in SW 25-13-17 W2M

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------|---------------------|------------|
| 34235   |                | Freehold Mineral Lease | 12-09-2029 | Lee Ray Moats and Laurie Jeanne Moats, as joint tenants | 116052184           | 149972013  |

111705410

ParID 111705410NW-S26-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------|
| 34100   |                | Freehold Mineral Lease | 11-09-2029 | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | 116189297           | 176811813  |

131801251

ParID 131801251SE-S26-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                          | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------|---------------------|------------|
| 34233   |                | Freehold Mineral Lease | 12-09-2029 | Lee Ray Moats and Laurie Jeanne Moats, as joint tenants | 116051341           | 149964924  |

111705353

ParID 111705353SW-S26-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------------------------------|---------------------|------------|
| 34115   |                | Freehold Mineral Lease | 11-09-2029 | Harold William Larson and Marjorie Dorothy Larson, as Joint Tenants | 116057101           | 176811790  |

131801262

ParID 131801262NE-S27-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------|
| 34234   |                | Freehold Mineral Lease | 12-09-2029 | Reginald Harold Larson | 116051026           | 149961178  |

131801194

ParID 131801194NW-S27-  
T13N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------|---------------------|------------|
| 35742   |                | Freehold Mineral Lease | 05-18-2030 | Mary Baker     | 116507752           | 156049511  |



**131801206**ParID 131801206SE-S27-  
T13N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 35743          |                       | Freehold Mineral Lease | 05-18-2030      | Mary Baker            | <b>116507785</b>           | <b>156049555</b>  |

**131801217**ParID 131801217SW-S27-  
T13N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38632          |                       | Freehold Mineral Lease | 02-06-2031      | Lance Kirkpatrick and Wendy Lee Jacobs, personal representatives of the Estate of Daniel Fletcher Ki | <b>117341894</b>           | <b>154909479</b>  |

**120384367**ParID 120384367SE-S31-  
T13N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38631          |                       | Freehold Mineral Lease | 02-06-2031      | Lance Kirkpatrick and Wendy Lee Jacobs, personal representatives of the Estate of Daniel Fletcher Ki | <b>117342019</b>           | <b>154909750</b>  |

**120384378**ParID 120384378SW-S31-  
T13N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                      | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------------------------------------------------|----------------------------|-------------------|
| 40327          |                       | Freehold Mineral Lease | 08-11-2021      | Alvina Marie Deters, Attorney for Leo Wayne Deters and Alvina Marie Deters | <b>117660416</b>           | <b>166051616</b>  |

**131801138**ParID 131801138NE-S33-  
T13N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------|----------------------------|-------------------|
| 38190          |                       | Freehold Mineral Lease | 12-08-2030      | Kelly Gerald and Lorelei Eleanor Deters, as joint tenants | <b>117148709</b>           | <b>154161176</b>  |

**131801093**ParID 131801093NW-S33-  
T13N-R17E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>    | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|--------------------------|----------------------------|-------------------|
| 37629          |                       | Freehold Mineral Lease | 12-08-2030      | Deanne Marguerite Leurer | <b>117042005</b>           | <b>153737073</b>  |

**131801105**ParID 131801105SE-S33-  
T13N-R17E-**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 37628   |                  | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald Deters                                                                                  | <b>117042027</b>    | <b>169281254</b> |
|         | <b>131801105</b> |                        |            | ParID 131801105SE-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 38052   |                  | Freehold Mineral Lease | 12-21-2030 | Sharon Gaye Dusyk                                                                                    | <b>117123162</b>    | <b>154058115</b> |
|         | <b>131801105</b> |                        |            | ParID 131801105SE-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37626   |                  | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald Deters                                                                                  | <b>117042072</b>    | <b>169281298</b> |
|         | <b>131801116</b> |                        |            | ParID 131801116SW-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37906   |                  | Freehold Mineral Lease | 12-08-2030 | Deanne Marguerite Leurer                                                                             | <b>117113273</b>    | <b>154020608</b> |
|         | <b>131801116</b> |                        |            | ParID 131801116SW-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37908   |                  | Freehold Mineral Lease | 12-21-2030 | Sharon Gaye Dusyk                                                                                    | <b>117114443</b>    | <b>154024949</b> |
|         | <b>131801116</b> |                        |            | ParID 131801116SW-S33-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 37630   |                  | Freehold Mineral Lease | 12-08-2030 | Kelly Gerald Deters                                                                                  | <b>117041992</b>    | <b>169281311</b> |
|         | <b>145300520</b> |                        |            | ParID 145300520NE-S35-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 38739   |                  | Freehold Mineral Lease | 02-28-2031 | Jean Marguerite Ehrmantraut, surviving personal representative of the estate of Leonard Raymond Rich | <b>117272460</b>    | <b>154627544</b> |
|         | <b>145300520</b> |                        |            | ParID 145300520NE-S35-T13N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                      |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
| 34192   |                  | Freehold Mineral       | 11-26-2029 | Shelyn Marie Poissant, as                                                                            | <b>116037750</b>    | <b>149896412</b> |

Lease

surviving joint tenant

**135625877**

ParID 135625877SE-S35-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------|----------------------------|-------------------|
| 34247          |                       | Freehold Mineral Lease | 12-09-2029      | Lee Ray Moats and Laurie Jeanne Moats, as joint tenants | <b>116053466</b>           | <b>149977669</b>  |

**114191333**

ParID 114191333SW-S35-T13N-R17E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 35993          |                       | Freehold Mineral Lease | 06-17-2030      | Samuel Grant Maynard, personal representative of the estate of William Bishop Maynard, as surviving | <b>116564384</b>           | <b>184295380</b>  |

**131869716**

ParID 131869716NE-S13-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 35994          |                       | Freehold Mineral Lease | 06-17-2030      | Samuel Grant Maynard, personal representative of the estate of William Bishop Maynard, as surviving | <b>116564058</b>           | <b>184295302</b>  |

**131869660**

ParID 131869660NW-S13-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 39160          |                       | Freehold Mineral Lease | 04-10-2031      | Elwood Maclean Paton Patricia Lee Paton Leona Beatrice Paton Michael MacLean Paton, As joint tenants | <b>117366958</b>           | <b>186578230</b>  |

**131869165**

ParID 131869165NW-S26-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 39159          |                       | Freehold Mineral Lease | 04-10-2031      | Elwood Maclean Paton Patricia Lee Paton Leona Beatrice Paton Michael MacLean Paton, As joint tenants | <b>117366846</b>           | <b>186578241</b>  |

**131869154**

ParID 131869154SW-S26-T13N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------|----------------------------|-------------------|
| 38765          |                       | Freehold Mineral Lease | 02-06-2031      | Lance Kirkpatrick and Wendy | <b>117342008</b>           | <b>154909749</b>  |

Lee Jacobs, personal  
representatives of the Estate of  
Daniel Fletcher Ki

**131869097**

ParID 131869097NE-S27-  
T13N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 38764   |                | Freehold Mineral Lease | 02-06-2031 | Lance Kirkpatrick and Wendy Lee Jacobs, personal representatives of the Estate of Daniel Fletcher Ki | <b>117341973</b>    | <b>154909705</b> |

**131869109**

ParID 131869109NW-S27-  
T13N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35609   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556554</b>    | <b>151992805</b> |

**164646591**

ParID 164646591NE-S35-  
T13N-R18E-

**Remarks:** Two Parcels(152.27+5.19)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35609   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556554</b>    | <b>151992816</b> |

**164646603**

ParID 164646603NE-S35-  
T13N-R18E-

**Remarks:** Two Parcels(152.27+5.19)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35608   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556622</b>    | <b>151992995</b> |

**164646614**

ParID 164646614NW-S35-  
T13N-R18E-

**Remarks:** Two Parcels(56.4+95.98)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35608   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556622</b>    | <b>151993008</b> |

**164646625**

ParID 164646625NW-S35-  
T13N-R18E-

**Remarks:** Two Parcels(56.4+95.98)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35610   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556633</b>    | <b>151993019</b> |

**164646636**

ParID 164646636SE-S35-  
T13N-R18E-

**Remarks:** Two Parcels(25.06+129.41)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35610   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116556633</b>    | <b>151993020</b> |

164646647

ParID 164646647SE-S35-  
T13N-R18E-**Remarks:** Two Parcels(25.06+129.41)

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------|---------------------|------------------|
| 35554   |                | Freehold Mineral Lease | 04-25-2030 | Andreas Schaefer | <b>116493295</b>    | <b>151754687</b> |

131868805

ParID 131868805SW-S35-  
T13N-R18E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36817   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812874</b>    | <b>152914440</b> |

145127426

ParID 145127426NE-S1-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 36530   |                | Freehold Mineral Lease | 08-19-2030 | James Lawrence Schlosser | <b>116710310</b>    | <b>152567501</b> |

145127415

ParID 145127415NW-S1-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36833   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812436</b>    | <b>152913191</b> |

145127437

ParID 145127437SE-S1-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36818   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812773</b>    | <b>152914147</b> |

145127459

ParID 145127459SW-S1-  
T14N-R15E-**Remarks:** Ext9

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------|---------------------|------------------|
| 36834   |                | Freehold Mineral Lease | 09-01-2030 | Marilyn Lorence and Hubert Schlosser as Joint Tenants | <b>116812638</b>    | <b>152913797</b> |

145127448

ParID 145127448SW-S1-  
T14N-R15E-**Remarks:** Ext8

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------|---------------------|------------------|
| 35815   |                | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants | <b>116525572</b>    | <b>190805092</b> |

120755347

ParID 120755347NE-S5-  
T14N-R15E-**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------|---------------------|------------------|
| 35791   |                  | Freehold Mineral Lease | 05-25-2030 | Bechard Farms II Ltd.<br>ParID 120755325NW-S5-T14N-R15E-                                       | <b>116508629</b>    | <b>151807361</b> |
|         | <b>120755325</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35814   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants<br>ParID 120755314SE-S5-T14N-R15E- | <b>116525550</b>    | <b>190805159</b> |
|         | <b>120755314</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35790   |                  | Freehold Mineral Lease | 05-25-2030 | Bechard Farms II Ltd.<br>ParID 120755336SW-S5-T14N-R15E-                                       | <b>116525572</b>    | <b>190805092</b> |
|         | <b>120755336</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 37889   |                  | Freehold Mineral Lease | 12-21-2030 | Lloyd Marshall Culham<br>ParID 145127594NE-S7-T14N-R15E-                                       | <b>117096723</b>    | <b>153957044</b> |
|         | <b>145127594</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 37888   |                  | Freehold Mineral Lease | 12-21-2030 | Lloyd Marshall Culham<br>ParID 145127606SE-S7-T14N-R15E-                                       | <b>117096688</b>    | <b>153956920</b> |
|         | <b>145127606</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35789   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants<br>ParID 120755156NE-S8-T14N-R15E- | <b>116508595</b>    | <b>190804394</b> |
|         | <b>120755156</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35788   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants<br>ParID 120755167NW-S8-T14N-R15E- | <b>116508551</b>    | <b>190804822</b> |
|         | <b>120755167</b> |                        |            |                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                 | Interest Register # | Interest #       |
| 35787   |                  | Freehold Mineral Lease | 05-25-2030 | Alfred Bechard and Rose Josephine Bechard, as joint tenants                                    | <b>116508528</b>    | <b>190804855</b> |

**120755178**ParID 120755178SE-S8-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 35813          |                       | Freehold Mineral Lease | 05-25-2030      | Alfred Bechard and Rose Josephine Bechard, as joint tenants | <b>116525505</b>           | <b>190805014</b>  |

**120755189**ParID 120755189SW-S8-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 37545          |                       | Freehold Mineral Lease | 11-14-2030      | Frank Michael Szeles  | <b>117025905</b>           | <b>186504015</b>  |

**145127538**ParID 145127538NE-S9-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 37594          |                       | Freehold Mineral Lease | 11-14-2030      | Frank Michael Szeles  | <b>117025769</b>           | <b>186504004</b>  |

**145127527**ParID 145127527NE-S9-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                      | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------|----------------------------|-------------------|
| 37265          |                       | Freehold Mineral Lease | 10-12-2030      | Dean George Warnke and Donna Lynn Warnke, as Joint Tenants | <b>116941901</b>           | <b>153360187</b>  |

**145127617**ParID 145127617NW-S9-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                      | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------|----------------------------|-------------------|
| 37265          |                       | Freehold Mineral Lease | 10-12-2030      | Dean George Warnke and Donna Lynn Warnke, as Joint Tenants | <b>116941901</b>           | <b>153360198</b>  |

**145127628**ParID 145127628NW-S9-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 37548          |                       | Freehold Mineral Lease | 11-14-2030      | Frank Michael Szeles  | <b>117025826</b>           | <b>186504071</b>  |

**145127549**ParID 145127549SE-S9-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------|----------------------------|-------------------|
| 35719          |                       | Freehold Mineral Lease | 05-19-2030      | Northrange Capital Corp | <b>116495950</b>           | <b>161814371</b>  |

**120755101**ParID 120755101NE-S13-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b> | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|

| 36586          |                       | Freehold Mineral Lease            | 08-19-2030      | Dwayne Robert Eberle                                                                 | <b>116725552</b>           | <b>183277682</b>  |
|----------------|-----------------------|-----------------------------------|-----------------|--------------------------------------------------------------------------------------|----------------------------|-------------------|
|                | <b>120755044</b>      |                                   |                 | ParID 120755044NW-S15-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       |                                   |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36960          |                       | Freehold Mineral Lease            | 09-09-2030      | Robert Frederick Moyse                                                               | <b>116862891</b>           | <b>153078543</b>  |
|                | <b>112351609</b>      |                                   |                 | ParID 112351609SE-S15-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       |                                   |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36980          |                       | Freehold Mineral Lease            | 09-09-2030      | Robert Frederick Moyse<br>Personal Representative of the Estate of Evelyn Mary Moyse | <b>116869203</b>           | <b>153114117</b>  |
|                | <b>112351609</b>      |                                   |                 | ParID 112351609SE-S15-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       |                                   |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36961          |                       | Freehold Mineral Lease            | 09-09-2030      | Robert Frederick Moyse                                                               | <b>116863263</b>           | <b>153079656</b>  |
|                | <b>112351610</b>      |                                   |                 | ParID 112351610SW-S15-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       |                                   |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36981          |                       | Freehold Mineral Lease            | 09-09-2030      | Robert Frederick Moyse<br>Personal Representative of the Estate of Evelyn Mary Moyse | <b>116869179</b>           | <b>153113880</b>  |
|                | <b>112351610</b>      |                                   |                 | ParID 112351610SW-S15-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       |                                   |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36808          |                       | Freehold Mineral Lease            | 08-29-2030      | Ronald Joseph Wormsbecker                                                            | <b>116810782</b>           | <b>152906306</b>  |
|                | <b>120380431</b>      |                                   |                 | ParID 120380431NW-S19-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       | Blk/Par C Plan No 101940881 Ext 9 |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36810          |                       | Freehold Mineral Lease            | 08-29-2030      | Sharon Anne Blain                                                                    | <b>116808059</b>           | <b>152898160</b>  |
|                | <b>120380431</b>      |                                   |                 | ParID 120380431NW-S19-T14N-R15E-                                                     |                            |                   |
|                | <b>Remarks:</b>       | Blk/Par C Plan No 101940881 Ext 9 |                 |                                                                                      |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                  | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
| 36837          |                       | Freehold Mineral Lease            | 08-31-2030      | Glenda Grace Lemire                                                                  | <b>116812368</b>           | <b>152913001</b>  |



**120380431**ParID 120380431NW-S19-  
T14N-R15E-**Remarks:** Blk/Par C Plan No 101940881 Ext 9

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------|----------------------------|-------------------|
| 36805          |                       | Freehold Mineral Lease | 08-29-2030      | Ronald Joseph Wormsbecker | <b>116810928</b>           | <b>152907611</b>  |

**120380442**ParID 120380442SE-S19-  
T14N-R15E-**Remarks:** Blk/Par B Plan No 101940881Ext 10

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36811          |                       | Freehold Mineral Lease | 08-29-2030      | Sharon Anne Blain     | <b>116810906</b>           | <b>152907284</b>  |

**120380442**ParID 120380442SE-S19-  
T14N-R15E-**Remarks:** Blk/Par B Plan No 101940881 Ext 10

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36835          |                       | Freehold Mineral Lease | 08-31-2030      | Glenda Grace Lemire   | <b>116812380</b>           | <b>152913034</b>  |

**120380442**ParID 120380442SE-S19-  
T14N-R15E-**Remarks:** Blk/Par B Plan No 101940881 Ext 10

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------|----------------------------|-------------------|
| 36809          |                       | Freehold Mineral Lease | 08-29-2030      | Ronald Joseph Wormsbecker | <b>116810704</b>           | <b>152906104</b>  |

**120380453**ParID 120380453SW-S19-  
T14N-R15E-**Remarks:** Blk/Par A Plan No 101940881 Ext 11

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36812          |                       | Freehold Mineral Lease | 08-29-2030      | Sharon Anne Blain     | <b>116807766</b>           | <b>152897125</b>  |

**120380453**ParID 120380453SW-S19-  
T14N-R15E-**Remarks:** Blk/Par A Plan No 101940881 Ext 11

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 36836          |                       | Freehold Mineral Lease | 08-31-2030      | Glenda Grace Lemire   | <b>116812379</b>           | <b>152913023</b>  |

**120380453**ParID 120380453SW-S19-  
T14N-R15E-**Remarks:** Blk/Par A Plan No 101940881 Ext 11

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------|----------------------------|-------------------|
| 40314          |                       | Freehold Mineral Lease | 08-01-2021      | Lionel Kambeitz       | <b>117654666</b>           | <b>156077613</b>  |

**120754953**ParID 120754953NE-S21-  
T14N-R15E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b> | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|

| 40313                                | Freehold Mineral Lease | 08-01-2021 | Lionel Kambeitz                                          | 117745869      | 156423001                                        |            |
|--------------------------------------|------------------------|------------|----------------------------------------------------------|----------------|--------------------------------------------------|------------|
| 120723926                            |                        |            | ParID 120723926NW-S21-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 40315                                | Freehold Mineral Lease | 08-01-2021 | Lionel Kambeitz                                          | 117654802      | 156077848                                        |            |
| 120723937                            |                        |            | ParID 120723937SW-S21-T14N-R15E-                         |                |                                                  |            |
| Remarks: Ext1. by MG Jun 22 2017     |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36587                                | Freehold Mineral Lease | 08-23-2030 | The Village of Sedley                                    | 116726104      | 152620972                                        |            |
| 131779828                            |                        |            | ParID 131779828SW-S21-T14N-R15E-                         |                |                                                  |            |
| Remarks: Blk/Par A Plan No 101940892 |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 38240                                | Freehold Mineral Lease | 01-06-2031 | Bryce Roluph Geisam                                      | 117165685      | 156977072<br>156977139<br>189714044<br>189714055 |            |
| 145127684                            |                        |            | ParID 145127684NE-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36813                                | Freehold Mineral Lease | 09-02-2030 | Christopher Nicholas Frey and Fred Frey as joint tenants | 116814359      | 184723702                                        |            |
| 111739057                            |                        |            | ParID 111739057NW-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36814                                | Freehold Mineral Lease | 09-02-2030 | Kevin James Frey and Fred Frey as joint tenants          | 116813651      | 184707603                                        |            |
| 111739057                            |                        |            | ParID 111739057NW-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 37120                                | Freehold Mineral Lease | 09-08-2030 | Fred Frey and Colin Frederick Frey, as Joint Tenants     | 117102934      | 184732803                                        |            |
| 111739057                            |                        |            | ParID 111739057NW-S25-T14N-R15E-                         |                |                                                  |            |
| Remarks:                             |                        |            |                                                          |                |                                                  |            |
| Agmt No                              | Mineral Parcel         | Agmt Type  | Exp Date                                                 | Grantor/Lessor | Interest Register #                              | Interest # |
| 36838                                | Freehold Mineral Lease | 08-31-2030 | Randall Robert Deis                                      | 116812357      | 155948372                                        |            |
| 120754852                            |                        |            | ParID 120754852SW-S26-T14N-R15E-                         |                |                                                  |            |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------------------|----------------------------|-------------------|
| 36846          |                       | Freehold Mineral Lease | 09-01-2030      | Annette Carol Deis, personal representative of the Estate of Arnold Adrian Deis | <b>116814281</b>           | <b>152920582</b>  |
|                | <b>120754852</b>      |                        |                 | ParID 120754852SW-S26-T14N-R15E-                                                |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35730          |                       | Freehold Mineral Lease | 05-12-2030      | Elaine Hatch                    | <b>116509440</b>           | <b>151809699</b>  |
|                | <b>145535474</b>      |                        |                 | ParID 145535474NE-S1-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35731          |                       | Freehold Mineral Lease | 05-12-2030      | Elaine Hatch                    | <b>116509451</b>           | <b>151809701</b>  |
|                | <b>145535485</b>      |                        |                 | ParID 145535485SE-S1-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 35996          |                       | Freehold Mineral Lease | 06-15-2030      | Theodore Bechard                | <b>116564801</b>           | <b>153128842</b>  |
|                | <b>120755695</b>      |                        |                 | ParID 120755695SW-S1-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37902          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis         | <b>117113745</b>           | <b>154022228</b>  |
|                | <b>111422258</b>      |                        |                 | ParID 111422258NE-S5-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37904          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis         | <b>117113611</b>           | <b>154021609</b>  |
|                | <b>111422269</b>      |                        |                 | ParID 111422269NW-S5-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 37905          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis         | <b>117113565</b>           | <b>154021531</b>  |
|                | <b>111422270</b>      |                        |                 | ParID 111422270SE-S5-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------|----------------------------|-------------------|
| 37903          |                       | Freehold Mineral Lease | 12-22-2030      | Jonathan Hervey Francis | <b>117113699</b>           | <b>154021991</b>  |

111422281

ParID 111422281SW-S5-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36248   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116629500           | 192702630  |

120755785

ParID 120755785NE-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36249   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116628565           | 192702663  |

120755796

ParID 120755796NW-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36247   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116629724           | 192702618  |

120755808

ParID 120755808SE-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 36246   |                | Freehold Mineral Lease | 07-12-2030 | Jeanette Chevaldayoff | 116629836           | 192702584  |

120755819

ParID 120755819SW-S13-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33954   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963139           | 149469946  |

120755864

ParID 120755864NE-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33956   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963263           | 149470319  |

120755875

ParID 120755875NW-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33957   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963207           | 149470162  |

120755886

ParID 120755886SE-S15-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------|
| 33955   |                | Freehold Mineral Lease | 11-01-2029 | Bechard Farms II Ltd. | 115963050           | 149469755  |

120755897

ParID 120755897SW-S15-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                               | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------|---------------------|------------|
| 33477   |                | Freehold Mineral Lease | 08-04-2029 | Come Francois and Jacqueline Maureen Bechard | 115757916           | 148630710  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------|
| 33557   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | 115813302           | 148844593  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 33581   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | 115824696           | 148896028  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------|
| 33310   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | 115699359           | 148316902  |

120756113

ParID 120756113NE-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------|
| 33355   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115711354           | 148407611  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------|
| 33576   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | 115822975           | 148890606  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------|
| 33577   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | 115961553           | 149462343  |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------------|
| 33344   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | <b>115701948</b>    | <b>148326633</b> |

120756124

ParID 120756124NW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------------|
| 33356   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | <b>115711477</b>    | <b>148408128</b> |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33574   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818666</b>    | <b>148871672</b> |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 33580   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | <b>115823190</b>    | <b>148891933</b> |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------------|
| 33343   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | <b>115702130</b>    | <b>148327454</b> |

120756135

ParID 120756135SE-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------------|
| 33354   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | <b>115711231</b>    | <b>148405956</b> |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33558   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115813694</b>    | <b>148845730</b> |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 33579   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | <b>115823404</b>    | <b>148892293</b> |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------------|
| 33320   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | <b>115950595</b>    | <b>149421304</b> |

120756146

ParID 120756146SW-S17-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 33892   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>115934946</b>    | <b>149365390</b> |

145535575

ParID 145535575NE-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 33893   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard | <b>115933383</b>    | <b>183240772</b> |

145535575

ParID 145535575NE-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 33891   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>115934373</b>    | <b>149363994</b> |

145535586

ParID 145535586NW-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 33894   |                | Freehold Mineral Lease | 10-08-2029 | Alain Lionel Bechard | <b>115934744</b>    | <b>183240840</b> |

145535586

ParID 145535586NW-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 35675   |                | Freehold Mineral Lease | 05-05-2030 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>116487366</b>    | <b>151732357</b> |

145535597

ParID 145535597SE-S19-  
T14N-R16E-

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 33032   |                  | Freehold Mineral Lease | 06-16-2029 | Jean Jacques Bechard                                       | <b>115590865</b>    | <b>147856179</b> |
|         | <b>145535597</b> |                        |            | ParID 145535597SE-S19-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 35676   |                  | Freehold Mineral Lease | 05-05-2030 | Alain Lionel Bechard and Judy Ann Bechard as joint tenants | <b>116487456</b>    | <b>151732559</b> |
|         | <b>145535609</b> |                        |            | ParID 145535609SW-S19-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 33031   |                  | Freehold Mineral Lease | 06-16-2029 | Jean Jacques Bechard                                       | <b>115588514</b>    | <b>147847203</b> |
|         | <b>145535609</b> |                        |            | ParID 145535609SW-S19-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34102   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Frederick Gall                                       | <b>116015677</b>    | <b>149758879</b> |
|         | <b>120755998</b> |                        |            | ParID 120755998NE-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34130   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Gall                                                 | <b>116016050</b>    | <b>149760085</b> |
|         | <b>120756012</b> |                        |            | ParID 120756012NW-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34101   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Frederick Gall                                       | <b>116016207</b>    | <b>149760434</b> |
|         | <b>120756001</b> |                        |            | ParID 120756001SE-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 34131   |                  | Freehold Mineral Lease | 10-25-2029 | Harry Gall                                                 | <b>116016252</b>    | <b>149760502</b> |
|         | <b>120756023</b> |                        |            | ParID 120756023SW-S21-T14N-R16E-                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 38244   |                  | Freehold Mineral Lease | 01-18-2031 | William Theodore Bast                                      | <b>117166596</b>    | <b>154227753</b> |
|         | <b>120755943</b> |                        |            | ParID 120755943NE-S23-T14N-R16E-                           |                     |                  |



**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 38278          |                       | Freehold Mineral Lease | 01-18-2031      | Mary Louise Bast                 | <b>117173471</b>           | <b>154250962</b>  |
|                | <b>120755943</b>      |                        |                 | ParID 120755943NE-S23-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------|----------------------------|-------------------|
| 38437          |                       | Freehold Mineral Lease | 02-12-2031      | Fran Bast, personal representative of the estate of Kenneth B. Bast | <b>117203936</b>           | <b>154351357</b>  |
|                | <b>120755943</b>      |                        |                 | ParID 120755943NE-S23-T14N-R16E-                                    |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 38449          |                       | Freehold Mineral Lease | 02-12-2031      | Rose Marie Anderson              | <b>117209628</b>           | <b>154373812</b>  |
|                | <b>120755943</b>      |                        |                 | ParID 120755943NE-S23-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 38326          |                       | Freehold Mineral Lease | 02-12-2031      | Rose Marie Anderson              | <b>117188512</b>           | <b>154301026</b>  |
|                | <b>120755954</b>      |                        |                 | ParID 120755954NW-S23-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 38243          |                       | Freehold Mineral Lease | 01-18-2031      | William Theodore Bast            | <b>117166798</b>           | <b>154228844</b>  |
|                | <b>120755954</b>      |                        |                 | ParID 120755954NW-S23-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 38275          |                       | Freehold Mineral Lease | 01-18-2031      | Mary Louise Bast                 | <b>117173022</b>           | <b>154249667</b>  |
|                | <b>120755954</b>      |                        |                 | ParID 120755954NW-S23-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------|----------------------------|-------------------|
| 38438          |                       | Freehold Mineral Lease | 02-12-2031      | Fran Bast, personal representative of the estate of Kenneth B. Bast | <b>117205972</b>           | <b>154360166</b>  |
|                | <b>120755954</b>      |                        |                 | ParID 120755954NW-S23-T14N-R16E-                                    |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b> | <b>Exp Date</b> | <b>Grantor/Lessor</b> | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|
|----------------|-----------------------|------------------|-----------------|-----------------------|----------------------------|-------------------|

| 38325          |                       | Freehold Mineral Lease | 02-12-2031      | Rose Marie Anderson                                                 | <b>117188567</b>           | <b>154301093</b>  |
|----------------|-----------------------|------------------------|-----------------|---------------------------------------------------------------------|----------------------------|-------------------|
|                | <b>120755965</b>      |                        |                 | ParID 120755965SE-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 38242          |                       | Freehold Mineral Lease | 01-18-2031      | William Theodore Bast                                               | <b>117166833</b>           | <b>154229171</b>  |
|                | <b>120755965</b>      |                        |                 | ParID 120755965SE-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 38276          |                       | Freehold Mineral Lease | 01-18-2031      | Mary Louise Bast                                                    | <b>117174146</b>           | <b>154255989</b>  |
|                | <b>120755965</b>      |                        |                 | ParID 120755965SE-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 39066          |                       | Freehold Mineral Lease | 02-12-2031      | Fran Bast, personal representative of the estate of Kenneth B. Bast | <b>117188804</b>           | <b>154302117</b>  |
|                | <b>120755965</b>      |                        |                 | ParID 120755965SE-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 38241          |                       | Freehold Mineral Lease | 01-18-2031      | William Theodore Bast                                               | <b>117166877</b>           | <b>154229407</b>  |
|                | <b>120755976</b>      |                        |                 | ParID 120755976SW-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 38277          |                       | Freehold Mineral Lease | 01-18-2031      | Mary Louise Bast                                                    | <b>117173820</b>           | <b>154254438</b>  |
|                | <b>120755976</b>      |                        |                 | ParID 120755976SW-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 38448          |                       | Freehold Mineral Lease | 02-12-2031      | Rose Marie Anderson                                                 | <b>117209291</b>           | <b>154372800</b>  |
|                | <b>120755976</b>      |                        |                 | ParID 120755976SW-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                               | <b>Interest Register #</b> | <b>Interest #</b> |
| 39065          |                       | Freehold Mineral Lease | 02-12-2031      | Fran Bast, personal representative of the estate of Kenneth B. Bast | <b>117188972</b>           | <b>154302768</b>  |
|                | <b>120755976</b>      |                        |                 | ParID 120755976SW-S23-T14N-R16E-                                    |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                                                     |                            |                   |

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 33029   |                  | Freehold Mineral Lease | 06-16-2029 | Wilfred Joseph Malhiot and Doreen Katherine Malhiot, as joint tenants<br>ParID 120756337NW-S26-T14N-R16E- | <b>115590922</b>    | <b>147856337</b> |
|         | <b>120756337</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 33030   |                  | Freehold Mineral Lease | 06-16-2029 | Wilfred Joseph Malhiot and Doreen Katherine Malhiot, as joint tenants<br>ParID 120756348SE-S26-T14N-R16E- | <b>115591114</b>    | <b>147856832</b> |
|         | <b>120756348</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 33028   |                  | Freehold Mineral Lease | 06-16-2029 | Wilfred Joseph Malhiot and Doreen Katherine Malhiot, as joint tenants<br>ParID 120756359SW-S26-T14N-R16E- | <b>115590988</b>    | <b>147856438</b> |
|         | <b>120756359</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 38095   |                  | Freehold Mineral Lease | 01-05-2031 | Perry Andrew Weisberg<br>ParID 120756292NE-S27-T14N-R16E-                                                 | <b>117132106</b>    | <b>154083539</b> |
|         | <b>120756292</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 34875   |                  | Freehold Mineral Lease | 01-19-2030 | Claude Lefebvre and Grace Lefebvre, as joint tenants<br>ParID 145535687NW-S27-T14N-R16E-                  | <b>116154750</b>    | <b>150395755</b> |
|         | <b>145535687</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 36261   |                  | Freehold Mineral Lease | 07-18-2030 | Claude Lefebvre and Grace Lefebvre, as joint tenants<br>ParID 120756304SE-S27-T14N-R16E-                  | <b>116631558</b>    | <b>152259116</b> |
|         | <b>120756304</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 34874   |                  | Freehold Mineral Lease | 01-19-2030 | Claude Lefebvre and Grace Lefebvre, as joint tenants<br>ParID 145535698SW-S27-T14N-R16E-                  | <b>116154761</b>    | <b>150395766</b> |
|         | <b>145535698</b> |                        |            |                                                                                                           |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                           |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                            | Interest Register # | Interest #       |
| 34723   |                  | Freehold Mineral Lease | 02-08-2030 | Floyd George Allan and Eleatha<br>ParID 120756304SE-S27-T14N-R16E-                                        | <b>116216557</b>    | <b>179451692</b> |

June Allan, as joint tenants

**120756168**ParID 120756168NE-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 34737          |                       | Freehold Mineral Lease | 02-08-2030      | Floyd George Allan and Eleatha June Allan, as joint tenants | <b>116216030</b>           | <b>179451715</b>  |

**120756179**ParID 120756179NW-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 34736          |                       | Freehold Mineral Lease | 02-08-2030      | Floyd George Allan and Eleatha June Allan, as joint tenants | <b>116216142</b>           | <b>179451681</b>  |

**120756180**ParID 120756180SE-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 34724          |                       | Freehold Mineral Lease | 02-08-2030      | Floyd George Allan and Eleatha June Allan, as joint tenants | <b>116216489</b>           | <b>179451670</b>  |

**120756191**ParID 120756191SW-S31-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                      | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------|----------------------------|-------------------|
| 38850          |                       | Freehold Mineral Lease | 03-15-2031      | Jean Elaine Nycholat and Steven Nycholat, as joint tenants | <b>117296668</b>           | <b>154715036</b>  |

**120756360**ParID 120756360NE-S33-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 39146          |                       | Freehold Mineral Lease | 04-04-2031      | Ann Candace Parliament, Attorney for Beatrice Corinne James, Ann Candace Parliament and Ann Candace | <b>117366587</b>           | <b>155002373</b>  |

**120756315**ParID 120756315NW-S33-  
T14N-R16E-**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38763          |                       | Freehold Mineral Lease | 02-23-2031      | Marjorie Jean Hanson, and Myrna Ann Pugh, personal representatives of the estate of Vernice Maud Ha | <b>117272471</b>           | <b>158150943</b>  |

**120756326**ParID 120756326SE-S33-  
T14N-R16E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 38762          |                       | Freehold Mineral Lease | 02-23-2031      | Marjorie Jean Hanson, and Myrna Ann Pugh, personal representatives of the estate of Vernice Maud Ha | <b>117272482</b>           | <b>158150976</b>  |
|                | <b>120756371</b>      |                        |                 | ParID 120756371SW-S33-T14N-R16E-                                                                    |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 35732          |                       | Freehold Mineral Lease | 05-20-2030      | David James Malhiot              | <b>116509406</b>           | <b>151809644</b>  |
|                | <b>114139728</b>      |                        |                 | ParID 114139728NE-S35-T14N-R16E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34345          |                       | Freehold Mineral Lease | 11-26-2029      | Laurier Lefebvre                 | <b>116092885</b>           | <b>183981011</b>  |
|                | <b>120756405</b>      |                        |                 | ParID 120756405NW-S35-T14N-R16E- |                            |                   |

**Remarks:** caveats claiming 1/2 interest in W35-14-16

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                       | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------|----------------------------|-------------------|
| 35652          |                       | Freehold Mineral Lease | 05-10-2030      | Leon Elie Malhiot and Darlene Anne Malhiot as Joint Tenants | <b>116494252</b>           | <b>151760077</b>  |
|                | <b>114139739</b>      |                        |                 | ParID 114139739SE-S35-T14N-R16E-                            |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34246          |                       | Freehold Mineral Lease | 11-26-2029      | Laurier Lefebvre                 | <b>116063502</b>           | <b>178224947</b>  |
|                | <b>163639390</b>      |                        |                 | ParID 163639390SW-S35-T14N-R16E- |                            |                   |

**Remarks:** caveats claiming 1/2 interest in W35-14-16

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34344          |                       | Freehold Mineral Lease | 11-26-2029      | Laurier Lefebvre                 | <b>116281166</b>           | <b>178224970</b>  |
|                | <b>163639389</b>      |                        |                 | ParID 163639389SW-S35-T14N-R16E- |                            |                   |

**Remarks:** caveats claiming 1/2 interest in W35-14-16

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|--------------------------------------------------------------------------------------|----------------------------|-------------------|
| 33351          |                       | Freehold Mineral Lease | 07-15-2029      | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants | <b>115710746</b>           | <b>148402526</b>  |
|                | <b>131820971</b>      |                        |                 | ParID 131820971NE-S1-T14N-R17E-                                                      |                            |                   |

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------------------------------------------------------------------|---------------------|------------------|
| 33352   |                | Freehold Mineral Lease | 07-15-2029 | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants | <b>115710397</b>    | <b>148399633</b> |

131820993

ParID 131820993NW-S1-T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------------------------------------------------------------------|---------------------|------------------|
| 33353   |                | Freehold Mineral Lease | 07-15-2029 | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants | <b>115709733</b>    | <b>148390128</b> |

131821017

ParID 131821017SE-S1-T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------------------------------------------------------------------|---------------------|------------------|
| 33350   |                | Freehold Mineral Lease | 07-15-2029 | Luc Sean Poissant, Lise Alyssa Poissant and Nikki Melissa Poissant, as joint tenants | <b>115710814</b>    | <b>148403303</b> |

131821028

ParID 131821028SW-S1-T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 41500   |                | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117999916</b>    | <b>157481039</b> |

131820926

ParID 131820926NE-S3-T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 41501   |                | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117999893</b>    | <b>157480915</b> |

131820937

ParID 131820937NW-S3-T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 41502   |                | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117999848</b>    | <b>157480814</b> |

131820948

ParID 131820948SE-S3-T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 41462   |                  | Freehold Mineral Lease | 12-12-2021 | Millicent Wolf, Personal representative of the estate of Hazel Florence McEwen, who in her lifetime | <b>117985090</b>    | <b>157386291</b> |
|         | <b>131820959</b> |                        |            | ParID 131820959SW-S3-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33359   |                  | Freehold Mineral Lease | 07-20-2029 | James Brian Crawford                                                                                | <b>115716494</b>    | <b>168284133</b> |
|         | <b>131820904</b> |                        |            | ParID 131820904NE-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33885   |                  | Freehold Mineral Lease | 10-08-2029 | Leonard Thomas Wozney and Joyce Lillian Wozney as joint tenants                                     | <b>115934474</b>    | <b>149364254</b> |
|         | <b>131820814</b> |                        |            | ParID 131820814NW-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33360   |                  | Freehold Mineral Lease | 07-20-2029 | James Brian Crawford                                                                                | <b>115716382</b>    | <b>168284111</b> |
|         | <b>131820915</b> |                        |            | ParID 131820915SE-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 33886   |                  | Freehold Mineral Lease | 10-08-2029 | Leonard Thomas Wozney and Joyce Lillian Wozney as joint tenants                                     | <b>115934418</b>    | <b>149364063</b> |
|         | <b>131820825</b> |                        |            | ParID 131820825SW-S5-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 34473   |                  | Freehold Mineral Lease | 12-25-2029 | Garth Barrie Purves                                                                                 | <b>116126489</b>    | <b>176213011</b> |
|         | <b>112518895</b> |                        |            | ParID 112518895NE-S7-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                      | Interest Register # | Interest #       |
| 34521   |                  | Freehold Mineral Lease | 01-15-2030 | Beryl Carolyn Muniz                                                                                 | <b>116154772</b>    | <b>150395777</b> |
|         | <b>112518895</b> |                        |            | ParID 112518895NE-S7-T14N-R17E-                                                                     |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                     |                     |                  |

| Agmt No | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #                          |            |
|---------|------------------------|------------|---------------------------------|---------------------|-------------------------------------|------------|
| 34663   | Freehold Mineral Lease | 01-21-2030 | Beverley Ann Downey             | 116202305           | 150582506                           |            |
|         | 112518895              |            | ParID 112518895NE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 35650   | Freehold Mineral Lease | 04-29-2030 | Becky-Jean Beyersbergen         | 116494230           | 151760033                           |            |
|         | 112518895              |            | ParID 112518895NE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34484   | Freehold Mineral Lease | 01-07-2030 | Robert P. Wilson                | 116398468           | 183540876<br>183540887<br>183540900 |            |
|         | 112517120              |            | ParID 112517120NW-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34472   | Freehold Mineral Lease | 12-25-2029 | Garth Barrie Purves             | 116126490           | 176213022                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34522   | Freehold Mineral Lease | 01-15-2030 | Beryl Carolyne Muniz            | 116154783           | 150395788                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34664   | Freehold Mineral Lease | 01-21-2030 | Beverley Ann Downey             | 116202349           | 150582720                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 35649   | Freehold Mineral Lease | 04-29-2030 | Becky-Jean Beyersbergen         | 116494207           | 151759952                           |            |
|         | 112518907              |            | ParID 112518907SE-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                        | Grantor/Lessor      | Interest Register #                 | Interest # |
| 34471   | Freehold Mineral Lease | 01-07-2030 | Robert P. Wilson                | 116127693           | 183540809<br>183540810<br>183540821 |            |
|         | 131820791              |            | ParID 131820791SW-S7-T14N-R17E- |                     |                                     |            |
|         | Remarks:               |            |                                 |                     |                                     |            |



| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 20003   |                  | Freehold Mineral Lease | 11-29-2021 | Beverly Katherine Ulrich, Ronald Kenneth Ulrich, and Wade Cordell Ulrich, as joint tenants<br>ParID 131820803NE-S8-T14N-R17E- | <b>117943353</b>    | <b>179606739</b> |
|         | <b>131820803</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20004   |                  | Freehold Mineral Lease | 11-29-2021 | Wade Ulrich<br>ParID 131820768NW-S8-T14N-R17E-                                                                                | <b>117943342</b>    | <b>157219656</b> |
|         | <b>131820768</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 33358   |                  | Freehold Mineral Lease | 07-20-2029 | James Brian Crawford<br>ParID 131820779SE-S8-T14N-R17E-                                                                       | <b>115716292</b>    | <b>168284155</b> |
|         | <b>131820779</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 33913   |                  | Freehold Mineral Lease | 10-13-2029 | Marilyn Crawford<br>ParID 131820780SW-S8-T14N-R17E-                                                                           | <b>115955602</b>    | <b>178139335</b> |
|         | <b>131820780</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20000   |                  | Freehold Mineral Lease | 11-10-2030 | Donald Francis Moats and Patricia Kim Moats, as joint tenants<br>ParID 131820724NE-S9-T14N-R17E-                              | <b>116969709</b>    | <b>153458253</b> |
|         | <b>131820724</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20001   |                  | Freehold Mineral Lease | 11-10-2030 | Donald Francis Moats and Patricia Kim Moats, as joint tenants<br>ParID 131820746NW-S9-T14N-R17E-                              | <b>116969754</b>    | <b>153458310</b> |
|         | <b>131820746</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 20002   |                  | Freehold Mineral Lease | 11-10-2030 | Donald Francis Moats and Patricia Kim Moats, as joint tenants<br>ParID 131820757SW-S9-T14N-R17E-                              | <b>116969664</b>    | <b>153458208</b> |
|         | <b>131820757</b> |                        |            |                                                                                                                               |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                                                               |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                                                | Interest Register # | Interest #       |
| 32741   |                  | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard                                                                                                          | <b>115374786</b>    | <b>146742970</b> |

111682098

ParID 111682098NE-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 32765   |                | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard | <b>115394823</b>    | <b>146873773</b> |

111682100

ParID 111682100NW-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 32764   |                | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard | <b>115395037</b>    | <b>146874628</b> |

111682111

ParID 111682111SE-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 32742   |                | Freehold Mineral Lease | 04-15-2029 | Jean Jacques Bechard | <b>115374562</b>    | <b>146741856</b> |

111682122

ParID 111682122SW-S13-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20011   |                | Freehold Mineral Lease | 10-25-2026 | Linda Craig    | <b>121914604</b>    | <b>190826275</b> |

114431408

ParID 114431408NE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20012   |                | Freehold Mineral Lease | 10-25-2026 | Robin Waldo    | <b>121915403</b>    | <b>190826264</b> |

114431408

ParID 114431408NE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2018

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34195   |                | Freehold Mineral Lease | 12-06-2029 | G.W.L. Boesch Farm Inc., | <b>116040439</b>    | <b>193514160</b> |

120478945

ParID 120478945NW-S19-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20013   |                | Freehold Mineral Lease | 10-25-2026 | Linda Craig    | <b>121913344</b>    | <b>190826286</b> |

114431419

ParID 114431419SE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2019

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 20014   |                | Freehold Mineral Lease | 10-25-2026 | Robin Waldo    | <b>121913715</b>    | <b>190826297</b> |

114431419

ParID 114431419SE-S19-  
T14N-R17E-

Remarks: Entered by TG Jan 19 2020

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34194   |                | Freehold Mineral Lease | 12-06-2029 | G.W.L. Boesch Farm Inc., | <b>116040529</b>    | <b>193514205</b> |

120478956

ParID 120478956SW-S19-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 34154   |                | Freehold Mineral Lease | 11-05-2029 | James Michael Sakundiak | <b>116015150</b>    | <b>191513000</b> |

111421976

ParID 111421976NE-S23-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------|---------------------|------------------|
| 34129   |                | Freehold Mineral Lease | 11-05-2029 | James Michael Sakundiak | <b>116016409</b>    | <b>191512997</b> |

111421987

ParID 111421987SE-S23-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 33357   |                | Freehold Mineral Lease | 07-20-2029 | 618307 Saskatchewan Ltd. | <b>115715099</b>    | <b>148432462</b> |

114475754

ParID 114475754SE-S25-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20005   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808388</b>    | <b>166110971</b> |

131820218

ParID 131820218NW-S26-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20007   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808401</b>    | <b>166111028</b> |

131820229

ParID 131820229SE-S26-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20006   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808399</b>    | <b>166111017</b> |

131820230

ParID 131820230SW-S26-  
T14N-R17E-

Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33923   |                  | Freehold Mineral Lease | 10-26-2029 | Rita Bechard                                                     | <b>115955837</b>    | <b>149441980</b> |
|         | <b>164655513</b> |                        |            | ParID 164655513NE-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33923   |                  | Freehold Mineral Lease | 10-26-2029 | Rita Bechard                                                     | <b>115955837</b>    | <b>149441991</b> |
|         | <b>164655524</b> |                        |            | ParID 164655524NE-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33572   |                  | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818330</b>    | <b>148869196</b> |
|         | <b>164399158</b> |                        |            | ParID 164399158NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Ext 1                  |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33573   |                  | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818295</b>    | <b>148868881</b> |
|         | <b>164399169</b> |                        |            | ParID 164399169NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Ext 2                  |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33575   |                  | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818431</b>    | <b>148869994</b> |
|         | <b>131820117</b> |                        |            | ParID 131820117NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Plan 62R40745 Ext. 0   |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33582   |                  | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants  | <b>115824966</b>    | <b>148896781</b> |
|         | <b>131820117</b> |                        |            | ParID 131820117NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
| 33583   |                  | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants  | <b>115824731</b>    | <b>148896220</b> |
|         | <b>164399169</b> |                        |            | ParID 164399169NW-S27-T14N-R17E-                                 |                     |                  |
|         | <b>Remarks:</b>  | Ext 2                  |            |                                                                  |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |

| 33584   | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants       | 115825147      | 148897399           |            |
|---------|------------------------|------------|-----------------------------------------------------------------------|----------------|---------------------|------------|
|         | 164399158              |            | ParID 164399158NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               | Ext 1      |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33308   | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants                           | 115699304      | 148316845           |            |
|         | 164399158              |            | ParID 164399158NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33309   | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants                           | 115699258      | 148316777           |            |
|         | 131820117              |            | ParID 131820117NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33345   | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants                           | 115705650      | 148359325           |            |
|         | 164399169              |            | ParID 164399169NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33346   | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115729263      | 148507511           |            |
|         | 164399169              |            | ParID 164399169NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33348   | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115705188      | 148354162           |            |
|         | 131820117              |            | ParID 131820117NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33349   | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | 115901298      | 149198057           |            |
|         | 164399158              |            | ParID 164399158NW-S27-T14N-R17E-                                      |                |                     |            |
|         | Remarks:               |            |                                                                       |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type  | Exp Date                                                              | Grantor/Lessor | Interest Register # | Interest # |
| 33318   | Freehold Mineral Lease | 07-15-2029 | Norman Desautels, Leon Eugene Desautels & Laurie                      | 115699225      | 185408185           |            |

Eugene Desautels & Marie  
Jean Desautels

**131820140**

ParID 131820140SE-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33571   |                | Freehold Mineral Lease | 08-09-2029 | Patricia Irene Bechard and Che Exupere Bechard, as joint tenants | <b>115818228</b>    | <b>148868454</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 33578   |                | Freehold Mineral Lease | 08-11-2029 | Patricia Irene Bechard and Kelly Erin Bechard, as joint tenants | <b>115823527</b>    | <b>148892675</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------------------|---------------------|------------------|
| 33311   |                | Freehold Mineral Lease | 07-15-2029 | Jocelyne Ash and John Ash, as joint tenants | <b>115699326</b>    | <b>148316867</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------|---------------------|------------------|
| 33347   |                | Freehold Mineral Lease | 07-20-2029 | Come Francois Bechard and Jacqueline Maureen Bechard as joint tenants | <b>115705346</b>    | <b>148355815</b> |

**131820139**

ParID 131820139SW-S27-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 34665   |                | Freehold Mineral Lease | 01-20-2030 | Nancy Killick  | <b>116202204</b>    | <b>150582191</b> |

**131820038**

ParID 131820038NE-S31-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 34725   |                | Freehold Mineral Lease | 02-08-2030 | Carol Janet Hames | <b>116216467</b>    | <b>150628798</b> |

**131820038**

ParID 131820038NE-S31-  
T14N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 34839   |                | Freehold Mineral Lease | 02-15-2030 | Sandra May Stewart | <b>116248169</b>    | <b>150757005</b> |

**131820038**ParID 131820038NE-S31-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 34841   |                | Freehold Mineral Lease | 02-15-2030 | Walter Albert Hames | <b>116248091</b>    | <b>150756666</b> |

**131820038**ParID 131820038NE-S31-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------------|---------------------|------------------|
| 33331   |                | Freehold Mineral Lease | 07-14-2029 | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695333</b>    | <b>148300387</b> |

**131820049**ParID 131820049NW-S31-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 34301   |                | Freehold Mineral Lease | 12-14-2029 | Todd Lauritz Brunas | <b>116401979</b>    | <b>151402980</b> |

**131820050**ParID 131820050SE-S31-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------------|---------------------|------------------|
| 33333   |                | Freehold Mineral Lease | 07-14-2029 | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695344</b>    | <b>148300714</b> |

**131819991**ParID 131819991SW-S31-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------------|---------------------|------------------|
| 33335   |                | Freehold Mineral Lease | 07-14-2029 | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695568</b>    | <b>148302626</b> |

**131820005**ParID 131820005NE-S33-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------------|---------------------|------------------|
| 33334   |                | Freehold Mineral Lease | 07-14-2029 | Larry Robert Posehn and Gwendelyne Marie Posehn, as joint tenants | <b>115695434</b>    | <b>148301591</b> |

**131820027**ParID 131820027NW-S33-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 41942   |                | Freehold Mineral Lease | 01-23-2022 | Rachel Rocco   | <b>118104713</b>    | <b>157932265</b> |

**112450957**ParID 112450957SE-S33-  
T14N-R17E-**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-----------------------------------------------------------------------------------|---------------------|------------------|
| 42205   |                  | Freehold Mineral Lease | 01-29-2022 | Johanna Rocco                                                                     | <b>118163077</b>    | <b>158179539</b> |
|         | <b>112450957</b> |                        |            | ParID 112450957SE-S33-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 41961   |                  | Freehold Mineral Lease | 01-23-2022 | Rachel Rocco                                                                      | <b>118104757</b>    | <b>157932456</b> |
|         | <b>112450946</b> |                        |            | ParID 112450946SW-S33-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 42206   |                  | Freehold Mineral Lease | 01-29-2022 | Johanna Rocco                                                                     | <b>118163123</b>    | <b>158179719</b> |
|         | <b>112450946</b> |                        |            | ParID 112450946SW-S33-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 33505   |                  | Freehold Mineral Lease | 08-17-2029 | Jean Gilles Bechard, Personal Representative of the Estate of Jean Benoit Bechard | <b>115782813</b>    | <b>148734074</b> |
|         | <b>131819878</b> |                        |            | ParID 131819878NW-S35-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 33492   |                  | Freehold Mineral Lease | 08-17-2029 | Jean Gilles Bechard, Personal Representative of the Estate of Jean Benoit Bechard | <b>115767120</b>    | <b>148666854</b> |
|         | <b>131819889</b> |                        |            | ParID 131819889SE-S35-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 33493   |                  | Freehold Mineral Lease | 08-17-2029 | Jean Gilles Bechard, Personal Representative of the Estate of Jean Benoit Bechard | <b>115768525</b>    | <b>148671771</b> |
|         | <b>131819890</b> |                        |            | ParID 131819890SW-S35-T14N-R17E-                                                  |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |
| 36260   |                  | Freehold Mineral Lease | 07-11-2030 | Alice Boutin-Maloney and Kelly Neil Maloney, as joint tenants                     | <b>116631323</b>    | <b>182962514</b> |
|         | <b>131891092</b> |                        |            | ParID 131891092NW-S1-T14N-R18E-                                                   |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                    | Interest Register # | Interest #       |



36259 Freehold Mineral Lease 07-11-2030 Alice Boutin-Maloney and Kelly Neil Maloney, as joint tenants **116631435** **182962345**  
**131891047**  
ParID 131891047SW-S1-T14N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37608   |                | Freehold Mineral Lease | 12-02-2030 | Dorothy Gaye Schwanbeck         | <b>117032116</b>    | <b>153698631</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                  |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37623   |                | Freehold Mineral Lease | 12-01-2030 | Laurel Jean Rakochuk            | <b>117038583</b>    | <b>153726183</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                  |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|--------------------------------------|
| 37610   |                | Freehold Mineral Lease | 11-29-2030 | John Wendell Burwell            | <b>117033601</b>    | <b>182026009</b><br><b>182026010</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                                      |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37672   |                | Freehold Mineral Lease | 12-13-2030 | Joy Alvina Ganne                | <b>117046065</b>    | <b>153748503</b> |
|         |                |                        |            | ParID 131890934NE-S5-T14N-R18E- |                     |                  |

**131890934**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37607   |                | Freehold Mineral Lease | 12-02-2030 | Dorothy Gaye Schwanbeck         | <b>117032239</b>    | <b>153699384</b> |
|         |                |                        |            | ParID 131890923NW-S5-T14N-R18E- |                     |                  |

**131890923**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------------|
| 37624   |                | Freehold Mineral Lease | 12-01-2030 | Laurel Jean Rakochuk            | <b>117038572</b>    | <b>153726172</b> |
|         |                |                        |            | ParID 131890923NW-S5-T14N-R18E- |                     |                  |

**131890923**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|-----------------------------------------------|---------------------|--------------------------------------|
| 37643   |                | Freehold Mineral Lease | 11-29-2030 | John Wendell Burwell and Ruth Klassen-Burwell | <b>117049473</b>    | <b>182026076</b><br><b>182026087</b> |
|         |                |                        |            | ParID 131890923NW-S5-T14N-R18E-               |                     |                                      |

**131890923**

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 37673   |                | Freehold Mineral Lease                                                                         | 12-13-2030 | Joy Alvina Ganne                       | 117046122           | 153748581              |
|---------|----------------|------------------------------------------------------------------------------------------------|------------|----------------------------------------|---------------------|------------------------|
|         | 131890923      |                                                                                                |            | ParID 131890923NW-S5-T14N-R18E-        |                     |                        |
|         | Remarks:       |                                                                                                |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37606   |                | Freehold Mineral Lease                                                                         | 12-02-2030 | Dorothy Gaye Schwanbeck                | 117032341           | 153699913              |
|         | 131890956      |                                                                                                |            | ParID 131890956SW-S5-T14N-R18E-        |                     |                        |
|         | Remarks:       |                                                                                                |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37609   |                | Freehold Mineral Lease                                                                         | 11-29-2030 | John Wendell Burwell                   | 117033690           | 182025974<br>182025985 |
|         | 131890956      |                                                                                                |            | ParID 131890956SW-S5-T14N-R18E-        |                     |                        |
|         | Remarks:       |                                                                                                |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37674   |                | Freehold Mineral Lease                                                                         | 12-13-2030 | Joy Alvina Ganne                       | 117046188           | 153748783              |
|         | 131890956      |                                                                                                |            | ParID 131890956SW-S5-T14N-R18E-        |                     |                        |
|         | Remarks:       |                                                                                                |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 37625   |                | Freehold Mineral Lease                                                                         | 12-01-2030 | Laurel Jean Rakochuk                   | 117038550           | 153726116              |
|         | 131890956      |                                                                                                |            | ParID 131890956SW-S5-T14N-R18E-        |                     |                        |
|         | Remarks:       |                                                                                                |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35038   |                | Freehold Mineral Lease                                                                         | 03-07-2030 | Carol Sylvia Boesch                    | 116323860           | 155246698              |
|         | 114329651      |                                                                                                |            | ParID 114329651NE-S13-T14N-R18E-       |                     |                        |
|         | Remarks:       | parcel#114329651 shows 157.29 acres? where is parcel#114329695(2 acres recorded)? Ext12, by MG |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35041   |                | Freehold Mineral Lease                                                                         | 03-07-2030 | Laurence and Carol Boesch Holding Inc. | 116323804           | 151068135              |
|         | 114329695      |                                                                                                |            | ParID 114329695NE-S13-T14N-R18E-       |                     |                        |
|         | Remarks:       | parcel#114329695(2 acres or 4.03 acres)? Ext13,by MG                                           |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35661   |                | Freehold Mineral Lease                                                                         | 05-10-2030 | Paul and Tanja Boesch Holdings Inc.    | 116797832           | 156144078              |
|         | 112517108      |                                                                                                |            | ParID 112517108NW-S13-T14N-R18E-       |                     |                        |
|         | Remarks:       |                                                                                                |            |                                        |                     |                        |
| Agmt No | Mineral Parcel | Agmt Type                                                                                      | Exp Date   | Grantor/Lessor                         | Interest Register # | Interest #             |
| 35039   |                | Freehold Mineral Lease                                                                         | 03-07-2030 | Carol Sylvia Boesch                    | 116323848           | 155246722              |

114329662

ParID 114329662SE-S13-  
T14N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                          | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------------------------------------------------------------|---------------------|------------------|
| 35660   |                | Freehold Mineral Lease | 05-10-2030 | Paul and Tanja Boesch Holdings Inc.<br>ParID 112517119SW-S13-T14N-R18E- | <b>116797865</b>    | <b>156144135</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 35280   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114329628NE-S23-T14N-R18E- | <b>116403397</b>    | <b>151407266</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 35281   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114330271NW-S23-T14N-R18E- | <b>116403443</b>    | <b>151407402</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 35279   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114329639SE-S23-T14N-R18E- | <b>116403230</b>    | <b>151406951</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------|---------------------|------------------|
| 35282   |                | Freehold Mineral Lease | 03-16-2030 | Carol Ann Catherine Hoerger<br>ParID 114330282SW-S23-T14N-R18E- | <b>116403465</b>    | <b>151407435</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------|---------------------|------------------|
| 35658   |                | Freehold Mineral Lease | 04-28-2030 | Kris Dean Boesch<br>ParID 131890327NE-S25-T14N-R18E- | <b>116481247</b>    | <b>187421003</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------------------------------|---------------------|------------------|
| 35612   |                | Freehold Mineral Lease | 04-28-2030 | Kris Dean Boesch and Virginia Anne Carpenter, as joint tenants<br>ParID 131890349NW-S25-T14N-R18E- | <b>116493396</b>    | <b>187421171</b> |

Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 35659          |                       | Freehold Mineral Lease | 04-28-2030      | Kris Dean Boesch                                                 | <b>116481270</b>           | <b>187421058</b>                     |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------|----------------------------|--------------------------------------|
|                | <b>131890338</b>      |                        |                 | ParID 131890338SE-S25-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 35611          |                       | Freehold Mineral Lease | 04-28-2030      | Kris Dean Boesch and Virginia Anne Carpenter, as joint tenants   | <b>116493330</b>           | <b>187421193</b>                     |
|                | <b>131890350</b>      |                        |                 | ParID 131890350SW-S25-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 35040          |                       | Freehold Mineral Lease | 03-07-2030      | Laurence John Boesch                                             | <b>116323815</b>           | <b>155246777</b>                     |
|                | <b>131890305</b>      |                        |                 | ParID 131890305NW-S26-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 20010          |                       | Freehold Mineral Lease | 02-18-2024      | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808434</b>           | <b>166111321</b>                     |
|                | <b>131890271</b>      |                        |                 | ParID 131890271SE-S26-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 35037          |                       | Freehold Mineral Lease | 03-07-2030      | Laurence John Boesch and Carol Sylvia Boesch as joint tenants    | <b>116323882</b>           | <b>155246676</b>                     |
|                | <b>131890282</b>      |                        |                 | ParID 131890282SW-S26-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 37611          |                       | Freehold Mineral Lease | 11-29-2030      | Rougham Enterprises Inc.                                         | <b>117033892</b>           | <b>182026278</b><br><b>189331724</b> |
|                | <b>131890260</b>      |                        |                 | ParID 131890260NW-S27-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 35043          |                       | Freehold Mineral Lease | 03-11-2030      | Catherine Lulu Drew                                              | <b>116323714</b>           | <b>182098480</b>                     |
|                | <b>131890079</b>      |                        |                 | ParID 131890079NE-S35-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
| 35062          |                       | Freehold Mineral Lease | 03-11-2030      | Catherine Lulu Drew                                              | <b>116326425</b>           | <b>182098244</b>                     |
|                | <b>131890024</b>      |                        |                 | ParID 131890024NW-S35-T14N-R18E-                                 |                            |                                      |
|                | <b>Remarks:</b>       |                        |                 |                                                                  |                            |                                      |

| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
|---------|------------------|--------------------------|------------|---------------------------------------------------|---------------------|------------------|
| 35042   |                  | Freehold Mineral Lease   | 03-11-2030 | Catherine Lulu Drew                               | <b>116323837</b>    | <b>182098345</b> |
|         | <b>131890035</b> |                          |            | ParID 131890035SW-S35-T14N-R18E-                  |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73321   |                  | Freehold Mineral Lease   | 07-28-2030 | Louis Guy Lefebvre                                | <b>116692207</b>    | <b>152503343</b> |
|         | <b>111422146</b> |                          |            | ParID 111422146SE-S1-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73322   |                  | Freehold Mineral Lease   | 07-28-2030 | Louis Guy Lefebvre                                | <b>116692173</b>    | <b>152503196</b> |
|         | <b>111422157</b> |                          |            | ParID 111422157SW-S1-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73309   |                  | Freehold Mineral Lease   | 09-08-2029 | Erwin Jack Beitel                                 | <b>115907126</b>    | <b>149807380</b> |
|         | <b>120598858</b> |                          |            | ParID 120598858NW-S3-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  | Ext16. by MG Jun 20 2017 |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73310   |                  | Freehold Mineral Lease   | 09-08-2029 | Erwin Jack Beitel                                 | <b>115907171</b>    | <b>149807403</b> |
|         | <b>120598869</b> |                          |            | ParID 120598869SE-S3-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  | Ext17. by MG Jun 20 2017 |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73311   |                  | Freehold Mineral Lease   | 09-08-2029 | Erwin Jack Beitel                                 | <b>115907216</b>    | <b>149807425</b> |
|         | <b>120598870</b> |                          |            | ParID 120598870SW-S3-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  | Ext18. by MG Jun 20 2017 |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73301   |                  | Freehold Mineral Lease   | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants | <b>115778201</b>    | <b>186714692</b> |
|         | <b>120847158</b> |                          |            | ParID 120847158NE-S7-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                | Exp Date   | Grantor/Lessor                                    | Interest Register # | Interest #       |
| 73302   |                  | Freehold Mineral Lease   | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants | <b>115778234</b>    | <b>186714906</b> |
|         | <b>120847169</b> |                          |            | ParID 120847169NW-S7-T15N-R16E-                   |                     |                  |
|         | <b>Remarks:</b>  |                          |            |                                                   |                     |                  |

| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
|---------|------------------|-----------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 73303   |                  | Freehold Mineral Lease                                          | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants<br>ParID 120847170SE-S7-T15N-R16E-                                           | <b>115778245</b>    | <b>186715075</b> |
|         | <b>120847170</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73304   |                  | Freehold Mineral Lease                                          | 08-04-2029 | Edward Klinger and Lois Klinger, as joint tenants<br>ParID 120847181SW-S7-T15N-R16E-                                           | <b>115778256</b>    | <b>186715356</b> |
|         | <b>120847181</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73319   |                  | Freehold Mineral Lease                                          | 06-06-2030 | David Herauf and Lynette Herauf, as joint tenants<br>ParID 120846898NW-S13-T15N-R16E-                                          | <b>116560010</b>    | <b>152003089</b> |
|         | <b>120846898</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73320   |                  | Freehold Mineral Lease                                          | 05-30-2030 | Robert Weisgerber<br><br>ParID 120846898NW-S13-T15N-R16E-                                                                      | <b>116479884</b>    | <b>151704413</b> |
|         | <b>120846898</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Original Land location NW 35-15-16 W2M is wrong. MG Jun 21 2017 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73317   |                  | Freehold Mineral Lease                                          | 05-13-2030 | Bruce Leonard Leippi<br><br>ParID 145427249NW-S17-T15N-R16E-                                                                   | <b>116479840</b>    | <b>193369955</b> |
|         | <b>145427249</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73318   |                  | Freehold Mineral Lease                                          | 05-13-2030 | Bruce Leonard Leippi<br><br>ParID 145427250SW-S17-T15N-R16E-                                                                   | <b>116480134</b>    | <b>193369977</b> |
|         | <b>145427250</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  | Ext43. by MG Jun 21 2017                                        |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73314   |                  | Freehold Mineral Lease                                          | 11-25-2029 | Evelyn Laura Twast, James Alan Twast and Randy Darryl Twast as surviving joint tenants<br><br>ParID 120846629NW-S19-T15N-R16E- | <b>116043601</b>    | <b>149931186</b> |
|         | <b>120846629</b> |                                                                 |            |                                                                                                                                |                     |                  |
|         | <b>Remarks:</b>  |                                                                 |            |                                                                                                                                |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type                                                       | Exp Date   | Grantor/Lessor                                                                                                                 | Interest Register # | Interest #       |
| 73315   |                  | Freehold Mineral Lease                                          | 11-26-2029 | Evelyn Laura Twast, James Alan Twast and Randy Darryl Twast as surviving joint tenants                                         | <b>116043667</b>    | <b>149931265</b> |

120846630

ParID 120846630SE-S19-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                                         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------------------------------|---------------------|------------|
| 73316   |                | Freehold Mineral Lease | 11-25-2029 | Evelyn Laura Twast, James Alan Twast and Randy Darryl Twast as surviving joint tenants | 116043678           | 149931276  |

120846641

ParID 120846641SW-S19-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73307   |                | Freehold Mineral Lease | 08-28-2029 | Jeffrey Scott Eberle | 115907182           | 149233686  |

120846203

ParID 120846203-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73307   |                | Freehold Mineral Lease | 08-28-2029 | Jeffrey Scott Eberle | 115907182           | 149233697  |

120846225

ParID 120846225-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73308   |                | Freehold Mineral Lease | 08-28-2029 | Susan Michele Eberle | 115907137           | 149233619  |

120846203

ParID 120846203-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 73308   |                | Freehold Mineral Lease | 08-28-2029 | Susan Michele Eberle | 115907137           | 149233620  |

120846225

ParID 120846225-LSD3-  
S31-T15N-R16E-

Remarks: LSD 3&amp;4, Ext49&amp;Ext50. by MG Jun 20 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                      | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|-------------------------------------|---------------------|------------|
| 73306   |                | Freehold Mineral Lease | 08-13-2029 | Golden Wheel Parts & Equipment Ltd. | 115778335           | 148717121  |

145427407

ParID 145427407NW-S31-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------|
| 73305   |                | Freehold Mineral Lease | 08-28-2029 | Jeffrey Scott Eberle and Susan Michele Eberle as joint tenants | 115907104           | 149233574  |

145427418

ParID 145427418SE-S31-  
T15N-R16E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 73312     | Freehold Mineral Lease | 10-22-2029 | Golden Wheel Parts & Equipment Ltd. | 115955095      | 149439617           |            |
|-----------|------------------------|------------|-------------------------------------|----------------|---------------------|------------|
| 120599950 |                        |            | ParID 120599950NW-S33-T15N-R16E-    |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 73313     | Freehold Mineral Lease | 10-22-2029 | Golden Wheel Parts & Equipment Ltd. | 115955130      | 149439752           |            |
| 120600391 |                        |            | ParID 120600391SW-S33-T15N-R16E-    |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33506     | Freehold Mineral Lease | 08-16-2029 | Ronald Martin Iverson               | 115783117      | 186400975           |            |
| 131765520 |                        |            | ParID 131765520NE-S3-T15N-R17E-     |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33471     | Freehold Mineral Lease | 08-10-2029 | Dorothy Lynn Tobias                 | 115773150      | 148688779           |            |
| 131765531 |                        |            | ParID 131765531NW-S3-T15N-R17E-     |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33476     | Freehold Mineral Lease | 08-04-2029 | John Iverson                        | 115757781      | 148630440           |            |
| 131765531 |                        |            | ParID 131765531NW-S3-T15N-R17E-     |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33651     | Freehold Mineral Lease | 08-16-2029 | Eleatha Ann Reniers                 | 115843282      | 148963472           |            |
| 161897013 |                        |            | ParID 161897013SE-S3-T15N-R17E-     |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33472     | Freehold Mineral Lease | 08-10-2029 | Dorothy Lynn Tobias                 | 117038178      | 153725126           |            |
| 145403984 |                        |            | ParID 145403984SW-S3-T15N-R17E-     |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 33475     | Freehold Mineral Lease | 08-04-2029 | John Iverson                        | 115757499      | 148629527           |            |
| 145403984 |                        |            | ParID 145403984SW-S3-T15N-R17E-     |                |                     |            |
| Remarks:  |                        |            |                                     |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                            | Grantor/Lessor | Interest Register # | Interest # |
| 32955     | Freehold Mineral Lease | 05-28-2029 | Dennis Dobrowolski                  | 115526707      | 147509208           |            |



145404019

ParID 145404019NE-S5-  
T15N-R17E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 34916   |                | Freehold Mineral Lease | 02-18-2030 | Kathleen Carole Dunbar | <b>116302047</b>    | <b>191143649</b> |

145404020

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 34920   |                | Freehold Mineral Lease | 02-18-2030 | Gary Grant Dunbar | <b>116302148</b>    | <b>191144820</b> |

145404020

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 32954   |                | Freehold Mineral Lease | 05-28-2029 | Dennis Dobrowolski | <b>115526897</b>    | <b>147509994</b> |

145404008

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 34915   |                | Freehold Mineral Lease | 02-18-2030 | Kathleen Carole Dunbar | <b>116307569</b>    | <b>191144707</b> |

131765564

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor    | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-------------------|---------------------|------------------|
| 34918   |                | Freehold Mineral Lease | 02-18-2030 | Gary Grant Dunbar | <b>116284800</b>    | <b>191144831</b> |

131765564

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------------------------------|---------------------|------------------|
| 32864   |                | Freehold Mineral Lease | 04-21-2029 | Reinhold Fredrich Euteneier and Hilda Elizabeth Euteneier, as joint tenants | <b>115656059</b>    | <b>148145104</b> |

145404031

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------|---------------------|------------------|
| 34921   |                | Freehold Mineral Lease | 02-21-2030 | Dalvin Paul John Euteneier | <b>116260501</b>    | <b>150805032</b> |

131765597

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34924   |                | Freehold Mineral Lease | 02-21-2030 | Dalinda Sylvia Euteneier | <b>116261186</b>    | <b>150808541</b> |

131765597

ParID 131765597NW-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor              | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------|---------------------|------------------|
| 32863   |                | Freehold Mineral Lease | 04-21-2029 | Reinhold Fredrich Euteneier | <b>115912986</b>    | <b>149435040</b> |

131765609

ParID 131765609SE-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------|---------------------|------------------|
| 34922   |                | Freehold Mineral Lease | 02-21-2030 | Dalvin Paul John Euteneier | <b>116260972</b>    | <b>150808114</b> |

145404042

ParID 145404042SW-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor           | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------------|---------------------|------------------|
| 34923   |                | Freehold Mineral Lease | 02-21-2030 | Dalinda Sylvia Euteneier | <b>116260781</b>    | <b>150806606</b> |

145404042

ParID 145404042SW-S7-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20009   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808423</b>    | <b>166111073</b> |

111411515

ParID 111411515NE-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 33953   |                | Freehold Mineral Lease | 10-26-2029 | Brent Allen Prystupa and Leanne Laurie Prystupa as joint tenants | <b>115955905</b>    | <b>149442295</b> |

120672288

ParID 120672288NW-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                   | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------------------------------------------------|---------------------|------------------|
| 20008   |                | Freehold Mineral Lease | 02-18-2024 | Canpar Holdings Ltd. Attn Michael J. Stone, Vice president, Land | <b>119808412</b>    | <b>166111039</b> |

111411526

ParID 111411526SE-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 32929   |                | Freehold Mineral Lease | 05-26-2029 | Wilfred John Euteneier | <b>115508897</b>    | <b>182585201</b> |

131764833

ParID 131764833SW-S8-  
T15N-R17E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 32929          |                       | Freehold Mineral Lease                        | 05-26-2029      | Wilfred John Euteneier<br>ParID 131764844SW-S8-T15N-R17E-                                                         | <b>115508897</b>           | <b>182585199</b>  |
|----------------|-----------------------|-----------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
|                | <b>131764844</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       |                                               |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33322          |                       | Freehold Mineral Lease                        | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 114347358NW-S9-T15N-R17E-                                       | <b>115695850</b>           | <b>148304796</b>  |
|                | <b>114347358</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       |                                               |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33478          |                       | Freehold Mineral Lease                        | 08-16-2029      | Ronald Martin Iverson and Eleatha Ann Reniers, as Joint Tenants<br>ParID 145404064SE-S9-T15N-R17E-                | <b>115758973</b>           | <b>148633645</b>  |
|                | <b>145404064</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Ext 28                                        |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33479          |                       | Freehold Mineral Lease                        | 08-16-2029      | Ronald Martin Iverson and Eleatha Ann Reniers, as Joint Tenants<br>ParID 145404075SE-S9-T15N-R17E-                | <b>115759323</b>           | <b>148634589</b>  |
|                | <b>145404075</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Ext 29                                        |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 33323          |                       | Freehold Mineral Lease                        | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 114347369SW-S9-T15N-R17E-                                       | <b>115696222</b>           | <b>148306686</b>  |
|                | <b>114347369</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       |                                               |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 32903          |                       | Freehold Mineral Lease                        | 05-10-2029      | Harry Hodel<br>ParID 145404086NE-S13-T15N-R17E-                                                                   | <b>115566824</b>           | <b>147761163</b>  |
|                | <b>145404086</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Two parcels one 0.69acres and one 77.94 acres |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 32903          |                       | Freehold Mineral Lease                        | 05-10-2029      | Harry Hodel<br>ParID 145404097NE-S13-T15N-R17E-                                                                   | <b>115566824</b>           | <b>147761174</b>  |
|                | <b>145404097</b>      |                                               |                 |                                                                                                                   |                            |                   |
|                | <b>Remarks:</b>       | Two parcels one 0.69acres and one 77.94 acres |                 |                                                                                                                   |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>                              | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                             | <b>Interest Register #</b> | <b>Interest #</b> |
| 32904          |                       | Freehold Mineral Lease                        | 05-10-2029      | Harry Leonard Hodel, Personal Representative of the Estate of Josephine Hodel<br>ParID 145404097NE-S13-T15N-R17E- | <b>115567027</b>           | <b>147761725</b>  |
|                | <b>145404097</b>      |                                               |                 |                                                                                                                   |                            |                   |

**Remarks:** Two parcels - one 77.94acres and one 0.69 acres

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|-------------------------------------------------------------------------------|---------------------|------------------|
| 32904   |                  | Freehold Mineral Lease | 05-10-2029 | Harry Leonard Hodel, Personal Representative of the Estate of Josephine Hodel | <b>115567027</b>    | <b>147761714</b> |
|         | <b>145404086</b> |                        |            | ParID 145404086NE-S13-T15N-R17E-                                              |                     |                  |

**Remarks:** Two parcels - one 77.94acres and one 0.69 acres

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 39276   |                  | Freehold Mineral Lease | 05-03-2031 | Paulette Posehn                  | <b>117375240</b>    | <b>155038653</b> |
|         | <b>131765700</b> |                        |            | ParID 131765700NW-S13-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 39277   |                  | Freehold Mineral Lease | 05-03-2031 | Paulette Marie Posehn            | <b>117375239</b>    | <b>155038642</b> |
|         | <b>131765722</b> |                        |            | ParID 131765722SW-S13-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33406   |                  | Freehold Mineral Lease | 07-20-2029 | James McIntosh                   | <b>115731996</b>    | <b>149131100</b> |
|         | <b>145404132</b> |                        |            | ParID 145404132NE-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33301   |                  | Freehold Mineral Lease | 07-13-2029 | Arnold Fred Leippi               | <b>115695120</b>    | <b>148299485</b> |
|         | <b>145404110</b> |                        |            | ParID 145404110NE-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 32719   |                  | Freehold Mineral Lease | 03-26-2029 | Linda Catherine Fahlman          | <b>115367834</b>    | <b>146685404</b> |
|         | <b>145404121</b> |                        |            | ParID 145404121NW-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 32720   |                  | Freehold Mineral Lease | 03-26-2029 | Rita Ann Wilde                   | <b>115367913</b>    | <b>146685561</b> |
|         | <b>145404121</b> |                        |            | ParID 145404121NW-S15-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 32721   |                  | Freehold Mineral Lease | 03-26-2029 | Wanda Mae Posehn                 | <b>115367700</b>    | <b>146684997</b> |
|         | <b>145404121</b> |                        |            | ParID 145404121NW-S15-T15N-R17E- |                     |                  |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                        | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------|----------------------------|-------------------|
| 33321          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 145404121NW-S15-T15N-R17E- | <b>115696389</b>           | <b>148307160</b>  |
|                | <b>145404121</b>      |                        |                 |                                                                              |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                               | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 34966          |                       | Freehold Mineral Lease | 03-04-2030      | James Willis McIntosh and June Dianne McIntosh as joint tenants<br>ParID 145404143SE-S15-T15N-R17E- | <b>116309280</b>           | <b>150978101</b>  |
|                | <b>145404143</b>      |                        |                 |                                                                                                     |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                        | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------|----------------------------|-------------------|
| 33327          |                       | Freehold Mineral Lease | 07-14-2029      | Larry Robert and Gwendelyne Marie Posehn<br>ParID 112027249SW-S15-T15N-R17E- | <b>115696626</b>           | <b>188903368</b>  |
|                | <b>112027249</b>      |                        |                 |                                                                              |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 33474          |                       | Freehold Mineral Lease | 08-10-2029      | Harold Posehn and Bernadette Posehn, as joint tenants<br>ParID 114289083NE-S17-T15N-R17E- | <b>115934104</b>           | <b>149362241</b>  |
|                | <b>114289083</b>      |                        |                 |                                                                                           |                            |                   |

**Remarks:** Blk Par A Plan No 101328757 Ext 17

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                                                                    | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 37492          |                       | Freehold Mineral Lease | 10-25-2030      | Bonnie Anne MacKenzie, Gaylynne Garven Wesley, Johnathon MacKenzie, Lonnie MacKenzie, Aaron Amberson<br>ParID 145404154NE-S17-T15N-R17E- | <b>117014857</b>           | <b>153631391</b>  |
|                | <b>145404154</b>      |                        |                 |                                                                                                                                          |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                  | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|--------------------------------------------------------|----------------------------|-------------------|
| 33319          |                       | Freehold Mineral Lease | 07-14-2029      | Cory August Posehn<br>ParID 145404176NW-S17-T15N-R17E- | <b>115699203</b>           | <b>148316654</b>  |
|                | <b>145404176</b>      |                        |                 |                                                        |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                                     | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------------------------------------------------------------------------|----------------------------|-------------------|
| 33473          |                       | Freehold Mineral Lease | 08-10-2029      | Harold Posehn and Bernadette Posehn, as joint tenants<br>ParID 114289106SE-S17-T15N-R17E- | <b>115757039</b>           | <b>148625635</b>  |
|                | <b>114289106</b>      |                        |                 |                                                                                           |                            |                   |

**Remarks:** Blk Par B Plan No 101328757 Ext. 18

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                                             | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| 37491   |                  | Freehold Mineral Lease | 10-25-2030 | Bonnie Anne MacKenzie,<br>Gaylynne Garven Wesley,<br>Johnathon MacKenzie, Lonnie MacKenzie, Aaron Amberson | <b>117014879</b>    | <b>153631414</b> |
|         | <b>145404165</b> |                        |            | ParID 145404165SE-S17-T15N-R17E-                                                                           |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33332   |                  | Freehold Mineral Lease | 07-13-2029 | Arnold Fred Leippi               | <b>115695142</b>    | <b>148299508</b> |
|         | <b>131765946</b> |                        |            | ParID 131765946NE-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 34840   |                  | Freehold Mineral Lease | 02-11-2030 | Karl Edward Posehn               | <b>116248125</b>    | <b>186767364</b> |
|         | <b>145404198</b> |                        |            | ParID 145404198NW-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                               | Interest Register # | Interest #                                                                   |
|---------|------------------|------------------------|------------|--------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|
| 35141   |                  | Freehold Mineral Lease | 03-11-2030 | Lawrence Edward Posehn,<br>attorney for Walter Arthur Posehn | <b>116358060</b>    | <b>159983500</b><br><b>159983511</b><br><b>159983522</b><br><b>186559666</b> |
|         | <b>145404198</b> |                        |            | ParID 145404198NW-S19-T15N-R17E-                             |                     |                                                                              |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33329   |                  | Freehold Mineral Lease | 07-13-2029 | Arnold Fred Leippi               | <b>115695096</b>    | <b>148299373</b> |
|         | <b>131765957</b> |                        |            | ParID 131765957SE-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 33328   |                  | Freehold Mineral Lease | 07-13-2029 | Leippi Farms Inc                 | <b>115695085</b>    | <b>177614185</b> |
|         | <b>131925494</b> |                        |            | ParID 131925494SW-S19-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                           | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------|---------------------|------------------|
| 34376   |                  | Freehold Mineral Lease | 12-15-2029 | The Rural Municipality of Lajord No. 128 | <b>116102203</b>    | <b>150184335</b> |
|         | <b>145404299</b> |                        |            | ParID 145404299NE-S21-T15N-R17E-         |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 32722     | Freehold Mineral Lease | 04-08-2029 | Wilfred Wilhelm Leippi and Mona Rosa Leippi as joint tenants | 115365034      | 186268371              |            |
|-----------|------------------------|------------|--------------------------------------------------------------|----------------|------------------------|------------|
| 145404244 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33326     | Freehold Mineral Lease | 07-14-2029 | Larry Robert and Gwendelyne Marie Posehn                     | 115696693      | 148308228              |            |
| 145404277 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33687     | Freehold Mineral Lease | 09-23-2029 | Paul Robert Harvie Fahlman                                   | 117038134      | 153725047              |            |
| 131766105 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 32940     | Freehold Mineral Lease | 05-27-2029 | Gerald Alfred Leippi                                         | 115526358      | 147508072              |            |
| 131765890 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33403     | Freehold Mineral Lease | 07-20-2029 | James McIntosh                                               | 115732515      | 149131256              |            |
| 145404356 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 33405     | Freehold Mineral Lease | 07-20-2029 | James McIntosh                                               | 115732391      | 149131212              |            |
| 145404345 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 32718     | Freehold Mineral Lease | 04-08-2029 | Mona Rosa Leippi                                             | 115449037      | 147143099              |            |
| 111752759 |                        |            |                                                              |                |                        |            |
| Remarks:  |                        |            |                                                              |                |                        |            |
| Agmt No   | Mineral Parcel         | Agmt Type  | Exp Date                                                     | Grantor/Lessor | Interest Register #    | Interest # |
| 32825     | Freehold Mineral Lease | 04-15-2029 | Walter Fieseler, Attorney for Vera Olga Fieseler             | 115567016      | 177189766<br>177189845 |            |
| 111752759 |                        |            |                                                              |                |                        |            |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 33404          |                       | Freehold Mineral Lease | 07-20-2029      | James McIntosh                   | <b>115732447</b>           | <b>149131177</b>  |
|                | <b>145404367</b>      |                        |                 | ParID 145404367SE-S23-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------|----------------------------|-------------------|
| 33827          |                       | Freehold Mineral Lease | 07-20-2029      | James Willis McIntosh and June Dianne McIntosh as joint tenants | <b>115716168</b>           | <b>148444870</b>  |
|                | <b>145404334</b>      |                        |                 | ParID 145404334SW-S23-T15N-R17E-                                |                            |                   |

**Remarks:** Ext 42

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------|----------------------------|-------------------|
| 33828          |                       | Freehold Mineral Lease | 07-20-2029      | James Willis McIntosh and June Dianne McIntosh as joint tenants | <b>115716135</b>           | <b>148444791</b>  |
|                | <b>145404390</b>      |                        |                 | ParID 145404390SW-S23-T15N-R17E-                                |                            |                   |

**Remarks:** Ext 39

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 36822          |                       | Freehold Mineral Lease | 08-29-2030      | Brandon Joseph Kelsch            | <b>116813099</b>           | <b>152915249</b>  |
|                | <b>145404413</b>      |                        |                 | ParID 145404413NW-S25-T15N-R17E- |                            |                   |

**Remarks:** Blk/Par A Plan No 101328960 Ext 43

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 32865          |                       | Freehold Mineral Lease | 04-27-2029      | Doreen Christina Bundus          | <b>115450208</b>           | <b>183879769</b>  |
|                | <b>145404424</b>      |                        |                 | ParID 145404424NW-S25-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 37308          |                       | Freehold Mineral Lease | 11-01-2030      | Edith Ethel Kunellis             | <b>116956929</b>           | <b>153406593</b>  |
|                | <b>131766352</b>      |                        |                 | ParID 131766352SE-S25-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 32840          |                       | Freehold Mineral Lease | 03-29-2029      | Art Bundus                       | <b>115448878</b>           | <b>182668854</b>  |
|                | <b>145404435</b>      |                        |                 | ParID 145404435SW-S25-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>   | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|-------------------------|----------------------------|-------------------|
| 32841          |                       | Freehold Mineral Lease | 03-29-2029      | Doreen Christina Bundus | <b>115448801</b>           | <b>182668843</b>  |



145404435

ParID 145404435SW-S25-  
T15N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 33795   |                | Freehold Mineral Lease | 08-31-2029 | Raymond Schmidt | <b>115929221</b>    | <b>175073621</b> |

145404457

ParID 145404457NE-S26-  
T15N-R17E-**Remarks:** Ext 3

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 33796   |                | Freehold Mineral Lease | 08-31-2029 | Raymond Schmidt | <b>115929298</b>    | <b>175073632</b> |

145404468

ParID 145404468NW-S26-  
T15N-R17E-**Remarks:** Ext 4

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 34388   |                | Freehold Mineral Lease | 12-06-2029 | Murray Douglas McNish | <b>116099545</b>    | <b>186069763</b> |

164729593

ParID 164729593SE-S26-  
T15N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 34388   |                | Freehold Mineral Lease | 12-06-2029 | Murray Douglas McNish | <b>116099545</b>    | <b>186069729</b> |

164729605

ParID 164729605SE-S26-  
T15N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor  | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------|---------------------|------------------|
| 33708   |                | Freehold Mineral Lease | 08-31-2029 | Raymond Schmidt | <b>115822357</b>    | <b>175073643</b> |

145404479

ParID 145404479SW-S26-  
T15N-R17E-**Remarks:** Ext 5

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------|---------------------|------------------|
| 38295   |                | Freehold Mineral Lease | 01-20-2031 | Shelley Chibi  | <b>117183225</b>    | <b>154282967</b> |

145404503

ParID 145404503SW-S26-  
T15N-R17E-**Remarks:** Blk Par D Plan No 101945189 Ext 21

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 38223   |                | Freehold Mineral Lease | 12-20-2030 | Barry Ernest Posehn | <b>117118032</b>    | <b>154037594</b> |

145404503

ParID 145404503SW-S26-  
T15N-R17E-**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------|---------------------|------------------|
| 38224   |                | Freehold Mineral Lease | 12-20-2030 | Barry Ernest Posehn | <b>117118065</b>    | <b>154037729</b> |

145404514

ParID 145404514SW-S26-  
T15N-R17E-

**Remarks:** BLK/PAR D-Plan extention 21

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38294   |                  | Freehold Mineral Lease | 01-20-2031 | Lyle Posehn                      | <b>117183236</b>    | <b>154283014</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38294   |                  | Freehold Mineral Lease | 01-20-2031 | Lyle Posehn                      | <b>117183236</b>    | <b>154283003</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38295   |                  | Freehold Mineral Lease | 01-20-2031 | Shelley Chibi                    | <b>117183225</b>    | <b>154282956</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:**

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38296   |                  | Freehold Mineral Lease | 01-20-2031 | Daryl Posehn                     | <b>117183001</b>    | <b>193002364</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21/Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38296   |                  | Freehold Mineral Lease | 01-20-2031 | Daryl Posehn                     | <b>117183001</b>    | <b>193002386</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21/Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38323   |                  | Freehold Mineral Lease | 01-23-2031 | Gary Posehn                      | <b>117183449</b>    | <b>154283597</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38323   |                  | Freehold Mineral Lease | 01-23-2031 | Gary Posehn                      | <b>117183449</b>    | <b>154283609</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par D Plan No 101945189 Ext 21

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38324   |                  | Freehold Mineral Lease | 01-26-2031 | Randy Posehn                     | <b>117491115</b>    | <b>155477784</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38324   |                  | Freehold Mineral Lease | 01-26-2031 | Randy Posehn                     | <b>117491115</b>    | <b>155477795</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** Blk Par C Plan No 101945189 Ext 20

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38640   |                  | Freehold Mineral Lease | 02-21-2031 | Linda Faye Van Gaalen            | <b>117262100</b>    | <b>154575210</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38640   |                  | Freehold Mineral Lease | 02-21-2031 | Linda Faye Van Gaalen            | <b>117262100</b>    | <b>154575221</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38737   |                  | Freehold Mineral Lease | 03-08-2031 | Kathleen Sandra Williams         | <b>117272426</b>    | <b>154627274</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38737   |                  | Freehold Mineral Lease | 03-08-2031 | Kathleen Sandra Williams         | <b>117272426</b>    | <b>154627285</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38738   |                  | Freehold Mineral Lease | 03-08-2031 | Lauren Marie Letros              | <b>117272415</b>    | <b>154627252</b> |
|         | <b>145404503</b> |                        |            | ParID 145404503SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 38738   |                  | Freehold Mineral Lease | 03-08-2031 | Lauren Marie Letros              | <b>117272415</b>    | <b>154627263</b> |
|         | <b>145404514</b> |                        |            | ParID 145404514SW-S26-T15N-R17E- |                     |                  |

**Remarks:** PortionalBlk Par C Plan No 101945189 Ext 20; Blk Par D Plan No 101945189 Ext 21. by MG Jun 26 2017

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
|---------|------------------|------------------------|------------|--------------------------------------------------|---------------------|----------------------------------------------------------|
| 32930   |                  | Freehold Mineral Lease | 05-13-2029 | Esther Louise Love                               | <b>115508235</b>    | <b>147425430</b>                                         |
|         | <b>145404604</b> |                        |            | ParID 145404604NE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32951   |                  | Freehold Mineral Lease | 06-01-2029 | Mona Rosa Leippi                                 | <b>115527450</b>    | <b>147512370</b>                                         |
|         | <b>145404547</b> |                        |            | ParID 145404547NE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 33160   |                  | Freehold Mineral Lease | 06-10-2029 | Walter Fieseler, Attorney for Vera Olga Fieseler | <b>115578535</b>    | <b>177190319</b><br><b>177190331</b>                     |
|         | <b>145404547</b> |                        |            | ParID 145404547NE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32920   |                  | Freehold Mineral Lease | 05-25-2029 | Fred Frey                                        | <b>115507447</b>    | <b>184707704</b><br><b>184723825</b><br><b>184732814</b> |
|         | <b>145404626</b> |                        |            | ParID 145404626NW-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32953   |                  | Freehold Mineral Lease | 06-01-2029 | Mona Rosa Leippi                                 | <b>115528114</b>    | <b>147515126</b>                                         |
|         | <b>145404558</b> |                        |            | ParID 145404558NW-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 33159   |                  | Freehold Mineral Lease | 06-10-2029 | Walter Fieseler, Attorney for Vera Olga Fieseler | <b>115577567</b>    | <b>177190173</b><br><b>177190218</b>                     |
|         | <b>145404558</b> |                        |            | ParID 145404558NW-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32931   |                  | Freehold Mineral Lease | 05-13-2029 | Esther Louise Love                               | <b>115508808</b>    | <b>147427555</b>                                         |
|         | <b>145404615</b> |                        |            | ParID 145404615SE-S27-T15N-R17E-                 |                     |                                                          |
|         | <b>Remarks:</b>  |                        |            |                                                  |                     |                                                          |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                   | Interest Register # | Interest #                                               |
| 32952   |                  | Freehold Mineral Lease | 06-01-2029 | Mona Rosa Leippi                                 | <b>115527292</b>    | <b>147511874</b>                                         |
|         | <b>145404569</b> |                        |            | ParID 145404569SE-S27-T15N-R17E-                 |                     |                                                          |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                            | <b>Interest Register #</b> | <b>Interest #</b>                    |
|----------------|-----------------------|------------------------|-----------------|--------------------------------------------------|----------------------------|--------------------------------------|
| 33161          |                       | Freehold Mineral Lease | 06-10-2029      | Walter Fieseler, Attorney for Vera Olga Fieseler | <b>115577613</b>           | <b>177190432</b><br><b>177190454</b> |
|                | <b>145404569</b>      |                        |                 | ParID 145404569SE-S27-T15N-R17E-                 |                            |                                      |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 32932          |                       | Freehold Mineral Lease | 05-13-2029      | Esther Louise Love               | <b>115508741</b>           | <b>147427410</b>  |
|                | <b>131766420</b>      |                        |                 | ParID 131766420SW-S27-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34917          |                       | Freehold Mineral Lease | 02-18-2030      | Kathleen Carole Dunbar           | <b>116302092</b>           | <b>191144842</b>  |
|                | <b>145404637</b>      |                        |                 | ParID 145404637NW-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34919          |                       | Freehold Mineral Lease | 02-18-2030      | Gary Grant Dunbar                | <b>116302058</b>           | <b>150952811</b>  |
|                | <b>145404637</b>      |                        |                 | ParID 145404637NW-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34901          |                       | Freehold Mineral Lease | 02-18-2030      | Karl Edward Posehn               | <b>116284440</b>           | <b>186767353</b>  |
|                | <b>145404200</b>      |                        |                 | ParID 145404200SE-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                     | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------|----------------------------|------------------------------------------------------------------------------|
| 35140          |                       | Freehold Mineral Lease | 03-11-2030      | Lawrence Edward Posehn, attorney for Walter Arthur Posehn | <b>116358082</b>           | <b>159982464</b><br><b>159982475</b><br><b>159982486</b><br><b>186559576</b> |
|                | <b>145404200</b>      |                        |                 | ParID 145404200SE-S31-T15N-R17E-                          |                            |                                                                              |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>            | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|----------------------------------|----------------------------|-------------------|
| 34900          |                       | Freehold Mineral Lease | 02-18-2030      | Karl Edward Posehn               | <b>116284417</b>           | <b>186767342</b>  |
|                | <b>145404211</b>      |                        |                 | ParID 145404211SW-S31-T15N-R17E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                              | <b>Interest Register #</b> | <b>Interest #</b>                    |
|----------------|-----------------------|------------------------|-----------------|----------------------------------------------------|----------------------------|--------------------------------------|
| 35142          |                       | Freehold Mineral Lease | 03-11-2030      | Lawrence Edward Posehn, attorney for Walter Arthur | <b>116358059</b>           | <b>159984545</b><br><b>159984556</b> |

attorney for Walter Arthur  
Posehn

**159984567**  
**186559587**

**145404211**

ParID 145404211SW-S31-  
T15N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 73602   |                | Freehold Mineral Lease | 04-27-2030 | Karl Edward Posehn and Kathleen Karen Posehn, as joint tenants | <b>116406615</b>    | <b>186559688</b> |

**164538377**

ParID 164538377SE-S33-  
T15N-R17E-

**Remarks:** Ext1&Ext2. by MG Jun17 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                 | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------------------------------------------|---------------------|------------------|
| 73602   |                | Freehold Mineral Lease | 04-27-2030 | Karl Edward Posehn and Kathleen Karen Posehn, as joint tenants | <b>116406615</b>    | <b>186559701</b> |

**164538388**

ParID 164538388SE-S33-  
T15N-R17E-

**Remarks:** Ext1&Ext2. by MG Jun17 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 73601   |                | Freehold Mineral Lease | 10-18-2029 | Hunter Creek Farm Ltd. | <b>115947681</b>    | <b>149413013</b> |

**131766598**

ParID 131766598SW-S33-  
T15N-R17E-

**Remarks:** Ext 33,157 acres in acquisition report. by MG Jun16 2017

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|----------------|---------------------|--------------------------------------|
| 73603   |                | Freehold Mineral Lease | 04-21-2030 | Arthur Flett   | <b>116402105</b>    | <b>151403497</b><br><b>151403509</b> |

**145404659**

ParID 145404659NW-S35-  
T15N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|----------------|---------------------|--------------------------------------|
| 73604   |                | Freehold Mineral Lease | 04-21-2030 | Arthur Flett   | <b>116402228</b>    | <b>151403958</b><br><b>151403969</b> |

**145404671**

ParID 145404671SW-S35-  
T15N-R17E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35413   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428338</b>    | <b>152282381</b><br><b>173117864</b><br><b>190816241</b> |

**131871630**

ParID 131871630NE-S1-  
T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                           | Interest Register # | Interest #                           |
|---------|----------------|------------------------|------------|----------------------------------------------------------|---------------------|--------------------------------------|
| 35411   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as | <b>116428282</b>    | <b>152282695</b><br><b>173117718</b> |

de Laar and Ritva Wheaton as  
joint tenants

190816319

131871641

ParID 131871641NW-S1-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|-------------------------------------|
| 35412   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | 116428305           | 152282752<br>173117741<br>190816320 |

131871652

ParID 131871652SE-S1-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                          |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|-------------------------------------|
| 35416   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | 116429137           | 152282493<br>173117774<br>190816252 |

131871663

ParID 131871663SW-S1-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------|
| 39451   |                | Freehold Mineral Lease | 05-19-2031 | Johnstone Davis Warrener Clarke | 117430949           | 155256970  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor            | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------|---------------------|------------|
| 39522   |                | Freehold Mineral Lease | 05-24-2031 | Neil William James Clarke | 117440647           | 166161034  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------|
| 39557   |                | Freehold Mineral Lease | 05-23-2031 | Richard Bruce Clarke | 117455687           | 155345395  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------|
| 39560   |                | Freehold Mineral Lease | 05-23-2031 | Kenneth Russell Clarke | 117456880           | 155351358  |

131871393

ParID 131871393NE-S7-  
T15N-R18E-

Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                  | Interest Register # | Interest # |
|---------|----------------|------------------------|------------|---------------------------------|---------------------|------------|
| 39450   |                | Freehold Mineral Lease | 05-19-2031 | Johnstone Davis Warrener Clarke | 117431131           | 155258039  |

131871405

ParID 131871405NW-S7-  
T15N-R18E-

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39524          |                       | Freehold Mineral Lease | 05-24-2031      | Neil William James Clarke       | <b>117440209</b>           | <b>166161012</b>  |
|                | <b>131871405</b>      |                        |                 | ParID 131871405NW-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39562          |                       | Freehold Mineral Lease | 05-23-2031      | Richard Bruce Clarke            | <b>117455643</b>           | <b>155345339</b>  |
|                | <b>131871405</b>      |                        |                 | ParID 131871405NW-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39584          |                       | Freehold Mineral Lease | 05-23-2031      | Kenneth Russell Clarke          | <b>117467006</b>           | <b>155393893</b>  |
|                | <b>131871405</b>      |                        |                 | ParID 131871405NW-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39449          |                       | Freehold Mineral Lease | 05-19-2031      | Johnstone Davis Warrener Clarke | <b>117431186</b>           | <b>155258231</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39523          |                       | Freehold Mineral Lease | 05-24-2031      | Neil William James Clarke       | <b>117440579</b>           | <b>166161001</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39556          |                       | Freehold Mineral Lease | 05-23-2031      | Richard Bruce Clarke            | <b>117455700</b>           | <b>155345418</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39558          |                       | Freehold Mineral Lease | 05-23-2031      | Kenneth Russell Clarke          | <b>117458433</b>           | <b>155356825</b>  |
|                | <b>131871416</b>      |                        |                 | ParID 131871416SE-S7-T15N-R18E- |                            |                   |

**Remarks:**

| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
| 39448          |                       | Freehold Mineral Lease | 05-19-2031      | Johnstone Davis Warrener Clarke | <b>117431276</b>           | <b>155258567</b>  |
|                | <b>145395366</b>      |                        |                 | ParID 145395366SW-S7-T15N-R18E- |                            |                   |



## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor            | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|---------------------------|---------------------|------------------|
| 39525   |                | Freehold Mineral Lease | 05-24-2031 | Neil William James Clarke | <b>117439926</b>    | <b>166161023</b> |

145395366

ParID 145395366SW-S7-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 39559   |                | Freehold Mineral Lease | 05-23-2031 | Kenneth Russell Clarke | <b>117458343</b>    | <b>155356656</b> |

145395366

ParID 145395366SW-S7-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 39561   |                | Freehold Mineral Lease | 05-23-2031 | Richard Bruce Clarke | <b>117455654</b>    | <b>155345340</b> |

145395366

ParID 145395366SW-S7-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35415   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428732</b>    | <b>152282998</b><br><b>173117640</b><br><b>190816342</b> |

131871270

ParID 131871270NE-S13-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35414   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428721</b>    | <b>152282291</b><br><b>173117819</b><br><b>190816230</b> |

131871281

ParID 131871281NW-S13-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35410   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428259</b>    | <b>152282628</b><br><b>173117785</b><br><b>190816308</b> |

131871292

ParID 131871292SE-S13-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                                         | Interest Register # | Interest #                                               |
|---------|----------------|------------------------|------------|------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
| 35409   |                | Freehold Mineral Lease | 04-05-2030 | Yarmo Pohjavuori, Laura Van de Laar and Ritva Wheaton as joint tenants | <b>116428158</b>    | <b>152282886</b><br><b>173117684</b><br><b>190816331</b> |

131871304

ParID 131871304SW-S13-T15N-R18E-

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 41676   |                  | Freehold Mineral Lease | 01-03-2022 | Elaine June Cooper               | <b>118031958</b>    | <b>181603841</b> |
|         | <b>131871089</b> |                        |            | ParID 131871089NW-S15-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                           | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------|---------------------|------------------|
| 39555   |                  | Freehold Mineral Lease | 05-25-2031 | Barbara Clarke Ingamells,<br>Personal representative of the<br>estate of Wallace Beattie | <b>117456576</b>    | <b>160854284</b> |
|         | <b>131870998</b> |                        |            | ParID 131870998NE-S17-T15N-R18E-                                                         |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                                                           | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------------------------------------|---------------------|------------------|
| 39554   |                  | Freehold Mineral Lease | 05-25-2031 | Barbara Clarke Ingamells,<br>Personal representative of the<br>estate of Wallace Beattie | <b>117456510</b>    | <b>160854273</b> |
|         | <b>131871001</b> |                        |            | ParID 131871001SE-S17-T15N-R18E-                                                         |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 39447   |                  | Freehold Mineral Lease | 05-23-2031 | Wallace Wayne Clarke             | <b>117431805</b>    | <b>155260436</b> |
|         | <b>131871012</b> |                        |            | ParID 131871012SW-S17-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 41675   |                  | Freehold Mineral Lease | 12-22-2021 | Clayton Kelly Yurkoski           | <b>118031903</b>    | <b>157630833</b> |
|         | <b>131870909</b> |                        |            | ParID 131870909SE-S19-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 40316   |                  | Freehold Mineral Lease | 07-14-2021 | Dennis Dobrowolski               | <b>117745803</b>    | <b>156422886</b> |
|         | <b>120599051</b> |                        |            | ParID 120599051NE-S21-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                   | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|----------------------------------|---------------------|------------------|
| 40317   |                  | Freehold Mineral Lease | 07-14-2021 | Dennis Dobrowolski               | <b>117745612</b>    | <b>156422437</b> |
|         | <b>120599062</b> |                        |            | ParID 120599062NW-S21-T15N-R18E- |                     |                  |

## Remarks:

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 39381          |                       | Freehold Mineral Lease | 05-08-2031      | William H. Long                                                             | <b>117414615</b>           | <b>177043428</b>                                                             |
|----------------|-----------------------|------------------------|-----------------|-----------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------|
|                | <b>111238332</b>      |                        |                 | ParID 111238332NE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 38322          |                       | Freehold Mineral Lease | 01-27-2031      | Lois Eileen Long, personal representative of the estate of Arthur Ross Long | <b>117183304</b>           | <b>168730421</b><br><b>168730443</b><br><b>168730465</b><br><b>188516087</b> |
|                | <b>111238332</b>      |                        |                 | ParID 111238332NE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 35740          |                       | Freehold Mineral Lease | 05-16-2030      | Robert Carole Long                                                          | <b>116507763</b>           | <b>151804133</b>                                                             |
|                | <b>111238332</b>      |                        |                 | ParID 111238332NE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 38321          |                       | Freehold Mineral Lease | 01-27-2031      | Lois Eileen Long, personal representative of the estate of Arthur Ross Long | <b>117183269</b>           | <b>168730274</b><br><b>168730364</b><br><b>168730386</b><br><b>188516065</b> |
|                | <b>111238163</b>      |                        |                 | ParID 111238163NW-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 35741          |                       | Freehold Mineral Lease | 05-16-2030      | Robert Carole Long                                                          | <b>116507741</b>           | <b>151804100</b>                                                             |
|                | <b>111238679</b>      |                        |                 | ParID 111238679SE-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 39382          |                       | Freehold Mineral Lease | 05-08-2031      | William H. Long                                                             | <b>117414468</b>           | <b>177043417</b>                                                             |
|                | <b>111238174</b>      |                        |                 | ParID 111238174SW-S23-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |
| 35016          |                       | Freehold Mineral Lease | 03-09-2030      | Howard Malcolm McCall and Gladys May McCall, as joint tenants               | <b>117038167</b>           | <b>180107805</b><br><b>180107827</b><br><b>180107939</b>                     |
|                | <b>131870831</b>      |                        |                 | ParID 131870831NE-S24-T15N-R18E-                                            |                            |                                                                              |
|                | <b>Remarks:</b>       |                        |                 |                                                                             |                            |                                                                              |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>                                                       | <b>Interest Register #</b> | <b>Interest #</b>                                                            |

|           |                        |                                  |                                                        |                |                     |            |
|-----------|------------------------|----------------------------------|--------------------------------------------------------|----------------|---------------------|------------|
| 34934     | Freehold Mineral Lease | 02-23-2030                       | John Alexander McCall                                  | 116295251      | 150928049           |            |
| 131870774 |                        | ParID 131870774NE-S25-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 35651     | Freehold Mineral Lease | 05-02-2030                       | Margaret Alkan                                         | 116494241      | 169321002           | 169321024  |
| 131870808 |                        | ParID 131870808NW-S25-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 34935     | Freehold Mineral Lease | 02-23-2030                       | John Alexander McCall                                  | 116295295      | 150928128           |            |
| 131870796 |                        | ParID 131870796SE-S25-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 35680     | Freehold Mineral Lease | 05-02-2030                       | Margaret Alkan                                         | 116487513      | 169321046           | 169321282  |
| 131870819 |                        | ParID 131870819SW-S25-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 34770     | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246077      | 164448614           |            |
| 131947656 |                        | ParID 131947656NE-S26-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 34787     | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246022      | 164448636           |            |
| 131947667 |                        | ParID 131947667NW-S26-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 34768     | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246011      | 164448658           |            |
| 131947678 |                        | ParID 131947678SE-S26-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 34786     | Freehold Mineral Lease | 02-12-2030                       | Barry Robert Frisk                                     | 116246044      | 164448579           |            |
| 111323764 |                        | ParID 111323764SW-S26-T15N-R18E- |                                                        |                |                     |            |
| Remarks:  |                        |                                  |                                                        |                |                     |            |
| Agmt No   | Mineral Parcel         | Agmt Type                        | Exp Date                                               | Grantor/Lessor | Interest Register # | Interest # |
| 35061     | Freehold Mineral Lease | 03-21-2030                       | Hugh Cameron Gherasim and Tracy Dawn Gherasim as joint | 116326414      | 193328792           |            |

they own the same as joint tenants

**131870684**

ParID 131870684NE-S35-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor     | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|--------------------|---------------------|------------------|
| 34769   |                | Freehold Mineral Lease | 02-12-2030 | Barry Robert Frisk | <b>116246190</b>    | <b>164448591</b> |

**111324462**

ParID 111324462SE-S35-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor                                      | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------------------------------------|---------------------|------------------|
| 37450   |                | Freehold Mineral Lease | 10-14-2030 | Linda Louise Royan and Grant Royan as Joint Tenants | <b>117003754</b>    | <b>153583421</b> |

**120671322**

ParID 120671322SW-S35-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor        | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|-----------------------|---------------------|------------------|
| 34936   |                | Freehold Mineral Lease | 02-23-2030 | John Alexander McCall | <b>116295239</b>    | <b>150928027</b> |

**131870594**

ParID 131870594SW-S36-T15N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 73502   |                | Freehold Mineral Lease | 08-17-2029 | Alfred Jacob Euteneier | <b>115776074</b>    | <b>186620654</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor         | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|------------------------|---------------------|------------------|
| 73505   |                | Freehold Mineral Lease | 08-18-2029 | Walter Henry Euteneier | <b>115780473</b>    | <b>162777336</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor       | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------|---------------------|------------------|
| 73509   |                | Freehold Mineral Lease | 08-18-2029 | Aaron Karl Euteneier | <b>115780530</b>    | <b>157803936</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type              | Exp Date   | Grantor/Lessor             | Interest Register # | Interest #       |
|---------|----------------|------------------------|------------|----------------------------|---------------------|------------------|
| 73512   |                | Freehold Mineral Lease | 08-16-2029 | Jacqueline Christine Plunz | <b>115776489</b>    | <b>148709728</b> |

**112514789**

ParID 112514789NE-S1-T16N-R18E-

**Remarks:**

| Agmt No | Mineral Parcel | Agmt Type | Exp Date | Grantor/Lessor | Interest Register # | Interest # |
|---------|----------------|-----------|----------|----------------|---------------------|------------|
|---------|----------------|-----------|----------|----------------|---------------------|------------|

| 73503          |                       | Freehold Mineral Lease | 08-17-2029      | Alfred Jacob Euteneier          | <b>115776096</b>           | <b>186620665</b>  |
|----------------|-----------------------|------------------------|-----------------|---------------------------------|----------------------------|-------------------|
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73506          |                       | Freehold Mineral Lease | 08-18-2029      | Walter Henry Euteneier          | <b>115780495</b>           | <b>162777347</b>  |
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73510          |                       | Freehold Mineral Lease | 08-18-2029      | Aaron Karl Euteneier            | <b>115780574</b>           | <b>157803925</b>  |
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73513          |                       | Freehold Mineral Lease | 08-16-2029      | Jacqueline Christine Plunz      | <b>115776524</b>           | <b>148709773</b>  |
|                | <b>112514790</b>      |                        |                 | ParID 112514790NW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73504          |                       | Freehold Mineral Lease | 08-17-2029      | Alfred Jacob Euteneier          | <b>115776603</b>           | <b>186620643</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73508          |                       | Freehold Mineral Lease | 08-18-2029      | Walter Henry Euteneier          | <b>115780507</b>           | <b>162777325</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73511          |                       | Freehold Mineral Lease | 08-18-2029      | Aaron Karl Euteneier            | <b>115780552</b>           | <b>157803891</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |
| 73514          |                       | Freehold Mineral Lease | 08-16-2029      | Jacqueline Christine Plunz      | <b>115776568</b>           | <b>148709841</b>  |
|                | <b>112353858</b>      |                        |                 | ParID 112353858SW-S1-T16N-R18E- |                            |                   |
|                | <b>Remarks:</b>       |                        |                 |                                 |                            |                   |
| <b>Agmt No</b> | <b>Mineral Parcel</b> | <b>Agmt Type</b>       | <b>Exp Date</b> | <b>Grantor/Lessor</b>           | <b>Interest Register #</b> | <b>Interest #</b> |

| 33361   | Freehold Mineral Lease | 07-21-2029                  | Walter James Baylor                       | 115751785      | 179871485           |            |
|---------|------------------------|-----------------------------|-------------------------------------------|----------------|---------------------|------------|
|         | 131845877              |                             | ParID 131845877NW-S18-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73516   | Freehold Mineral Lease | 09-08-2029                  | Melvin Wilfred Buehler                    | 115907272      | 174604710           |            |
|         | 165108315              |                             | ParID 165108315NE-S21-T16N-R18E-          |                |                     |            |
|         | Remarks:               | Ext1&Ext2. by MG Jun18 2017 |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73516   | Freehold Mineral Lease | 09-08-2029                  | Melvin Wilfred Buehler                    | 115907272      | 170153300           |            |
|         | 165108326              |                             | ParID 165108326NE-S21-T16N-R18E-          |                |                     |            |
|         | Remarks:               | Ext1&Ext2. by MG Jun18 2017 |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73517   | Freehold Mineral Lease | 09-08-2029                  | Melvin Wilfred Buehler                    | 115907227      | 174604664           |            |
|         | 131845765              |                             | ParID 131845765NW-S21-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73501   | Freehold Mineral Lease | 08-04-2029                  | Marilyn Mallow                            | 115772384      | 148686463           |            |
|         | 131845439              |                             | ParID 131845439NW-S26-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73519   | Freehold Mineral Lease | 10-18-2029                  | Hunter Creek Farm Ltd.                    | 115965029      | 149477743           |            |
|         | 131845406              |                             | ParID 131845406NE-S27-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73520   | Freehold Mineral Lease | 10-18-2029                  | Hunter Creek Farm Ltd.                    | 115948008      | 149413530           |            |
|         | 131845417              |                             | ParID 131845417NW-S27-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |
| Agmt No | Mineral Parcel         | Agmt Type                   | Exp Date                                  | Grantor/Lessor | Interest Register # | Interest # |
| 73518   | Freehold Mineral Lease | 10-18-2029                  | Kenneth Edward Etter & Susan Louise Etter | 115947692      | 149413024           |            |
|         | 131845103              |                             | ParID 131845103NW-S33-T16N-R18E-          |                |                     |            |
|         | Remarks:               |                             |                                           |                |                     |            |

| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
|---------|------------------|------------------------|------------|------------------------------------------------------------|---------------------|------------------|
| 73521   |                  | Freehold Mineral Lease | 10-18-2029 | Hunter Creek Farm Ltd.<br>ParID 131845068SE-S33-T16N-R18E- | <b>115948075</b>    | <b>149413675</b> |
|         | <b>131845068</b> |                        |            |                                                            |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |
| Agmt No | Mineral Parcel   | Agmt Type              | Exp Date   | Grantor/Lessor                                             | Interest Register # | Interest #       |
| 73522   |                  | Freehold Mineral Lease | 10-18-2029 | Hunter Creek Farm Ltd.<br>ParID 131845114SW-S33-T16N-R18E- | <b>115948299</b>    | <b>149414115</b> |
|         | <b>131845114</b> |                        |            |                                                            |                     |                  |
|         | <b>Remarks:</b>  |                        |            |                                                            |                     |                  |



### Schedule 3 – Form of Deed of Assumption

This deed of assumption (the “**Deed**”) is made on *[insert date]* by *[ ]*, a company incorporated *[in [ ]]* OR *[under the laws of [ ]]* under registered number *[ ]* whose *[registered/principal office is at [ ]]* (the “[Grantor][ ]”).

#### RECITAL

- (A) This Deed is entered into in compliance with clause 2.9 (*Further assurance*) of the Royalty Agreement between the Grantor and the Royalty Holder dated *[insert date of Agreement]* as such agreement has been or may be amended, supplemented or novated from time to time (the “**Agreement**”). Unless otherwise defined in this Deed, capitalised terms used herein shall have the meanings ascribed to them in the Agreement.
- (B) [Grantor] is proposing to renew, convert, substitute or otherwise acquire a new Mining Right which is located within the Mining Area (i.e. a new Mining Right that renews, converts or substitutes a Mining Right described in Schedule 1 (*Mining Rights*)) *[insert details of the new Mining Right]* (the “**New Mining Right**”).

#### IT IS AGREED as follows:

1. [Grantor] agrees that the rights, obligations and terms of the Agreement applies to the [New Mining Right/portion of the New Mining Right effectively covered by the Mining Area] from the date of this Deed as if such [New Mining Right/portion of the New Mining Right effectively covered by the Mining Area] is a ‘Mining Right’ under the Agreement.
2. This Deed is made for the benefit of:
  - (a) the original Parties to the Agreement; and
  - (b) any other Person or Persons who after the date of the Agreement (and whether or not prior to or after the date of this Deed) adhere to the Agreement.
3. Clauses 1 (*Definitions and Interpretation*), 17 (*Dispute Resolution*) and 18 (*Applicable Law*) of the Agreement shall apply to this Deed as if set out in full herein.

**IN WITNESS WHEREOF**, the New Party has **EXECUTED** and **DELIVERED** this agreement as a **DEED** on the date first above written.

SIGNED BY *[INSERT NAME OF  
AUTHORISED SIGNATORY]* for and  
on behalf of *[GRANTOR]*

)  
)  
)  
)

\_\_\_\_\_

In the presence of:

Signature of witness:

\_\_\_\_\_

Name of witness:

Occupation of witness:

Address of witness:



This is **Exhibit “ S ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

## SECOND RANKING DEBENTURE

**GRANTED TO:** WPC ROYALTY CORP., as Royalty Holder

**GRANTED BY:** WESTERN POTASH CORP., as Debtor

**DATE:** May 16, 2022

**PRINCIPAL AMOUNT:** \$36,753,656.79

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Royalty Holder, the Debtor hereby delivers this agreement to the Royalty Holder and agrees as follows:

### Definitions and Interpretation

1. In this agreement, unless something in the subject matter or context is inconsistent therewith, all capitalized terms used but not defined herein shall have the meanings attributed to such terms in the royalty agreement dated on or about the date of this agreement between the Debtor and the Royalty Holder, as amended, supplemented, otherwise modified, restated or replaced from time to time (the “**Royalty Agreement**”):

“**Applicable Law**” means, in relation to any Person, property, transaction or event, all applicable provisions (or mandatory applicable provisions, if so specified) of federal, provincial, state, municipal or local laws, statutes, rules, regulations, by-laws, official directives and orders of all Governmental Authorities and all Governmental Actions in which the Person in question is a party or by which it is bound or having application to the Person, property, transaction or event;

“**Business Day**” has the meaning ascribed thereto in the Royalty Agreement;

“**Collateral**” means all present and future property, assets and undertaking of the Debtor mortgaged, charged, hypothecated or made subject to a security interest pursuant to this agreement;

“**Credit Agreement**” means the facility agreement dated as of April 28, 2022 among, *inter alia*, the Debtor, as borrower, and WPC (Jersey) Limited, as lender, as amended, supplemented, otherwise modified, restated or replaced from time to time;

“**Default**” has the meaning ascribed thereto in the Royalty Agreement;

“**Debtor**” means Western Potash Corp., and its successors and permitted assigns;

“**First Priority Debenture**” means the first ranking debenture on or about the date of this agreement, granted by the Debtor, as debtor, to the Lender, as lender, pursuant to the Credit Agreement;

“**Freehold Mineral Leases**” means the freehold mineral leasehold interests for potash and related subsurface minerals held by the Debtor as grantee or lessee described in Schedule “B” hereto;

“**Governmental Action**” means any authorization, consent, approval, waiver, order, decree, license, exemption, permit, registration, filing, qualification or declaration of or with any Governmental Authority (other than routine reporting requirements) or the giving of notice to any Governmental Authority or any other action in respect of a Governmental Authority;

**“Governmental Authority”** means any federal, state, provincial, county, local or municipal government; any governmental body, agency, authority, board, bureau, department or commission (including any taxing authority); any instrumentality or office of any of the foregoing (including any court or tribunal) exercising executive, legislative, judicial, regulatory or administrative functions; or any entity directly or indirectly controlled by any of the foregoing;

**“Lands”** means the Collateral described in Sections 9(a) and 9(b), Schedule “A”, Schedule “B” and Schedule “C” hereto;

**“Lender”** means WPC (Jersey) Limited, in its capacity as Lender under the Credit Agreement from time to time and its successors and assigns.

**“Royalty Holder”** means WPC Royalty Corp., in its capacity Royalty Holder under the Royalty Agreement from time to time and its successors and assigns;

**“Material Adverse Event”** has the meaning ascribed thereto in the Royalty Agreement;

**“Minerals”** means any and all ore mined, quarried or otherwise extracted from the properties and rights and minerals, mineral exploration and mining and access rights charged hereby;

**“Mining Lease”** means any Crown mineral or subsurface mineral lease(s) issued or granted to the Debtor by the Crown in right of Saskatchewan under Applicable Law including without limitation Subsurface Mineral Lease #KLSA 008 dated November 16, 2010 granted by Her Majesty the Queen in right of the Province of Saskatchewan in favour of the Debtor as lessee under the *Crown Minerals Act (Saskatchewan)*, as amended or supplemented from time to time, granting the Debtor the right to extract minerals from the area in, on or under all or part of the land covered by such Mining Lease (NTS Map Reference: 72-I-01 & 72-I-02 and 72-I-08);

**“Mining Properties”** means the mineral exploration and mining, surface and access rights or licenses, leases, grants and other rights issued or granted to or held by the Debtor in connection with the Project, under and by virtue of the Freehold Mineral Leases, Mining Lease, and Surface Leases, and all replacement and successor titles thereto including mining leases and surface leases issued or granted pursuant to Applicable Law;

**“Obligations”** means the obligation of the Debtor to pay the Royalty and any other amounts due by the Debtor to the Royalty Holder (including any interest) under or in connection with the Royalty Agreement;

**“Permitted Encumbrances”** has the meaning ascribed to such term in the Royalty Agreement;

**“Person”** means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership or other entity;

**“Receiver”** means a receiver, receiver-manager and receiver and manager;

**“Security Interest”** means the pledges, assignments, mortgages, charges and hypothecations of and the security interests in the Collateral created in favour of the Royalty Holder hereunder; and

**“Surface Lease”** means one or more surface lease(s) issued or granted to the Debtor whether against freehold titles or Crown titles including the surface leases described in Schedule “C”.

2. References such as “this Debenture”, “this agreement”, “hereof”, “herein”, “hereto” and like references refer to this agreement and any schedules, exhibits or appendices attached hereto (all of which schedules, exhibits and appendices form a part of this agreement) and not to any particular section, subsection, paragraph or other subdivision of this agreement.

3. The division of this agreement into sections, subsections and paragraphs and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
4. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter). When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "including, without limitation" and the use of the term "includes" shall mean "includes, without limitation".
5. Nothing herein (including the definition and use of the term Permitted Encumbrances (excluding the First Priority Debenture)) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrances (other than the Encumbrances created by the First Priority Debenture) or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.
6. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.
7. This agreement shall be governed by and construed in accordance with the laws of Province of Saskatchewan and the federal laws of Canada applicable therein. The Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan, provided that nothing herein shall prevent the Royalty Holder from proceeding at its election against the Debtor in the courts of any other province, country or jurisdiction. Notwithstanding the provision in this section for the governing, construction and interpretation of this Debenture in accordance with the law of the Province of Saskatchewan and the laws of Canada applicable therein, it is acknowledged and agreed that in governing, construing, interpreting and enforcing this Debenture with respect to security hereby secured against any Collateral situated in a Canadian Province other than Saskatchewan, the laws of such other Canadian Province and the law of Canada applicable in such Province shall apply. Further, the Courts of such other Canadian Province shall, to the extent required pursuant to the laws of such other Province, have jurisdiction in the enforcement of the Debenture.

### **Promise To Pay**

8. For value received, the Debtor hereby acknowledges itself indebted and hereby promises to pay on demand to the order of the Royalty Holder at its offices located at 47 Esplanade, St Helier, Jersey JE1 0BD or such other office as the Royalty Holder may designate in writing to the Debtor, all amounts now or hereafter owing by the Debtor to the Royalty Holder under or in respect of the Obligations up to the maximum principal amount of \$36,753,656.79 (the "**Principal Amount**") and interest thereon from the date hereof at the same place in like money at the rate of 25% per annum, calculated monthly and payable on demand, both before and after maturity, default and judgment and interest on overdue interest at the rate aforesaid.

### **Grant of Security Interest**

9. As continuing security for the payment and performance of all Obligations, the Debtor hereby assigns, conveys, mortgages, charges, demises, sublets and hypothecates to the Royalty Holder and grants to the Royalty Holder a second priority security interest in the following:

- (a) by way of a fixed and specific mortgage and charge, all of the Debtor's present and future right, title, benefit and interest, whether freehold, leasehold, beneficial or legal in nature, in all real and immovable property (including, by way of sub-lease) and any greater interest therein hereafter acquired by the Debtor, including: (i) all buildings, foundations, erections, improvements and structures, whether temporary or permanent and whether the same form part of the realty or not, erected or located in, on, under or upon such freehold, leasehold and other real and immovable property interests of the Debtor from time to time, and all appurtenances pertaining thereto, together with the systems, structures, facilities, machinery, plant and equipment comprising the foregoing or relating thereto and together with all personal property, equipment and chattels now or hereafter affixed to such freehold, leasehold and other real and immovable property interests of the Debtor; (ii) all other facilities, fixtures and appurtenances whatsoever contained on or attaching to such freehold, leasehold and other real and immovable property interests of the Debtor from time to time or used in connection with such freehold, leasehold and other real and immovable property interests of the Debtor; (iii) all mechanical, electrical and other systems installed or used in connection with any of the foregoing; (iv) all rights-of-way, easements, licences, privileges, water rights, flooding rights, water storage and water power rights, privileges, concessions, claims, easements, works, rights of way, licences, minerals, mineral exploration and access rights, and all other rights and interests appurtenant or appertaining to the freehold, leasehold and other real and immovable property interests of the Debtor; and (v) including its fee simple interest in the real property described in Schedule "A" hereto;
- (b) without limiting the generality of Section 9(a), by way of a fixed and specific mortgage and charge, the Mining Properties and every interest of the Debtor therein or arising thereunder, including without limitation, any Minerals, and all other mineral or mining rights, leases, licences and other similar rights and every interest therein, and any rights or similar instruments by way of extension, amendment, renewal, substitution or supplement therefor which the Debtor now has, is entitled to obtain or hereafter acquires in the Province of Saskatchewan; and
- (c) books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating to, and all proceeds arising from, the property, assets and undertaking of the Debtor referred to in this Section 9, including insurance proceeds and any other payment representing indemnity or compensation for loss of or damage thereto.

### **Assignment of Leases and Rents**

Subject to the rights of the Lender and the terms of the First Priority Debenture:

10. The Debtor hereby assigns to the Royalty Holder, as additional security for the Obligations, all rents and other monies now due and payable or hereafter to become due and payable from the Lands, if any, and the benefit of all covenants of tenants and assignees, if any (collectively, the "**Rents**"):
  - (a) under every existing and future lease of and agreement to lease of the whole or any portion of the Lands;
  - (b) in respect of every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
  - (c) under every existing and future guarantee of all or any of the obligations of any existing or future tenant, sub-tenant, occupier or licensee of the whole or any portion of the Lands; and

- (d) under every future agreement to assume the obligations of tenants of the whole or any portion of the Lands,

(all of the foregoing leases, future agreements, licenses and guarantees being hereinafter referred to as the "**Leases**"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Debtor or the owner from time to time of the Lands.

11. The Debtor or its nominee or agent shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless a Default has occurred and is continuing, in which case, provided that the First Priority Debenture has been released or the Lender expressly agrees thereto, the Royalty Holder may give notice in writing to the tenant, sub-tenant, occupier, licensee or guarantor or to the rental manager of the Debtor advising of the provision of such Default that has occurred and is continuing. In such event the Debtor hereby irrevocably directs such tenant, sub-tenant, occupier, licensee or guarantor or rental manager to make payments of all of the Rents due after receipt of such notice to the Royalty Holder or as the Royalty Holder may direct, upon being furnished with the aforesaid notice in writing, without any further direction or authority being required by such tenant, sub-tenant, occupier, licensee, guarantor or rental manager. All payments which are received by the Debtor contrary to the provisions of this Section 11 will, subject to the rights of the Lender and the terms of the First Priority Debenture, and provided that the First Priority Debenture has been released or the Lender expressly agrees thereto, be held by the Debtor in trust for the benefit of the Royalty Holder and will be forthwith paid to the Royalty Holder to be applied on account of the Obligations or to hold as Collateral, as the Royalty Holder may see fit, subject to the relevant provisions of the Royalty Agreement.
12. Nothing herein contained shall have the effect of making the Royalty Holder, its successors and assigns, responsible for the collection of the Rents or any of them, or for the performance of any of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Debtor. The Royalty Holder shall not, by virtue of this debenture or its receipt of the Rents or any of them, become or be deemed to be a Royalty Holder in possession of the Lands, and the Royalty Holder shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them. The Royalty Holder shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions and such monies shall be applied on account of the Obligations in accordance with the terms of the Royalty Agreement.

### **Second Priority Nature**

13. Security Interest granted hereby is made subject to and shall rank second in priority to the security interest created under the First Priority Debenture.

### **Security Interest Absolute**

14. The Security Interest granted hereby and all rights of the Royalty Holder hereunder and all obligations of the Debtor hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Debtor or any other person.

### **Continuing Liability of Debtor**

15. This Debenture and the Security Interest granted hereby is granted as collateral security only and will not subject the Royalty Holder, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith.



### **Limited Exceptions to Grant of Security Interest**

16. Despite any other provision of this agreement, the last day of any term reserved by any lease of real property, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the Security Interest, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

### **Attachment**

17. The Debtor confirms and agrees that value has been given by the Royalty Holder to the Debtor, that the Debtor has rights in all existing Collateral and that the Debtor and the Royalty Holder have not postponed the time for attachment of the Security Interest, such that the Security Interest shall attach to existing Collateral upon the execution of this agreement and shall attach to Collateral in which the Debtor hereafter acquires rights at the time that the Debtor acquires rights in such Collateral.

### **Account Debtors**

18. Upon the Security Interest becoming enforceable in accordance with Section 22, the Royalty Holder may, subject to the terms of the Royalty Agreement, give notice of this Debenture and the Security Interest granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and may give notice to any such account debtors or other person to make all further payments to the Royalty Holder, and, upon the Security Interest becoming enforceable in accordance with Section 22, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Royalty Holder shall be held by the Debtor in trust for the Royalty Holder and forthwith paid over to the Royalty Holder on request.

### **Representations and Warranties by the Debtor**

19. The Debtor hereby represents and warrants to the Royalty Holder that:
- (a) the Debtor has the capacity and authority to incur the Obligations, to create the Security Interest and to execute and deliver and perform its obligations under this Debenture;
  - (b) the execution and delivery of this Debenture and the performance by the Debtor of its obligations hereunder have been duly authorized by all necessary corporate, trust or partnership actions required;
  - (c) this Debenture constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;
  - (d) the entering into of this Debenture and the performance by the Debtor of its obligations under this Debenture does not and will not:
    - (i) contravene, breach or result in any default under the articles, bylaws, constituting documents or other organizational documents of the Debtor;

- (ii) contravene, breach or result in any default under any mortgage, lease, agreement or other legally binding instrument, license, permit or law to which the Debtor is a party or by which the Debtor or any of its properties or assets may be bound;
  - (iii) require any consent under any charge or encumbrance upon any of its property or assets pursuant to any material indenture or other material agreement or instrument to which it is a party or by which it or its material property or assets may be bound or effected; or
  - (iv) result in or permit the acceleration of the maturity of any indebtedness, liability or obligation of the Debtor under any mortgage, lease, agreement or other legally binding instrument of or affecting the Debtor;
- (e) no authorization, consent or approval of, or filing with or notice to, any person is required in connection with the execution, delivery or performance of this Debenture by the Debtor;
- (f) the Debtor does not have or use a French form of name or a combined English and French form of name;
- (g) no event or circumstance has occurred which constitutes, or which with the giving of notice, lapse of time or satisfaction of any other condition would constitute, a Default (within the meaning of the Royalty Agreement);
- (h) the Debtor is the legal and beneficial owner of the Collateral pledged hereunder free and clear of any Encumbrance (as such term is defined in the Royalty Agreement) except for Permitted Encumbrances;
- (i) the Debtor has a good title to the Lands;
- (j) the Debtor has the right to mortgage the Lands;
- (k) subject to the rights of the Lender and the First Priority Debenture, upon the occurrence of a Default that is continuing, the Royalty Holder shall have quiet possession of the Lands, free from all Encumbrances except for the Permitted Encumbrances;
- (l) the Debtor is not in default under any of the Mining Lease, Freehold Mineral Leases and Surface Leases (the "**Leases**") and, to the best knowledge of the Debtor, there has been no default which is continuing by any other party under any of the Leases, except in each case to the extent that such default would not reasonably be expected to have a Material Adverse Event;
- (m) there is no outstanding dispute under any of the Leases between the Debtor and any other party thereto, except in each case to the extent that such dispute would not reasonably be expected to have a Material Adverse Event;
- (n) the Debtor will observe and perform all of its obligations under each of the Leases, except to the extent that failure to do so would reasonably be expected to have a Material Adverse Event;
- (o) the Debtor has not executed any prior assignment of the Leases or the Rents and will not execute any such assignment hereafter to anyone other than the Royalty Holder without the prior written consent of the Royalty Holder; and

**Covenants of the Debtor**

20. The Debtor agrees with the Royalty Holder that, until the Obligations have been satisfied and paid in full, it will:
- (a) duly and punctually pay all Obligations, including all interest thereon and all fees and other amounts required to be paid by the Debtor hereunder in the manner specified hereunder and it shall perform and observe all of its covenants, agreements and obligations under this Agreement and under any other Finance Document to which it is a party;
  - (b) except as otherwise permitted by the Royalty Agreement, preserve and maintain its corporate, partnership or trust existence (as the case may be) as a corporation, partnership or trust existing under the laws of Canada or any province thereof;
  - (c) keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with generally accepted accounting principles;
  - (d) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral;
  - (e) defend the Collateral against any actions, claims and demands of any Person (other than the Royalty Holder) claiming the Collateral (or any of it) or an interest therein;
  - (f) at any time and from time to time, both before and after the occurrence of a Default, upon the written request of the Royalty Holder, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Royalty Holder may reasonably request for the purposes of obtaining or preserving the full benefits of this Debenture and of the rights and powers herein granted, including the filing or execution of any financing statements or financing change statements under any Applicable Law with respect to this Debenture. The Debtor also hereby authorizes the Royalty Holder to file any such financing statement or financing change statement without the signature of the Debtor to the extent permitted by Applicable Law. Without limiting the generality of the foregoing, the Debtor acknowledges that this Debenture has been prepared based on Applicable Law and the Debtor agrees that the Royalty Holder will have the right, acting reasonably, to require that this Debenture be amended or supplemented: (i) to reflect any changes in Applicable Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions; or (iii) if the Debtor amalgamates with any other Person or enters into any reorganization, in each case in order to confer upon the Royalty Holder the security intended to be created hereby; and
  - (g) will furnish to the Royalty Holder from time to time such statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Royalty Holder may reasonably request, all to the extent necessary to permit the Collateral to be sufficiently described.
21. The Debtor agrees with the Royalty Holder that:
- (a) it will not, without the prior written consent of the Royalty Holder, sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, except as permitted (or not otherwise prohibited) under the Royalty Agreement;
  - (b) it will not, without the prior written consent of the Royalty Holder, create any lien upon, assign or transfer as security, or pledge, hypothecate, charge, mortgage or grant a security

interest in any Collateral except to the Royalty Holder and except for Permitted Encumbrances; and

- (c) it will prevent the Lands from being or becoming an accession to any property not subject to Security Interests created by this agreement.

### **Enforcement**

- 22. Subject to the rights of the Lender and the terms of the First Priority Debenture, and provided that the First Priority Debenture has been released or the Lender expressly agrees thereto, without prejudice to any right which the Royalty Holder may now or hereafter have to demand payment of any of the Obligations, the Obligations shall, at the option of the Royalty Holder, become payable and the Security Interest shall become enforceable upon the occurrence and during the continuance of a Default.

### **Remedies of the Royalty Holder**

Provided that the First Priority Debenture has been released or the Lender expressly agrees thereto:

- 23. Whenever the Security Interest shall have become enforceable, and so long as it shall remain enforceable, the Royalty Holder may in accordance with Applicable Law enforce its rights by doing any one or more of the following:
  - (a) entering upon the Lands and any other lands and premises where any Collateral is or may be located;
  - (b) applying to Court for an order that the Debtor's interest in the Collateral be sold on terms approved by the Court;
  - (c) applying to Court to foreclose the Debtor's interest in the Collateral;
  - (d) taking possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Royalty Holder at such place or places as may be specified by the Royalty Holder;
  - (e) occupying the Lands and using all or any part of the Lands;
  - (f) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Lands and other Collateral;
  - (g) the Royalty Holder may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Collateral;
  - (h) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Royalty Holder shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Royalty Holder shall be added to the Obligations and shall be secured by the Security Interest;
  - (i) collecting any rents, income, and profits received in connection with the Lands;
  - (j) exercising any and all of the rights and remedies granted pursuant to any applicable legislation, or otherwise available at law or in equity;

- (k) borrowing money for the maintenance, preservation or protection of the Collateral, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;
  - (l) accepting the Collateral in satisfaction of the Obligations (and in connection therewith, foreclosing on the Lands or foreclosing on and seeking judicial sale of the Lands);
  - (m) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;
  - (n) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof;
  - (o) discharging any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Security Interest; and
  - (p) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.
24. Any Receiver appointed by the Royalty Holder may be any Person or Persons (including one or more officers or employees of the Royalty Holder), and the Royalty Holder may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Royalty Holder provided in this agreement. The Royalty Holder shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of the Lands and any other premises of the Debtor and in carrying on the Debtor's business, unless the Royalty Holder expressly specifies in writing that the Receiver shall be agent for the Royalty Holder for one or more purposes. Without limiting the generality of the foregoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Royalty Holder as the Royalty Holder may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Royalty Holder acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.
25. Without limiting the ability of the Royalty Holder or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Royalty Holder or any Receiver appointed by the Royalty Holder may, in its sole discretion, deem advantageous and may take place whether or not the Royalty Holder or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Royalty Holder.
26. The Royalty Holder shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.
27. No right, power or remedy of the Royalty Holder (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.

28. Any proceeds of realization of the Collateral may be applied by the Royalty Holder to the payment of expenses in connection with the preservation and realization of the Collateral as above described and any balance of such proceeds shall be applied by the Royalty Holder to payment of any amount owing by the Debtor to the Royalty Holder in such order as the Royalty Holder may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Royalty Holder has knowledge and may be applied or retained as reserves against potential claims that the Royalty Holder or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to Applicable Law) be paid to the Debtor.
29. The Debtor agrees to pay to the Royalty Holder, forthwith on demand by the Royalty Holder, all reasonable costs and expenses incurred by the Royalty Holder in connection with the exercise by the Royalty Holder of its rights, powers and remedies hereunder, including:
- (a) any costs and expenses incurred by the Royalty Holder in taking, holding, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;
  - (b) any legal fees and expenses on a solicitor and client basis incurred by the Royalty Holder in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Obligations;
  - (c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and
  - (d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Royalty Holder (including any legal fees and expenses on a solicitor and client basis incurred by any such Receiver, agent or consultant).

All such sums shall bear interest at the highest rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the Security Interest.

30. The Debtor shall remain liable for all Obligations that are outstanding following realization of all or any part of the Collateral.
31. The Debtor hereby appoints the Royalty Holder as attorney of the Debtor, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Royalty Holder's discretion at any time after the occurrence and during the continuance of a Default, to take any and all actions authorized or permitted to be taken by the Royalty Holder under this Debenture, subject to the Royalty Agreement the rights of the Lender and the terms of the First Priority Debenture, or by Applicable Law and to: (a) execute and deliver all instruments and other documents and do all such further acts and things as may be reasonably required by the Royalty Holder to enforce the Security Interest and remedies provided hereunder or to better evidence and perfect the Security Interest; and (b) take any action and execute any instrument which the Royalty Holder, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Debenture, including, to ask for, demand, collect, sue for, recover, compound, receive and give acquittances and receipts for moneys due and to become due under or in connection with the Collateral, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection therewith, and to file any claims or take any action or institute any proceedings which the Royalty Holder may deem to be necessary or desirable for the collection thereof. Such appointment of the Royalty Holder as the Debtor's attorney is coupled with an interest and is irrevocable.

### **Rights of the Royalty Holder**

32. The Royalty Holder may pay the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations, shall bear interest at the highest rate applicable to the Obligations, and shall be secured by the Security Interest. Whenever the Royalty Holder pays any such lien, tax, rate, charge or encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.
33. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this agreement, the Royalty Holder may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Royalty Holder will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Royalty Holder incurred in connection with any such performance or compliance shall be payable by the Debtor to the Royalty Holder on demand, form part of the Obligations, bear interest at the highest rate applicable to the Obligations and be secured by the Security Interest.
34. The Debtor grants to the Royalty Holder the right to set off against the Obligations (or any portion thereof) any amount owed by the Royalty Holder to the Debtor, including the amount of any and all accounts, credits or balances maintained by the Debtor with the Royalty Holder.
35. The Royalty Holder, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other Persons and securities as the Royalty Holder may see fit.

### **Amalgamation of Debtor**

36. The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Royalty Holder that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Security Interest shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Royalty Holder at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Royalty Holder thereafter arising. The Security Interest shall attach to all of the "Collateral" owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

### **Further Assurances**

37. Without prejudice the First Priority Debenture, the Debtor hereby covenants and agrees that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, hypothecs, transfers, instruments, assignments and assurances as the Royalty Holder may reasonably require for the better assuring, mortgaging, charging, transferring, assigning, granting, delivering and confirming unto the Royalty Holder the Collateral, or any part thereof, and for better accomplishing and effectuating the purpose of this Debenture including the execution and delivery of supplemental debentures more particularly describing the Collateral or to correct or amplify the description of the Collateral or to better assure, convey and confirm unto the Royalty Holder any of the Collateral. Upon the execution of any supplemental indenture under this Section 37, this Debenture shall be modified in accordance therewith, and each such supplemental debenture shall form part of this Debenture for all purposes.

The Debtor covenants with the Royalty Holder that the Debtor shall provide to the Royalty Holder, promptly upon request, all information and evidence the Royalty Holder may reasonably request concerning the Collateral to enable the Agent to enforce the provisions hereof.

### **Notices**

38. Any notice, demand or other communication permitted or required to be given hereunder shall be given in a manner in accordance with the Royalty Agreement; provided that any such notice, request, demand or communication may be addressed to the respective parties as follows:

- (a) in the case of the Royalty Holder, addressed as follows:

WPC Royalty Corp.

Address: 170 Chiltern Hill Road, Suite 609, Toronto, Ontario, Canada M6C 0A9  
 Email: alex.brainis@centralisgroup.com  
 Tel: +1 647 339 0223  
 Attention: Alex Brainis

With copy to:

Address: 5th Floor, 45 Pall Mall, London, SW1Y 5JG  
 Email: wjarvis@appiancapitaladvisory.com; tmister@appiancapitaladvisory.com  
 Tel: +44 207 004 0951  
 Attention: Winta Jarvis and Tim Mister

- (b) in the case of the Debtor, addressed as follows:

Western Potash Corp.

Address: PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada  
 Email: jack@westernpotash.com  
 Tel: +1-306-352-3573  
 Attention: Jack Xue

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this agreement.

### **Continuing Security for Obligations**

39. Subject to the rights of the Lender and the terms of the First Priority Debenture, this agreement shall be held by the Royalty Holder as continuing security to secure payment of all Obligations at any time and from time to time outstanding up to, at any time, a maximum total amount equivalent to the full principal amount specified in Section 8, unpaid interest then accrued thereon pursuant to Section 8, and all other amounts then owing or payable by the Debtor pursuant to this agreement. Accordingly, any payment from time to time of any of the Obligations shall not reduce such maximum total amount or the principal amount specified in Section 8, and this Debenture shall continue, after such payment, to secure payment of all Obligations at any time outstanding up to such maximum total amount.
40. The Security Interest created hereof shall be and be deemed to be effective upon the execution of this agreement by the Debtor, whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the same time as the date of execution of this Debenture.



**Indemnity**

41. The Debtor shall be liable for and does hereby indemnify and save harmless the Royalty Holder and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Royalty Holder or any Receiver as a result of taking this Debenture or acting under it and the Royalty Holder and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Royalty Holder or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Royalty Holder or such Receiver. It is understood and agreed that the covenants and conditions of this Section 41 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Security Interest or any foreclosure thereof.

**Waivers of Applicable Law**

42. To the extent not prohibited by Applicable Law, the Debtor hereby waives its rights, if any, under all provisions of Applicable Law that would in any manner limit, restrict or otherwise affect the Royalty Holder's rights and remedies hereunder or impose any additional obligations on the Royalty Holder. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Royalty Holder to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this Debenture.
43. To the full extent that it may lawfully do so, the Debtor hereby:
- (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Royalty Holder under the terms of this debenture to a sale of the Collateral or any part thereof or for the collection of all amounts secured hereby; and
  - (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Collateral or any part thereof after the sale hereunder to any person whether such sale is by the Royalty Holder, any Receiver or otherwise, notwithstanding that the Royalty Holder may have purchased same.

**Assignment**

44. The Royalty Holder may assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by the Royalty Holder in respect thereof. The Debtor shall not assign any of its rights or obligations hereunder.

**Claims under this Agreement**

45. The Royalty Holder shall not, at any time, claim payment from the Debtor under this Debenture (whether for principal, interest or both) in an amount greater than the amount of the indebtedness forming part of the Obligations at such time. Notwithstanding that this agreement is stated to be payable on demand, no demand shall be made under this agreement unless demand is concurrently being made or has been made for payment of indebtedness forming part of the Obligations in an amount not less than the amount demanded under this agreement.

**Deemed Satisfaction**

46. Despite any other provision of this agreement, (a) payment in full to the Royalty Holder of all principal in respect of the Obligations (other than the principal amount stated in this Debenture) will be deemed to be payment in satisfaction of the principal amount under this Debenture and (b) payment by the Debtor to the Royalty Holder of interest on all indebtedness comprising or forming part of the Obligations (other than the principal amount stated in this Debenture) at the then current rate at which such indebtedness bears interest under the Royalty Agreement for any period of time shall constitute satisfaction of interest payable pursuant to this agreement for the equivalent period of time. Notwithstanding the principal amount stated in this Debenture, interest and other monies expressed to be payable or secured hereunder, the obligations payable or secured hereunder shall not exceed the amount of the Obligations exclusive of the principal amount stated in this Debenture.

**Miscellaneous**

47. This agreement shall not result in the merger or any indebtedness or liability of the Debtor or any other Person or Persons to the Royalty Holder or to any of the lenders hereunder or under any negotiable instrument or other document by which the same may now or at any time hereafter be represented or evidenced. No judgment recovered by the Royalty Holder shall result in the merger of any such indebtedness or liability or in any way affect the Security Interest or the Royalty Holder's right to interest provided for herein.
48. Time shall be of the essence of this agreement.
49. Except as has otherwise been agreed in writing with the Royalty Holder, the Debtor shall not be discharged from the Security Interest, this Debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Royalty Holder.
50. This agreement is in addition to and not in substitution for any other security now or hereafter held by the Royalty Holder.
51. This agreement shall enure to the benefit of the parties hereto, and their respective successors and assigns, and shall be binding on the parties hereto and their respective successors and permitted assigns.
52. The Debtor agrees that the Royalty Holder may from time to time provide information concerning this agreement (including a copy hereof), the Collateral and the Obligations to any Person the Royalty Holder in good faith believes is entitled thereto pursuant to Applicable Law.
53. In the event of any conflict between any term or provision of this Debenture and any term or provision of the Royalty Agreement, to the extent of the conflict, the provisions of the Royalty Agreement shall prevail over the provisions of this Debenture.
54. For the better securing to the Royalty Holder the repayment in the manner aforesaid of the Principal Amount and interest and other obligations secured hereby, the Debtor DOES HEREBY mortgage to the Royalty Holder all of its estate and interest in the Lands.
55. *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in the said *The Land Contracts (Actions) Act, 2018* (Saskatchewan) with respect to this Debenture or any indenture, instrument or agreement ancillary or supplementary hereto.
56. *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
- (a) this Debenture;

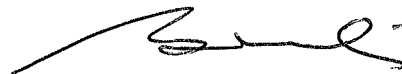
- (b) any mortgage, charge or other security for the payment of money made, given or created by this Debenture or by any agreement or instrument referred to in Section 56(c) below;
  - (c) any agreement or instrument renewing, extending or collateral to this Debenture or renewing, extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 56(b) above; or
  - (d) the rights, powers and remedies of the Royalty Holder under this Debenture or under any lien, mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 56(b) or 56(c) above.
57. The Debtor acknowledges receipt of an executed copy of this Debenture and the Royalty Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Debenture.
58. This Debenture may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of any executed signature page of this Debenture or any amendment or waiver in respect thereof by electronic means, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf) shall be effective as delivery of an executed counterpart hereof. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures, which shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in any Applicable Law.

*[Remainder of page intentionally blank; signature page to follow]*

IN WITNESS WHEREOF the Debtor has executed and delivered this agreement as of the date first above written.

**WESTERN POTASH CORP.**

Per:



Name:

Title:

Per:

Name:

Title:

Acknowledged and agreed as of the date first above written.

**WPC ROYALTY CORP.**

Per:

  
Authorized signatory

SCHEDULE "A"  
LEGAL DESCRIPTION OF OWNED FEE SIMPLE LANDS

NONE

**SCHEDULE "B"**  
**DESCRIPTION OF FREEHOLD MINERAL LEASES**

SE 19-14-17 W2

Lease registered as Interest Register #121913344 – Interest # 190826286

Lease registered as Interest Register #121913715 – Interest #190826297

SW 19-14-17 W2

Lease registered as Interest Register #116040529 – Interest #193514205

NW 19-14-17 W2

Lease registered as Interest Register #116040439 – Interest #193514160

NE 19-14-17 W2

Lease registered as Interest Register #121914604 – Interest #190826275

Lease registered as Interest Register #121915403 – Interest #190826264

**SCHEDULE "C"**  
**DESCRIPTION OF SURFACE LEASES**

NONE



This is **Exhibit “ T ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**SECOND RANKING DEBENTURE**

**GRANTED TO:** WPC ROYALTY CORP., as Royalty Holder

**GRANTED BY:** 0907414 B.C. LTD., as Debtor

**DATE:** May 16, 2022

**PRINCIPAL AMOUNT:** \$36,753,656.79

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Royalty Holder, the Debtor hereby delivers this agreement to the Royalty Holder and agrees as follows:

**Definitions and Interpretation**

1. In this agreement, the following words shall, unless otherwise provided, have the meanings set out below:

**"Applicable Law"** means, in relation to any Person, property, transaction or event, all applicable provisions (or mandatory applicable provisions, if so specified) of federal, provincial, state, municipal or local laws, statutes, rules, regulations, by-laws, official directives and orders of all Governmental Authorities and all Governmental Actions in which the Person in question is a party or by which it is bound or having application to the Person, property, transaction or event;

**"Business Day"** has the meaning ascribed thereto in the Royalty Agreement;

**"Collateral"** means all present and future property, assets and undertaking of the Debtor mortgaged, charged, hypothecated or made subject to a security interest pursuant to this agreement, including, for greater certainty, the Lands;

**"Credit Agreement"** means the facility agreement dated as of April 28, 2022 among, *inter alia*, Western Potash Corp., as borrower, the Debtor, as a guarantor and the WPC (Jersey) Limited, as lender, as amended, supplemented, otherwise modified, restated or replaced from time to time;

**"Debtor"** means 0907414 B.C. Ltd., and its successors and permitted assigns;

**"Default"** has the meaning ascribed thereto in the Royalty Agreement;

**"First Priority Debenture"** means the first ranking debenture on or about the date of this agreement, granted by the Debtor, as debtor, to the Lender, pursuant to the Credit Agreement;

**"Governmental Action"** means any authorization, consent, approval, waiver, order, decree, license, exemption, permit, registration, filing, qualification or declaration of or with any Governmental Authority (other than routine reporting requirements) or the giving of notice to any Governmental Authority or any other action in respect of a Governmental Authority;

**"Governmental Authority"** means any federal, state, provincial, county, local or municipal government; any governmental body, agency, authority, board, bureau, department or commission (including any taxing authority); any instrumentality or office of any of the foregoing (including any court or tribunal) exercising executive, legislative, judicial, regulatory or administrative functions; or any entity directly or indirectly controlled by any of the foregoing;

**"Grantor"** means Western Potash Corp., and its successors and assigns;

**"Lands"** means the Collateral described in Section 9(a) and Schedule "A1";

**"Lender"** means WPC (Jersey) Limited in its capacity as Lender under the Credit Agreement from time to time and its successors and assigns;

**"Royalty Holder"** means WPC Royalty Corp., in its capacity Royalty Holder under the Royalty Agreement from time to time and its successors and assigns;

**"Material Adverse Event"** has the meaning ascribed thereto in the Royalty Agreement;

**"Obligations"** means the obligation of the Grantor to pay the Royalty and any other amounts due by the Grantor to the Royalty Holder under (including any interest) or in connection with the Royalty Agreement;

**"Permitted Encumbrances"** has the meaning ascribed to such term in the Royalty Agreement;

**"Person"** means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, limited partnership or other entity;

**"Receiver"** means a receiver, receiver-manager and receiver and manager;

**"Royalty Agreement"** means the royalty agreement dated on or about the date of this agreement between the Grantor and the Royalty Holder, as amended, supplemented, otherwise modified, restated or replaced from time to time; and

**"Security Interest"** means the pledges, assignments, mortgages, charges and hypothecations of and the security interests in the Collateral created in favour of the Royalty Holder hereunder.

2. References such as "this Debenture", "this agreement", "hereof", "herein", "hereto" and like references refer to this agreement and any schedules, exhibits or appendices attached hereto (all of which schedules, exhibits and appendices form a part of this agreement) and not to any particular section, subsection, paragraph or other subdivision of this agreement.
3. The division of this agreement into sections, subsections and paragraphs and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
4. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation. Where the context so requires, words used herein (including defined terms) importing the singular shall include the plural and vice versa and words used herein (including defined terms) importing gender shall include all genders (including the neuter). When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "including, without limitation" and the use of the term "includes" shall mean "includes, without limitation".
5. Nothing herein (including the definition and use of the term Permitted Encumbrances (excluding the First Priority Debenture)) is intended or shall be deemed to subordinate the Security Interest to any Permitted Encumbrances (other than the Encumbrances created by the First Priority Debenture) or any other lien, charge, mortgage, security interest, hypothec or encumbrance affecting all or any portion of the Collateral.
6. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision or provisions shall be severed from this agreement only to the extent necessary, and the validity, legality and enforceability of the remaining provisions hereof, including the provision or provisions remaining after such severance, shall not in any way be affected or impaired thereby.

7. This agreement shall be governed by and construed in accordance with the laws of Province of Saskatchewan and the federal laws of Canada applicable therein. The Debtor hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Saskatchewan, provided that nothing herein shall prevent the Royalty Holder from proceeding at its election against the Debtor in the courts of any other province, country or jurisdiction. Notwithstanding the provision in this section for the governing, construction and interpretation of this Debenture in accordance with the law of the Province of Saskatchewan and the laws of Canada applicable therein, it is acknowledged and agreed that in governing, construing, interpreting and enforcing this Debenture with respect to security hereby secured against any Collateral situated in a Canadian Province other than Saskatchewan, the laws of such other Canadian Province and the law of Canada applicable in such Province shall apply. Further, the Courts of such other Canadian Province shall, to the extent required pursuant to the laws of such other Province, have jurisdiction in the enforcement of the Debenture.

#### **Promise To Pay**

8. For value received, the Debtor hereby acknowledges itself indebted to and agrees to pay to the Royalty Holder, on demand by the Royalty Holder, the principal amount of \$36,753,656.79 of lawful money of Canada. The Debtor shall also pay to the Royalty Holder interest on such principal amount (and, to the extent permitted by Applicable Law, interest on overdue interest) at the rate of 25% per annum calculated and payable monthly not in advance on the last day of each month, both before and after demand, default, judgment and execution from the date hereof until payment in full of all amounts owing hereunder.

#### **Grant of Security Interest**

9. As continuing security for the payment and performance of all Obligations, the Debtor hereby mortgages, charges, demises, sublets and hypothecates to the Royalty Holder and grants to the Royalty Holder a second priority security interest in the following:
- (a) by way of a fixed and specific mortgage and charge, all of the Debtor's present and future right, title, benefit and interest, whether freehold, leasehold, beneficial or legal in nature, in all real and immoveable property (including, by way of sub-lease) and any greater interest therein hereafter acquired by the Debtor, including: (i) all buildings, foundations, erections, improvements and structures, whether temporary or permanent and whether the same form part of the realty or not, erected or located in, on, under or upon such freehold, leasehold and other real and immoveable property interests of the Debtor from time to time, and all appurtenances pertaining thereto, together with the systems, structures, facilities, machinery, plant and equipment comprising the foregoing or relating thereto and together with all personal property, equipment and chattels now or hereafter affixed to such freehold, leasehold and other real and immoveable property interests of the Debtor; (ii) all other facilities, fixtures and appurtenances whatsoever contained on or attaching to such freehold, leasehold and other real and immoveable property interests of the Debtor from time to time or used in connection with such freehold, leasehold and other real and immoveable property interests of the Debtor; (iii) all mechanical, electrical and other systems installed or used in connection with any of the foregoing; (iv) all rights-of-way, easements, licences, privileges and all other rights and interests appurtenant or appertaining to the freehold, leasehold and other real and immoveable property interests of the Debtor; and (v) including its fee simple interest in the real property described in Schedule "A1" hereto;
  - (b) by way of continuing security interest, mortgage, charge and floating charge, all present and future real property of the Debtor of any nature or kind, including all real property at any time owned, leased or licenced by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor is or may at any time become entitled (other than the personal and real property, assets and undertaking of the Debtor subjected to a valid mortgage, charge or security interest by Section 9(a), and subject to the exceptions hereinafter contained); and

- (c) all proceeds arising from the property, assets and undertaking of the Debtor referred to in this Section 9, including insurance proceeds and any other payment representing indemnity or compensation for loss of or damage thereto.

### **Assignment of Leases and Rents**

Subject to the rights of the Lender and the terms of the First Priority Debenture:

10. The Debtor hereby assigns to the Royalty Holder, as additional security for the Obligations, all rents and other monies now due and payable or hereafter to become due and payable from the Lands, if any, and the benefit of all covenants of tenants and assignees, if any (collectively, the **"Rents"**):
  - (a) under every existing and future lease of and agreement to lease of the whole or any portion of the Lands;
  - (b) in respect of every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
  - (c) under every existing and future guarantee of all or any of the obligations of any existing or future tenant, sub-tenant, occupier or licensee of the whole or any portion of the Lands; and
  - (d) under every future agreement to assume the obligations of tenants of the whole or any portion of the Lands,

(all of the foregoing leases, future agreements, licenses and guarantees being hereinafter referred to as the **"Leases"**), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Debtor or the owner from time to time of the Lands.

11. The Debtor or its nominee or agent shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless a Default has occurred and is continuing, in which case, provided that the First Priority Debenture has been released or the Lender expressly agrees thereto, the Royalty Holder may give notice in writing to the tenant, sub-tenant, occupier, licensee or guarantor or to the rental manager of the Debtor advising of the provision of such Default that has occurred and is continuing. In such event the Debtor hereby irrevocably directs such tenant, sub-tenant, occupier, licensee or guarantor or rental manager to make payments of all of the Rents due after receipt of such notice to the Royalty Holder or as the Royalty Holder may direct, upon being furnished with the aforesaid notice in writing, without any further direction or authority being required by such tenant, sub-tenant, occupier, licensee, guarantor or rental manager. All payments which are received by the Debtor contrary to the provisions of this Section 11 will, subject to the rights of the Lender and the terms of the First Priority Debenture, and provided that the First Priority Debenture has been released or the Lender expressly agrees thereto, be held by the Debtor in trust for the benefit of the Royalty Holder and will be forthwith paid to the Royalty Holder to be applied on account of the Obligations or to hold as Collateral, as the Royalty Holder may see fit, subject to the relevant provisions of the Royalty Agreement.
12. Nothing herein contained shall have the effect of making the Royalty Holder, its successors and assigns, responsible for the collection of the Rents or any of them, or for the performance of any of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Debtor. The Royalty Holder shall not, by virtue of this debenture or its receipt of the Rents or any of them, become or be deemed to be a Royalty Holder in possession of the Lands, and the Royalty Holder shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the

performance of the obligations and liabilities of any person under or in respect of the Leases or any of them. The Royalty Holder shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions and such monies shall be applied on account of the Obligations in accordance with the terms of the Royalty Agreement.

### **Second Priority Nature**

13. Security Interest granted hereby is made subject to and shall rank second in priority to the security interest created under the First Priority Debenture.

### **Security Interest Absolute**

14. The Security Interest granted hereby and all rights of the Royalty Holder hereunder and all obligations of the Debtor hereunder are unconditional and absolute and independent and separate from any other security for the Obligations, whether executed by the Debtor or any other person.

### **Continuing Liability of Debtor**

15. This Debenture and the Security Interest granted hereby is granted as collateral security only and will not subject the Royalty Holder, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith.

### **Limited Exceptions to Grant of Security Interest**

16. Despite any other provision of this agreement, the last day of any term reserved by any lease of real property, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the Security Interest, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

### **Attachment**

17. The Debtor confirms and agrees that value has been given by the Royalty Holder to the Debtor, that the Debtor has rights in all existing Collateral and that the Debtor and the Royalty Holder have not postponed the time for attachment of the Security Interest, such that the Security Interest shall attach to existing Collateral upon the execution of this agreement and shall attach to Collateral in which the Debtor hereafter acquires rights at the time that the Debtor acquires rights in such Collateral.

### **Account Debtors**

18. Upon the Security Interest becoming enforceable in accordance with Section 22, the Royalty Holder may, subject to the terms of the Royalty Agreement, give notice of this Debenture and the Security Interest granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and may give notice to any such account debtors or other person to make all further payments to the Royalty Holder, and, upon the Security Interest becoming enforceable in accordance with Section 22, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Royalty Holder shall be held by the Debtor in trust for the Royalty Holder and forthwith paid over to the Royalty Holder on request.

### **Representations and Warranties by the Debtor**

19. The Debtor hereby represents and warrants to the Royalty Holder that:

- (a) the Debtor has the capacity and authority to incur the Obligations, to create the Security Interest and to execute and deliver and perform its obligations under this Debenture;
- (b) the execution and delivery of this Debenture and the performance by the Debtor of its obligations hereunder have been duly authorized by all necessary corporate, trust or partnership actions required;
- (c) this Debenture constitutes a legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting creditors' rights and the discretion exercisable by courts of competent jurisdiction in respect of the availability of equitable remedies;
- (d) the entering into of this Debenture and the performance by the Debtor of its obligations under this Debenture does not and will not:
  - (i) contravene, breach or result in any default under the articles, bylaws, constituting documents or other organizational documents of the Debtor;
  - (ii) contravene, breach or result in any default under any mortgage, lease, agreement or other legally binding instrument, license, permit or law to which the Debtor is a party or by which the Debtor or any of its properties or assets may be bound;
  - (iii) require any consent under any charge or encumbrance upon any of its property or assets pursuant to any material indenture or other material agreement or instrument to which it is a party or by which it or its material property or assets may be bound or effected; or
  - (iv) result in or permit the acceleration of the maturity of any indebtedness, liability or obligation of the Debtor under any mortgage, lease, agreement or other legally binding instrument of or affecting the Debtor;
- (e) no authorization, consent or approval of, or filing with or notice to, any person is required in connection with the execution, delivery or performance of this Debenture by the Debtor;
- (f) the Debtor does not have or use a French form of name or a combined English and French form of name;
- (g) no event or circumstance has occurred which constitutes, or which with the giving of notice, lapse of time or satisfaction of any other condition would constitute, a Default (within the meaning of the Royalty Agreement);
- (h) the Debtor is the legal and beneficial owner of the Collateral pledged hereunder free and clear of any Encumbrance (as such term is defined in the Royalty Agreement) except for Permitted Encumbrances;
- (i) the Debtor has a good title in fee simple to the Lands described in Schedule "A1";
- (j) the Debtor has the right to mortgage the Lands;
- (k) subject to the rights of the Lender and the First Priority Debenture, upon the occurrence of a Default that is continuing, the Royalty Holder shall have quiet possession of the Lands, free from all encumbrances except for the Permitted Encumbrances;
- (l) the Debtor is not in default under any of the Leases and, to the best knowledge of the Debtor, there has been no default which is continuing by any other party under any of the Leases, except in each case to the extent that such default would not reasonably be expected to have a Material Adverse Event;

- (m) there is no outstanding dispute under any of the Leases between the Debtor and any other party thereto, except in each case to the extent that such dispute would not reasonably be expected to have a Material Adverse Event;
- (n) the Debtor will observe and perform all of its obligations under each of the Leases, except to the extent that failure to do so would reasonably be expected to have a Material Adverse Event; and
- (o) the Debtor has not executed any prior assignment of the Leases or the Rents and will not execute any such assignment hereafter to anyone other than the Royalty Holder without the prior written consent of the Royalty Holder.

### **Covenants of the Debtor**

20. The Debtor agrees with the Royalty Holder that, until the Obligations have been satisfied and paid in full, it will:
- (a) duly and punctually pay all Obligations, including all interest thereon and all fees and other amounts required to be paid by the Debtor hereunder in the manner specified hereunder and it shall perform and observe all of its covenants, agreements and obligations under this Agreement and under any other Finance Document to which it is a party;
  - (b) except as otherwise permitted by the Royalty Agreement, preserve and maintain its corporate, partnership or trust existence (as the case may be) as a corporation, partnership or trust existing under the laws of Canada or any province thereof;
  - (c) keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with generally accepted accounting principles;
  - (d) make and maintain all filings, registrations and recordations necessary or desirable to protect its right, title and interest in the Collateral;
  - (e) defend the Collateral against any actions, claims and demands of any Person (other than the Royalty Holder) claiming the Collateral (or any of it) or an interest therein;
  - (f) at any time and from time to time, both before and after the occurrence of a Default, upon the written request of the Royalty Holder, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Royalty Holder may reasonably request for the purposes of obtaining or preserving the full benefits of this Debenture and of the rights and powers herein granted, including the filing or execution of any financing statements or financing change statements under any Applicable Law with respect to this Debenture. The Debtor also hereby authorizes the Royalty Holder to file any such financing statement or financing change statement without the signature of the Debtor to the extent permitted by Applicable Law. Without limiting the generality of the foregoing, the Debtor acknowledges that this Debenture has been prepared based on Applicable Law and the Debtor agrees that the Royalty Holder will have the right, acting reasonably, to require that this Debenture be amended or supplemented: (i) to reflect any changes in Applicable Law, whether arising as a result of statutory amendments, court decisions or otherwise; (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions; or (iii) if the Debtor amalgamates with any other Person or enters into any reorganization, in each case in order to confer upon the Royalty Holder the security intended to be created hereby; and
  - (g) will furnish to the Royalty Holder from time to time such statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Royalty Holder may reasonably request, all to the extent necessary to permit the Collateral to be sufficiently described.



21. The Debtor agrees with the Royalty Holder that:

- (a) it will not, without the prior written consent of the Royalty Holder, sell, transfer, assign, or otherwise dispose of the Collateral, or any part thereof, except as permitted (or not otherwise prohibited) under the Royalty Agreement;
- (b) it will not, without the prior written consent of the Royalty Holder, create any lien upon, assign or transfer as security, or pledge, hypothecate, charge, mortgage or grant a security interest in any Collateral except to the Royalty Holder and except for Permitted Encumbrances; and
- (c) it will prevent the Lands from being or becoming an accession to any property not subject to Security Interests created by this agreement.

### **Enforcement**

22. Subject to the rights of the Lender and the terms of the First Priority Debenture, and provided that the First Priority Debenture has been released or the Lender expressly agrees thereto, without prejudice to any right which the Royalty Holder may now or hereafter have to demand payment of any of the Obligations, the Obligations shall, at the option of the Royalty Holder, become payable and the Security Interest shall become enforceable upon the occurrence and during the continuance of a Default.

### **Remedies of the Royalty Holder**

Provided that the First Priority Debenture has been released or the Lender expressly agrees thereto:

23. Whenever the Security Interest shall have become enforceable, and so long as it shall remain enforceable, the Royalty Holder may in accordance with Applicable Law enforce its rights by doing any one or more of the following:

- (a) entering upon the Lands and any other lands and premises where any Collateral is or may be located;
- (b) applying to Court for an order that the Debtor's interest in the Collateral be sold on terms approved by the Court;
- (c) applying to Court to foreclose the Debtor's interest in the Collateral;
- (d) taking possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Royalty Holder at such place or places as may be specified by the Royalty Holder;
- (e) occupying the Lands and using all or any part of the Lands;
- (f) leasing, selling, licensing or otherwise disposing of the whole or any part or parts of the Lands and other Collateral;
- (g) the Royalty Holder may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Collateral;
- (h) taking steps and expending such monies as it considers necessary or desirable in its sole discretion to maintain, preserve and protect the Collateral, including making payments on account of other security interests affecting the Collateral; provided that the Royalty Holder shall have no obligation to take any such actions or make any such expenditures; but any such amounts paid by the Royalty Holder shall be added to the Obligations and shall be secured by the Security Interest;

- (i) collecting any rents, income, and profits received in connection with the Lands;
  - (j) exercising any and all of the rights and remedies granted pursuant to any applicable legislation, or otherwise available at law or in equity;
  - (k) borrowing money for the maintenance, preservation or protection of the Collateral, and charge and grant further security interests in the Collateral in priority to the Security Interest or otherwise, as security for the money so borrowed;
  - (l) accepting the Collateral in satisfaction of the Obligations (and in connection therewith, foreclosing on the Lands or foreclosing on and seeking judicial sale of the Lands);
  - (m) appointing by instrument in writing a Receiver or Receivers of the Collateral or any part thereof;
  - (n) bringing proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for the sale of the Collateral or any part thereof;
  - (o) discharging any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Security Interest; and
  - (p) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor or the Collateral.
24. Any Receiver appointed by the Royalty Holder may be any Person or Persons (including one or more officers or employees of the Royalty Holder), and the Royalty Holder may remove any Receiver so appointed and appoint another or others instead. Any such Receiver may exercise any and all of the rights, remedies and powers of the Royalty Holder provided in this agreement. The Royalty Holder shall not be responsible for the actions, errors or omissions of any Receiver it appoints and any such Receiver shall be deemed to act as agent for the Debtor for all purposes, including the occupation of the Lands and any other premises of the Debtor and in carrying on the Debtor's business, unless the Royalty Holder expressly specifies in writing that the Receiver shall be agent for the Royalty Holder for one or more purposes. Without limiting the generality of the foregoing, for the purposes of realizing upon the Security Interest, any Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtor or as agent for the Royalty Holder as the Royalty Holder may specify in writing in its sole discretion. The Debtor agrees to ratify and confirm all actions of any Receiver appointed by the Royalty Holder acting as agent for the Debtor, and to release and indemnify the Receiver in respect of all such actions.
25. Without limiting the ability of the Royalty Holder or any Receiver to dispose of Collateral in any other manner, the Debtor agrees that any sale, lease or other disposition of the Collateral hereunder may be completed by public auction, public tender or private contract, with or without notice, with or without advertising and with or without any other formality (except as required by law), all of which are hereby waived by the Debtor. Any such disposition of Collateral may involve all or part of the Collateral and may be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Royalty Holder or any Receiver appointed by the Royalty Holder may, in its sole discretion, deem advantageous and may take place whether or not the Royalty Holder or any such Receiver has taken possession of such Collateral. Any purchaser or lessee of Collateral may be a customer of the Royalty Holder.
26. The Royalty Holder shall not be liable for any delay or failure to enforce any rights, powers or remedies available to it or to institute any proceedings for such purposes.

27. No right, power or remedy of the Royalty Holder (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination.
28. Any proceeds of realization of the Collateral may be applied by the Royalty Holder to the payment of expenses in connection with the preservation and realization of the Collateral as above described and any balance of such proceeds shall be applied by the Royalty Holder to payment of any amount owing by the Debtor to the Royalty Holder in such order as the Royalty Holder may see fit; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Royalty Holder has knowledge and may be applied or retained as reserves against potential claims that the Royalty Holder or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to Applicable Law) be paid to the Debtor.
29. The Debtor agrees to pay to the Royalty Holder, forthwith on demand by the Royalty Holder, all reasonable costs and expenses incurred by the Royalty Holder in connection with the exercise by the Royalty Holder of its rights, powers and remedies hereunder, including:
- (a) any costs and expenses incurred by the Royalty Holder in taking, holding, recovering, possessing, repairing, processing, preparing for disposition or disposing of Collateral;
  - (b) any legal fees and expenses on a solicitor and client basis incurred by the Royalty Holder in enforcing its rights, powers and remedies, including those incurred in connection with any proceedings taken for the purpose of enforcing its rights, powers and remedies hereunder or otherwise relating to the non-payment or non-performance of any Obligations;
  - (c) the cost of borrowing amounts as hereinbefore provided (for the purpose of carrying on the Debtor's business or otherwise), including, the principal amount or any such amount borrowed, all interest thereon and fees relating thereto; and
  - (d) all costs and expenses of or incurred by any Receiver, agent or consultant appointed by the Royalty Holder (including any legal fees and expenses on a solicitor and client basis incurred by any such Receiver, agent or consultant).
- All such sums shall bear interest at the highest rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the Security Interest.
30. The Debtor shall remain liable for all Obligations that are outstanding following realization of all or any part of the Collateral.
31. The Debtor hereby appoints the Royalty Holder as attorney of the Debtor, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Royalty Holder's discretion at any time after the occurrence and during the continuance of a Default, to take any and all actions authorized or permitted to be taken by the Royalty Holder under this Debenture, subject to the Royalty Agreement, the rights of the Lender and the terms of the First Priority Debenture, or by Applicable Law and to: (a) execute and deliver all instruments and other documents and do all such further acts and things as may be reasonably required by the Royalty Holder to enforce the Security Interest and remedies provided hereunder or to better evidence and perfect the Security Interest; and (b) take any action and execute any instrument which the Royalty Holder, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Debenture, including, to ask for, demand, collect, sue for, recover, compound, receive and give acquittances and receipts for moneys due and to become due under or in connection with the Collateral, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection therewith, and to file any claims or take any action or institute any proceedings which the Royalty Holder may deem to be necessary or desirable for the collection thereof. Such appointment of the Royalty Holder as the Debtor's attorney is coupled with an interest and is irrevocable.

### **Rights of the Royalty Holder**

32. The Royalty Holder may pay the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations, shall bear interest at the highest rate applicable to the Obligations, and shall be secured by the Security Interest. Whenever the Royalty Holder pays any such lien, tax, rate, charge or encumbrance, it shall be entitled to all the equities and securities of the Person or Persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.
33. If the Debtor fails to perform or comply with any covenant or other obligation of the Debtor under this agreement, the Royalty Holder may, but need not, perform or otherwise cause the performance or compliance of such covenant or other obligation, provided that any performance or compliance undertaken by the Royalty Holder will not constitute a waiver, remedy or satisfaction of such failure. The costs and expenses of the Royalty Holder incurred in connection with any such performance or compliance shall be payable by the Debtor to the Royalty Holder on demand, form part of the Obligations, bear interest at the highest rate applicable to the Obligations and be secured by the Security Interest.
34. The Debtor grants to the Royalty Holder the right to set off against the Obligations (or any portion thereof) any amount owed by the Royalty Holder to the Debtor, including the amount of any and all accounts, credits or balances maintained by the Debtor with the Royalty Holder.
35. The Royalty Holder, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other Persons and securities as the Royalty Holder may see fit.

### **Amalgamation of Debtor**

36. The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Royalty Holder that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Security Interest shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Royalty Holder at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Royalty Holder thereafter arising. The Security Interest shall attach to all of the "Collateral" owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

### **Further Assurances**

37. Without prejudice the First Priority Debenture, the Debtor hereby covenants and agrees that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, hypothecs, transfers, instruments, assignments and assurances as the Royalty Holder may reasonably require for the better assuring, mortgaging, charging, transferring, assigning, granting, delivering and confirming unto the Royalty Holder the Collateral, or any part thereof, and for better accomplishing and effectuating the purpose of this Debenture including the execution and delivery of supplemental debentures more particularly describing the Collateral or to correct or amplify the description of the Collateral or to better assure, convey and confirm unto the Royalty Holder any of the Collateral. Upon the execution of any supplemental indenture under this Section 37, this Debenture shall be modified in accordance therewith, and each such supplemental debenture shall form part of this Debenture for all purposes.

The Debtor covenants with the Royalty Holder that the Debtor shall provide to the Royalty Holder, promptly upon request, all information and evidence the Royalty Holder may reasonably request concerning the Collateral to enable the Agent to enforce the provisions hereof.

### **Notices**

38. Any notice, demand or other communication permitted or required to be given hereunder shall be given in a manner in accordance with the Royalty Agreement; provided that any such notice, request, demand or communication may be addressed to the respective parties as follows:

- (a) in the case of the Royalty Holder, addressed as follows:

WPC Royalty Corp.

Address: 170 Chiltern Hill Road, Suite 609, Toronto, Ontario, Canada M6C 0A9  
 Email: alex.brainis@centralisgroup.com  
 Tel: +1 647 339 0223  
 Attention: Alex Brainis

With copy to:

Address: 5th Floor, 45 Pall Mall, London, SW1Y 5JG  
 Email: wjarvis@appiancapitaladvisory.com; tmister@appiancapitaladvisory.com  
 Tel: +44 207 004 0951  
 Attention: Winta Jarvis and Tim Mister

- (b) in the case of the Debtor, addressed as follows:

0907414 B.C. Ltd.

Address: PO Box 246, Kronau PO Kronau SK, S0G 2T0, Canada  
 Attention: Jerry Zhang  
 Email: jerry@westernresources.com

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this agreement.

### **Continuing Security for Obligations**

39. Subject to the rights of the Lender and the terms of the First Priority Debenture, this agreement shall be held by the Royalty Holder as continuing security to secure payment of all Obligations at any time and from time to time outstanding up to, at any time, a maximum total amount equivalent to the full principal amount specified in Section 8, unpaid interest then accrued thereon pursuant to Section 8, and all other amounts then owing or payable by the Debtor pursuant to this agreement. Accordingly, any payment from time to time of any of the Obligations shall not reduce such maximum total amount or the principal amount specified in Section 8, and this Debenture shall continue, after such payment, to secure payment of all Obligations at any time outstanding up to such maximum total amount.
40. The Security Interest created hereof shall be and be deemed to be effective upon the execution of this agreement by the Debtor, whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the same time as the date of execution of this Debenture.

**Indemnity**

41. The Debtor shall be liable for and does hereby indemnify and save harmless the Royalty Holder and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Royalty Holder or any Receiver as a result of taking this Debenture or acting under it and the Royalty Holder and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Royalty Holder or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Royalty Holder or such Receiver. It is understood and agreed that the covenants and conditions of this Section 41 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Security Interest or any foreclosure thereof.

**Waivers of Applicable Law**

42. To the extent not prohibited by Applicable Law, the Debtor hereby waives its rights, if any, under all provisions of Applicable Law that would in any manner limit, restrict or otherwise affect the Royalty Holder's rights and remedies hereunder or impose any additional obligations on the Royalty Holder. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Royalty Holder to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this Debenture.
43. To the full extent that it may lawfully do so, the Debtor hereby:
- (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Royalty Holder under the terms of this debenture to a sale of the Collateral or any part thereof or for the collection of all amounts secured hereby; and
  - (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Collateral or any part thereof after the sale hereunder to any person whether such sale is by the Royalty Holder, any Receiver or otherwise, notwithstanding that the Royalty Holder may have purchased same.

**Assignment**

44. The Royalty Holder may assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by the Royalty Holder in respect thereof. The Debtor shall not assign any of its rights or obligations hereunder.

**Claims under this Agreement**

45. The Royalty Holder shall not, at any time, claim payment from the Debtor under this Debenture (whether for principal, interest or both) in an amount greater than the amount of the indebtedness forming part of the Obligations at such time. Notwithstanding that this agreement is stated to be payable on demand, no demand shall be made under this agreement unless demand is concurrently being made or has been made for payment of indebtedness forming part of the Obligations in an amount not less than the amount demanded under this agreement.

**Deemed Satisfaction**

46. Despite any other provision of this agreement, (a) payment in full to the Royalty Holder of all principal in respect of the Obligations (other than the principal amount stated in this Debenture) will be deemed to be payment in satisfaction of the principal amount under this Debenture and (b) payment by the Debtor to the Royalty Holder of interest on all indebtedness comprising or forming part of the Obligations (other than the principal amount stated in this Debenture) at the then current rate at which such indebtedness bears interest under the Royalty Agreement for any period of time shall constitute satisfaction of interest payable pursuant to this agreement for the equivalent period of time. Notwithstanding the principal amount stated in this Debenture, interest and other monies expressed to be payable or secured hereunder, the obligations payable or secured hereunder shall not exceed the amount of the Obligations exclusive of the principal amount stated in this Debenture.

**Miscellaneous**

47. This agreement shall not result in the merger or any indebtedness or liability of the Debtor or any other Person or Persons to the Royalty Holder or to any of the lenders hereunder or under any negotiable instrument or other document by which the same may now or at any time hereafter be represented or evidenced. No judgment recovered by the Royalty Holder shall result in the merger of any such indebtedness or liability or in any way affect the Security Interest or the Royalty Holder's right to interest provided for herein.
48. Time shall be of the essence of this agreement.
49. Except as has otherwise been agreed in writing with the Royalty Holder, the Debtor shall not be discharged from the Security Interest, this Debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Royalty Holder.
50. This agreement is in addition to and not in substitution for any other security now or hereafter held by the Royalty Holder.
51. This agreement shall enure to the benefit of the parties hereto, and their respective successors and assigns, and shall be binding on the parties hereto and their respective successors and permitted assigns.
52. The Debtor agrees that the Royalty Holder may from time to time provide information concerning this agreement (including a copy hereof), the Collateral and the Obligations to any Person the Royalty Holder in good faith believes is entitled thereto pursuant to Applicable Law.
53. In the event of any conflict between any term or provision of this Debenture and any term or provision of the Royalty Agreement, to the extent of the conflict, the provisions of the Royalty Agreement shall prevail over the provisions of this Debenture.
54. For the better securing to the Royalty Holder the repayment in the manner aforesaid of the principal amount and interest and other obligations secured hereby, the Debtor DOES HEREBY mortgage to the Royalty Holder all of its estate and interest in the Lands located in the Province of Saskatchewan (as described in Schedule "A1").
55. *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in the said *The Land Contracts (Actions) Act, 2018* (Saskatchewan) with respect to this Debenture or any indenture, instrument or agreement ancillary or supplementary hereto.
56. *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
- (a) this Debenture;

- (b) any mortgage, charge or other security for the payment of money made, given or created by this Debenture or by any agreement or instrument referred to in Section 56(c) below;
  - (c) any agreement or instrument renewing, extending or collateral to this Debenture or renewing, extending or collateral to any mortgage, charge or other security referred to or mentioned in Section 56(b) above; or
  - (d) the rights, powers and remedies of the Royalty Holder under this Debenture or under any lien, mortgage, charge, other security, agreement or instrument referred to or mentioned in Sections 56(b) or 56(c) above.
57. The Debtor acknowledges receipt of an executed copy of this Debenture and the Royalty Agreement and, to the extent permitted by Applicable Law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Debenture.
58. This Debenture may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of any executed signature page of this Debenture or any amendment or waiver in respect thereof by electronic means, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf) shall be effective as delivery of an executed counterpart hereof. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures, which shall be of the same legal effect, validity and enforceability as a manually executed signature to the extent and as provided for in any Applicable Law.

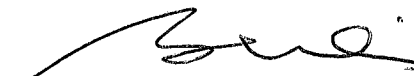
*[Remainder of page intentionally blank; signature page to follow]*



IN WITNESS WHEREOF the Debtor has executed and delivered this agreement as of the date first above written.

**0907414 B.C. LTD.**

Per:



Name:

Title:

Per:

Name:

Title:

Acknowledged and agreed as of the date first above written.

**WPC ROYALTY CORP.**

Per:

  
Authorized signatory

**SCHEDULE "A1"**  
**LEGAL DESCRIPTION OF THE LANDS LOCATED IN SASKATCHEWAN**

1. Surface Parcel #108056954  
NW Sec 20 Twp 14 Rge 17 W2 Extension 0
2. Surface Parcel #108056965  
NE Sec 20 Twp 14 Rge 17 W2 Extension 0



This is **Exhibit “ U ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Business Debtor - "Western Potash Corp"

**Search Date and Time:** August 17, 2026 at 11:02:41 am Pacific time  
**Account Name:** NORTON ROSE FULBRIGHT CANADA LLP  
**Folio Number:** 1001392198

### TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (\*)

Total Search Report Pages: 4

|   | Base<br>Registration    | Base Registration<br>Date | Debtor Name           | Page              |
|---|-------------------------|---------------------------|-----------------------|-------------------|
| 1 | <a href="#">033624M</a> | January 30, 2020          | * WESTERN POTASH CORP | <a href="#">2</a> |

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 033624M**

|                                         |                                                                                                       |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Registration Description:</b>        | PPSA SECURITY AGREEMENT                                                                               |
| <b>Act:</b>                             | PERSONAL PROPERTY SECURITY ACT                                                                        |
| <b>Base Registration Date and Time:</b> | January 30, 2020 at 1:15:55 pm Pacific time                                                           |
| <b>Current Expiry Date and Time:</b>    | January 30, 2030 at 11:59:59 pm Pacific time<br>Expiry date includes subsequent registered renewal(s) |
| <b>Trust Indenture:</b>                 | No                                                                                                    |

### CURRENT REGISTRATION INFORMATION

(as of August 17, 2026 at 11:02:41 am Pacific time)

#### Secured Party Information

**BANK OF MONTREAL/BANQUE DE  
MONTREAL**

**Address**

250 YONGE STREET, 9TH FLOOR  
TORONTO ON  
M5B 2L7 Canada

#### Debtor Information

**WESTERN POTASH CORP**

**Address**

789 PENDER ST W SUITE1205  
VANCOUVER BC  
V6C 1H2 Canada

#### Vehicle Collateral

None

---

## General Collateral

### Base Registration General Collateral:

LF269 PLEDGE OF INSTRUMENT, ASSIGNMENT OF PROCEEDS INSTRUMENT DESCRIBED AS VARIABLE RATE GUARANTEED INVESTMENT CERTIFICATE NO. 0004-9658-727 IN THE AMOUNT OF 11,500.00 INCLUDING ALL RENEWALS AND REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR ACCRETIONS THERETO AND INTEREST, INCOME AND MONEY THEREFROM AND ALL PROCEEDS THEREOF AND THEREFROM INCLUDING ACCOUNTS.

---

## Original Registering Party

**BANK OF MONTREAL/BANQUE DE  
MONTREAL**

### Address

250 YONGE STREET, 9TH FLOOR  
TORONTO ON  
M5B 2L7 Canada





## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### HISTORY

(Showing most recent first)

### RENEWAL

**Registration Date and Time:** November 15, 2024 at 1:35:30 pm Pacific time  
**Registration Number:** 767810Q  
**Registration Life:** 5 Years  
**New Expiration Date and Time:** January 30, 2030 at 11:59:59 pm Pacific time

### Registering Party Information

**D + H LIMITED PARTNERSHIP**

**Address**

2 ROBERT SPECK PARKWAY, 15TH FLOOR  
MISSISSAUGA ON  
L4Z 1H8 Canada

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Business Debtor - "Western Potash Holdings Corp"

**Search Date and Time:** August 17, 2026 at 11:05:57 am Pacific time  
**Account Name:** NORTON ROSE FULBRIGHT CANADA LLP  
**Folio Number:** 1001392198

### TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (\*)

Total Search Report Pages: 3

|   | Base<br>Registration    | Base Registration<br>Date | Debtor Name                     | Page              |
|---|-------------------------|---------------------------|---------------------------------|-------------------|
| 1 | <a href="#">725459N</a> | May 12, 2022              | * WESTERN POTASH HOLDINGS CORP. | <a href="#">2</a> |

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 725459N**

|                                         |                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Registration Description:</b>        | PPSA SECURITY AGREEMENT                                                                           |
| <b>Act:</b>                             | PERSONAL PROPERTY SECURITY ACT                                                                    |
| <b>Base Registration Date and Time:</b> | May 12, 2022 at 9:08:29 am Pacific time                                                           |
| <b>Current Expiry Date and Time:</b>    | May 12, 2029 at 11:59:59 pm Pacific time<br>Expiry date includes subsequent registered renewal(s) |
| <b>Trust Indenture:</b>                 | No                                                                                                |

### CURRENT REGISTRATION INFORMATION

(as of August 17, 2026 at 11:05:57 am Pacific time)

#### Secured Party Information

**WPC (JERSEY) LIMITED**

**Address**

47 ESPLANADE  
SAINT HELIER JE  
JE1 0BD Jersey

#### Debtor Information

**WESTERN POTASH HOLDINGS  
CORP.**

**Address**

1500-1874 SCARTH ST  
REGINA SK  
S4P 4E9 Canada

#### Vehicle Collateral

None

---

## General Collateral

### Base Registration General Collateral:

All of the presently owned or held and after acquired or held  
personal property of the Debtor of whatsoever nature or kind  
and wheresoever situate, and all Proceeds and renewals  
thereof and therefrom, accretions thereto and substitutions  
therefor.

---

## Original Registering Party

**NORTON ROSE FULBRIGHT  
CANADA LLP**

### Address

VANCOUVER DIVISION  
1800 510 WEST GEORGIA STREET  
VANCOUVER BC  
V6B 0M3 Canada

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Business Debtor - "0907414 BC Ltd."

**Search Date and Time:** August 17, 2026 at 11:02:13 am Pacific time  
**Account Name:** NORTON ROSE FULBRIGHT CANADA LLP  
**Folio Number:** 1001392198

## TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (\*)

Total Search Report Pages: 5

|   | Base<br>Registration    | Base Registration<br>Date | Debtor Name         | Page              |
|---|-------------------------|---------------------------|---------------------|-------------------|
| 1 | <a href="#">725468N</a> | May 12, 2022              | * 0907414 B.C. LTD. | <a href="#">2</a> |
| 2 | <a href="#">725484N</a> | May 12, 2022              | * 0907414 B.C. LTD. | <a href="#">4</a> |

**PERSONAL PROPERTY REGISTRY SEARCH RESULT**

BC Registries and Online Services

**Base Registration Number: 725468N**

|                                         |                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Registration Description:</b>        | PPSA SECURITY AGREEMENT                                                                           |
| <b>Act:</b>                             | PERSONAL PROPERTY SECURITY ACT                                                                    |
| <b>Base Registration Date and Time:</b> | May 12, 2022 at 9:09:20 am Pacific time                                                           |
| <b>Current Expiry Date and Time:</b>    | May 12, 2029 at 11:59:59 pm Pacific time<br>Expiry date includes subsequent registered renewal(s) |
| <b>Trust Indenture:</b>                 | No                                                                                                |

**CURRENT REGISTRATION INFORMATION**

(as of August 17, 2026 at 11:02:13 am Pacific time)

**Secured Party Information****WPC (JERSEY) LIMITED****Address**47 ESPLANADE  
SAINT HELIER JE  
JE1 0BD Jersey**Debtor Information****0907414 B.C. LTD.****Address**2500-666 BURRARD ST  
VANCOUVER BC  
V6C 2X8 Canada**Vehicle Collateral**

None

---

## General Collateral

### Base Registration General Collateral:

All of the presently owned or held and after acquired or held personal property of the Debtor of whatsoever nature or kind and wheresoever situate and an uncrystallized floating charge on land.

All Proceeds of the forgoing and renewals thereof and therefrom, accretions thereto and substitutions therefor.

---

## Original Registering Party

**NORTON ROSE FULBRIGHT  
CANADA LLP**

### Address

VANCOUVER DIVISION  
1800 510 WEST GEORGIA STREET  
VANCOUVER BC  
V6B 0M3 Canada





## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 725484N**

|                                         |                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Registration Description:</b>        | PPSA SECURITY AGREEMENT                                                                           |
| <b>Act:</b>                             | PERSONAL PROPERTY SECURITY ACT                                                                    |
| <b>Base Registration Date and Time:</b> | May 12, 2022 at 9:13:16 am Pacific time                                                           |
| <b>Current Expiry Date and Time:</b>    | May 12, 2029 at 11:59:59 pm Pacific time<br>Expiry date includes subsequent registered renewal(s) |
| <b>Trust Indenture:</b>                 | No                                                                                                |

### CURRENT REGISTRATION INFORMATION

(as of August 17, 2026 at 11:02:13 am Pacific time)

#### Secured Party Information

**WPC ROYALTY LIMITED**

**Address**

609-170 CHILTERN HILL RD  
YORK ON  
M6C 0A9 Canada

#### Debtor Information

**0907414 B.C. LTD.**

**Address**

2500-666 BURRARD ST  
VANCOUVER BC  
V6C 2X8 Canada

#### Vehicle Collateral

None



---

## General Collateral

### Base Registration General Collateral:

All Personal Property of the Debtor now or in the future affixed to all of the Debtor's real and immovable property.

All Proceeds of the forgoing and renewals thereof and therefrom, accretions thereto and substitutions therefor.

---

## Original Registering Party

**NORTON ROSE FULBRIGHT  
CANADA LLP**

### Address

VANCOUVER DIVISION  
1800 510 WEST GEORGIA STREET  
VANCOUVER BC  
V6B 0M3 Canada



## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

### Business Debtor - "Western Potash Holdings Corp"

**Search Date and Time:** August 17, 2026 at 11:05:57 am Pacific time  
**Account Name:** NORTON ROSE FULBRIGHT CANADA LLP  
**Folio Number:** 1001392198

### TABLE OF CONTENTS

1 Match in 1 Registration in Report

Exact Matches: 1 (\*)

Total Search Report Pages: 3

|   | Base<br>Registration    | Base Registration<br>Date | Debtor Name                     | Page              |
|---|-------------------------|---------------------------|---------------------------------|-------------------|
| 1 | <a href="#">725459N</a> | May 12, 2022              | * WESTERN POTASH HOLDINGS CORP. | <a href="#">2</a> |

## PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

**Base Registration Number: 725459N**

|                                         |                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Registration Description:</b>        | PPSA SECURITY AGREEMENT                                                                           |
| <b>Act:</b>                             | PERSONAL PROPERTY SECURITY ACT                                                                    |
| <b>Base Registration Date and Time:</b> | May 12, 2022 at 9:08:29 am Pacific time                                                           |
| <b>Current Expiry Date and Time:</b>    | May 12, 2029 at 11:59:59 pm Pacific time<br>Expiry date includes subsequent registered renewal(s) |
| <b>Trust Indenture:</b>                 | No                                                                                                |

### CURRENT REGISTRATION INFORMATION

(as of August 17, 2026 at 11:05:57 am Pacific time)

#### Secured Party Information

**WPC (JERSEY) LIMITED**

**Address**

47 ESPLANADE  
SAINT HELIER JE  
JE1 0BD Jersey

#### Debtor Information

**WESTERN POTASH HOLDINGS  
CORP.**

**Address**

1500-1874 SCARTH ST  
REGINA SK  
S4P 4E9 Canada

#### Vehicle Collateral

None

---

## General Collateral

### Base Registration General Collateral:

All of the presently owned or held and after acquired or held personal property of the Debtor of whatsoever nature or kind and wheresoever situate, and all Proceeds and renewals thereof and therefrom, accretions thereto and substitutions therefor.

---

## Original Registering Party

**NORTON ROSE FULBRIGHT  
CANADA LLP**

### Address

VANCOUVER DIVISION  
1800 510 WEST GEORGIA STREET  
VANCOUVER BC  
V6B 0M3 Canada



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 20-Mar-2020 17:31:04

**Registration #:** 302017338  
**Expiry Date:** 20-Mar-2030

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                                                                                 |                                                                                         |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Party ID:</b> 153426876-1<br><b>Entity Type:</b> Business<br><b>Name:</b> AGI ENVIROTANK LTD | <b>Address:</b> BOX 879, 401 HIGHWAY #4 S.,<br>BIGGAR, Saskatchewan<br>S0K0M0<br>Canada |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

#### Secured Party

|                                                                                                                     |                                                                                         |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Party ID:</b> 153426876-1<br><b>Entity Type:</b> Business<br><b>Name:</b> AGI ENVIROTANK LTD | <b>Address:</b> BOX 879, 401 HIGHWAY #4 S.,<br>BIGGAR, Saskatchewan<br>S0K0M0<br>Canada |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

#### Debtor Party

|                                                                                                                         |                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>* Item #:</b> 1<br><b>Party ID:</b> 153426877-1<br><b>Entity Type:</b> Business<br><b>Name:</b> WESTERN POTASH CORP. | <b>Address:</b> SUITE 610 - 2010 11TH AVENUE<br>REGINA, Saskatchewan<br>S4P0J3<br>Canada |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

#### General Property

TANK 032003 - TAG NUMBER 3100-TK-0018 BRINE TANK SW VERTICAL API-650 MODIFIED TANK  
 TANK 032004 - TAG NUMBER 3100-TK-0022 DREDGE SURGE TANK SW VERTICAL API-650 MODIFIED DUPLEX TANK  
 WITH GRIZZLY BOX TAG NUMBER - 3100-GR-0023 GRIZZLY BOX SCREEN  
 TANK 032006 - TAG NUMBER 3100-TK-0060 PROCESS WATER TANK SW VERTICAL API-650 MODIFIED TANK

#### Extra Information:

CUSTOMER HAS NOT PAID ANY OF THE INVOICED AMOUNTS FOR THESE TANKS.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 16-Sep-2021 13:30:36  
**Judgment Date:** 07-Sep-2021

**Registration #:** 302212045  
**Expiry Date:** 07-Sep-2031

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** Q.B. No. 1436 of 202  
**Judicial Centre:** Regina  
**Amount:** \$149,896.18

#### Registrant

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Party ID:</b> 152330264-1      | <b>Address:</b> 500 - 616 Main Street |
| <b>Entity Type:</b> Business      | Saskatoon, Saskatchewan               |
| <b>Name:</b> McDougall Gauley LLP | S7H0J6<br>Canada                      |

#### Creditor

|                                       |                                                                 |
|---------------------------------------|-----------------------------------------------------------------|
| <b>Item #:</b> 1                      | <b>Address:</b> c/o McDougall Gauley LLP, 500 - 616 Main Street |
| <b>Party ID:</b> 153769171-1          | SASKATOON, Saskatchewan                                         |
| <b>Entity Type:</b> Business          | S7H0J6                                                          |
| <b>Name:</b> Air Chek Industries Inc. | Canada                                                          |

#### Debtor

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> 1500 - 1874 Scarth Street |
| <b>Party ID:</b> 153769172-1      | REGINA, Saskatchewan                      |
| <b>Entity Type:</b> Business      | S4P4E9                                    |
| <b>Name:</b> Western Potash Corp. | Canada                                    |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 16-Sep-2021 13:39:51  
**Judgment Date:** 07-Sep-2021

**Registration #:** 302212051  
**Expiry Date:** 07-Sep-2031

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** QB 1436 of 2020  
**Judicial Centre:** Regina  
**Amount:** \$142,789.55

#### Registrant

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Party ID:</b> 152330264-1      | <b>Address:</b> 500 - 616 Main Street |
| <b>Entity Type:</b> Business      | Saskatoon, Saskatchewan               |
| <b>Name:</b> McDougall Gauley LLP | S7H0J6<br>Canada                      |

#### Creditor

|                                     |                                                                 |
|-------------------------------------|-----------------------------------------------------------------|
| <b>Item #:</b> 1                    | <b>Address:</b> c/o McDougall Gauley LLP, 500 - 616 Main Street |
| <b>Party ID:</b> 153769182-1        | SASKATOON, Saskatchewan                                         |
| <b>Entity Type:</b> Business        | S7H0J6                                                          |
| <b>Name:</b> Ice Western Sales Ltd. | Canada                                                          |

#### Debtor

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> 1500 - 1874 Scarth Street |
| <b>Party ID:</b> 153769172-1      | REGINA, Saskatchewan                      |
| <b>Entity Type:</b> Business      | S4P4E9                                    |
| <b>Name:</b> Western Potash Corp. | Canada                                    |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:23:09

**Registration #:** 302290965

**Expiry Date:** Infinity

**Event Type:** Amendment

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                     |                      |                 |                           |
|---------------------|----------------------|-----------------|---------------------------|
| <b>Party ID:</b>    | 150242056-1          | <b>Address:</b> | 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> | Business             |                 | REGINA, Saskatchewan      |
| <b>Name:</b>        | KANUKA THURINGER LLP |                 | S4P3X2                    |
|                     |                      |                 | Canada                    |

#### Secured Party

|                     |                      |                 |                   |
|---------------------|----------------------|-----------------|-------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | 47 Esplanade      |
| <b>Party ID:</b>    | 153910119-1          |                 | St Helier, Jersey |
| <b>Entity Type:</b> | Business             |                 | JE10BD            |
| <b>Name:</b>        | WPC (JERSEY) LIMITED |                 | Other             |

#### Debtor Party

|                     |                      |                 |                       |
|---------------------|----------------------|-----------------|-----------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | PO Box 246, Kronau PO |
| <b>Party ID:</b>    | 153910120-1          |                 | Kronau, Saskatchewan  |
| <b>Entity Type:</b> | Business             |                 | S0G2T0                |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada                |

#### Serial Property

|                     |                   |                   |                   |
|---------------------|-------------------|-------------------|-------------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2013              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Dodge             |
| <b>Serial #:</b>    | 1C6RR7KG3DS612453 | <b>Model:</b>     | Ram 1500 Crew Cab |
| <b>Override:</b>    | No                | <b>Color:</b>     |                   |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2018              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Nissan            |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Model:</b>     | Titan 5.6         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                   |

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

### History - Setup

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:23:09

**Registration #:** 302290965

**Transaction #:** 1

**Expiry Date:** Infinity





## Saskatchewan Personal Property Registry Search Result

Event Type: Setup  
Transaction Reason: Regular

### Notations

Trust Indenture: No

#### Registrant

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>Party ID:</b> 150242056-1      | <b>Address:</b> 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> Business      | REGINA, Saskatchewan                      |
| <b>Name:</b> KANUKA THURINGER LLP | S4P3X2<br>Canada                          |

#### Secured Party

|                                   |                              |
|-----------------------------------|------------------------------|
| <b>Item #:</b> 1                  | <b>Address:</b> 47 Esplanade |
| <b>Party ID:</b> 153910119-1      | St Helier, Jersey            |
| <b>Entity Type:</b> Business      | JE10BD                       |
| <b>Name:</b> WPC (JERSEY) LIMITED | Other                        |

#### Debtor Party

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Item #:</b> 1                  | <b>Address:</b> PO Box 246, Kronau PO |
| <b>Party ID:</b> 153910120-1      | Kronau, Saskatchewan                  |
| <b>Entity Type:</b> Business      | S0G2T0                                |
| <b>Name:</b> WESTERN POTASH CORP. | Canada                                |

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

## History - Amendment

Amendment Date: 12-May-2022 15:47:55

Registration #: 302290965

Transaction #: 2

Event Type: Amendment  
Transaction Reason: Regular

#### Registrant

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>Party ID:</b> 150242056-1      | <b>Address:</b> 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> Business      | REGINA, Saskatchewan                      |
| <b>Name:</b> KANUKA THURINGER LLP | S4P3X2<br>Canada                          |

#### Serial Property

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>Action:</b> Add                 |                                 |
| <b>Item #:</b> 1                   | <b>Year:</b> 2013               |
| <b>Serial Type:</b> Motor Vehicle  | <b>Make/Desc:</b> Dodge         |
| <b>Serial #:</b> 1C6RR7KG3DS612453 | <b>Model:</b> Ram 1500 Crew Cab |
| <b>Override:</b> No                | <b>Color:</b>                   |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |           |
|---------------------|-------------------|-------------------|-----------|
| <b>Action:</b>      | Add               | <b>Year:</b>      | 2018      |
| <b>Item #:</b>      | 2                 | <b>Make/Desc:</b> | Nissan    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Model:</b>     | Titan 5.6 |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Color:</b>     |           |
| <b>Override:</b>    | No                |                   |           |

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## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 02-Oct-2023 08:37:56

**Registration #:** 302470493

**Expiry Date:** 02-Oct-2028

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                                                                                  |                                                                                        |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Party ID:</b> 152187748-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BRANDT FINANCE LTD. | <b>Address:</b> P.O. BOX 3856, HWY #1 EAST<br>REGINA, Saskatchewan<br>S4P3R8<br>Canada |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

#### Secured Party

|                                                                                                                      |                                                                                        |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Party ID:</b> 152187748-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BRANDT FINANCE LTD. | <b>Address:</b> P.O. BOX 3856, HWY #1 EAST<br>REGINA, Saskatchewan<br>S4P3R8<br>Canada |
| <b>Item #:</b> 2<br><b>Party ID:</b> 153653335-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BANK OF MONTREAL    | <b>Address:</b> 5750 EXPLORER DRIVE<br>MISSISSAUGA, Ontario<br>L4W0A9<br>Canada        |
| <b>Item #:</b> 3<br><b>Party ID:</b> 152263818-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BRANDT TRACTOR LTD. | <b>Address:</b> BOX 3856 HWY 1<br>REGINA, Saskatchewan<br>S4P3R8<br>Canada             |

#### Debtor Party

|                                                                                                                         |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>* Item #:</b> 1<br><b>Party ID:</b> 154228118-1<br><b>Entity Type:</b> Business<br><b>Name:</b> WESTERN POTASH CORP. | <b>Address:</b> 2010 11TH AVE SUITE 610<br>REGINA, Saskatchewan<br>S4P0J3<br>Canada |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|

#### Serial Property

|                                                                                                                     |                                                                                          |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Serial Type:</b> Motor Vehicle<br><b>Serial #:</b> 1T0325GKAPJ453460<br><b>Override:</b> Yes | <b>Year:</b> 2023<br><b>Make/Desc:</b> JOHN DEERE<br><b>Model:</b> 325G<br><b>Color:</b> |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

#### General Property

COMPACT TRACK LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-Oct-2023 08:36:08

**Registration #:** 302473753

**Expiry Date:** 11-Oct-2026

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                     |                          |                 |                          |
|---------------------|--------------------------|-----------------|--------------------------|
| <b>Party ID:</b>    | 152354290-1              | <b>Address:</b> | 303-110 SHEPPARD AVE. E. |
| <b>Entity Type:</b> | Business                 |                 | TORONTO, Ontario         |
| <b>Name:</b>        | PPSA CANADA INC - (5156) |                 | M2N6Y8                   |
|                     |                          |                 | Canada                   |

#### Secured Party

|                     |                   |                 |                    |
|---------------------|-------------------|-----------------|--------------------|
| <b>Item #:</b>      | 1                 | <b>Address:</b> | 1155 KUBOTA DRIVE  |
| <b>Party ID:</b>    | 153890966-1       |                 | PICKERING, Ontario |
| <b>Entity Type:</b> | Business          |                 | L1X0H4             |
| <b>Name:</b>        | KUBOTA CANADA LTD |                 | Canada             |

#### Debtor Party

|                     |                        |                 |                      |
|---------------------|------------------------|-----------------|----------------------|
| <b>* Item #:</b>    | 1                      | <b>Address:</b> | BOX 246              |
| <b>Party ID:</b>    | 154233907-1            |                 | KRONAU, Saskatchewan |
| <b>Entity Type:</b> | Business               |                 | S0G2T0               |
| <b>Name:</b>        | WESTERN POTASH CORP.   |                 | Canada               |
| <b>Item #:</b>      | 2                      | <b>Address:</b> | BOX 246              |
| <b>Party ID:</b>    | 154233908-1            |                 | KRONAU, Saskatchewan |
| <b>Entity Type:</b> | Business               |                 | S0G2T0               |
| <b>Name:</b>        | WESTERN RESOURCES CORP |                 | Canada               |

#### Serial Property

|                     |                   |                   |             |
|---------------------|-------------------|-------------------|-------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2023        |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA      |
| <b>Serial #:</b>    | A5KC2GDBCPG081263 | <b>Model:</b>     | #RTV-X1100C |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |             |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2023        |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA      |
| <b>Serial #:</b>    | A5KC2GDBCPG081098 | <b>Model:</b>     | #RTV-X1100C |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |             |

#### General Property

2023 KUBOTA #RTV-X1100C A5KC2GDBCPG081263  
2023 KUBOTA #RTV-X1100C A5KC2GDBCPG081098

PRINCIPAL AMOUNT \$72,126.00



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 19-Dec-2024 09:54:30  
**Judgment Date:** 19-Sep-2024

**Registration #:** 302634056  
**Expiry Date:** 19-Sep-2034

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** KBG-SA-689-2024  
**Judicial Centre:** Saskatoon  
**Amount:** \$59,484.21

#### Registrant

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Party ID:</b> 152330264-1      | <b>Address:</b> 500 - 616 Main Street |
| <b>Entity Type:</b> Business      | Saskatoon, Saskatchewan               |
| <b>Name:</b> McDougall Gauley LLP | S7H0J6<br>Canada                      |

#### Creditor

|                                         |                       |
|-----------------------------------------|-----------------------|
| <b>Item #:</b> 1                        | <b>Address:</b> SK-14 |
| <b>Party ID:</b> 154513572-1            | Asquith, Saskatchewan |
| <b>Entity Type:</b> Business            | S0K0G6                |
| <b>Name:</b> FRP/Mocoat Fibreglass Ltd. | Canada                |

#### Debtor

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> 33 Mulloch Street |
| <b>Party ID:</b> 154513573-1      | Kronau, Saskatchewan              |
| <b>Entity Type:</b> Business      | S0G2T0                            |
| <b>Name:</b> Western Potash Corp. | Canada                            |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 25-Jun-2025 12:00:40  
**Judgment Date:** 13-Jun-2025

**Registration #:** 302707881

**Expiry Date:** 13-Jun-2035

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** KBG-BF-00059-2025  
**Judicial Centre:** Battleford  
**Amount:** \$130,280.59

#### Registrant

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>Party ID:</b> 152543794-1     | <b>Address:</b> 5018 - 50 Avenue |
| <b>Entity Type:</b> Business     | LLOYDMINSTER, Alberta            |
| <b>Name:</b> Revering Law Office | T9V0W7                           |
|                                  | Canada                           |

#### Creditor

|                                              |                           |
|----------------------------------------------|---------------------------|
| <b>Item #:</b> 1                             | <b>Address:</b> Box 10719 |
| <b>Party ID:</b> 154638112-1                 | Lloydminster, Alberta     |
| <b>Entity Type:</b> Business                 | T9V3A7                    |
| <b>Name:</b> Renown Down Hole Solutions Inc. | Canada                    |

#### Debtor

|                                   |                                               |
|-----------------------------------|-----------------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> c/o 1500 - 1874 Scarth Street |
| <b>Party ID:</b> 154638113-1      | Regina, Saskatchewan                          |
| <b>Entity Type:</b> Business      | S4P4E9                                        |
| <b>Name:</b> Western Potash Corp. | Canada                                        |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 06-Nov-2025 14:09:37  
**Judgment Date:** 29-Oct-2025

**Registration #:** 302761439  
**Expiry Date:** 29-Oct-2035

**Event Type:** Amendment  
**Transaction Reason:** Regular

#### Notations

**Court #:** KBG-RG-02123-2024  
**Judicial Centre:** Regina  
**Amount:** \$316,578.41

#### Registrant

|                     |                         |                 |                                  |
|---------------------|-------------------------|-----------------|----------------------------------|
| <b>Party ID:</b>    | 151597052-1             | <b>Address:</b> | 600-105 TWENTY FIRST STREET EAST |
| <b>Entity Type:</b> | Business                |                 | SASKATOON, Saskatchewan          |
| <b>Name:</b>        | ROBERTSON STROMBERG LLP |                 | S7K0B3                           |
|                     |                         |                 | Canada                           |

#### Creditor

|                     |                      |                 |                              |
|---------------------|----------------------|-----------------|------------------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | #30 - 318 Gladstone Crescent |
| <b>Party ID:</b>    | 154731222-1          |                 | Saskatoon, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S7P0C7                       |
| <b>Name:</b>        | Team Power Solutions |                 | Canada                       |

#### Debtor

|                     |                      |                 |                      |
|---------------------|----------------------|-----------------|----------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | Box 246              |
| <b>Party ID:</b>    | 154731223-1          |                 | Kronau, Saskatchewan |
| <b>Entity Type:</b> | Business             |                 | S0G2T0               |
| <b>Name:</b>        | Western Potash Corp. |                 | Canada               |

#### Serial Property

|                     |                   |                   |                           |
|---------------------|-------------------|-------------------|---------------------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2018                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Nissan                    |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Model:</b>     | Titan 5.6 SV Crew Cab 4WD |
| <b>Override:</b>    | No                | <b>Color:</b>     | White                     |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2013                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Dodge                     |
| <b>Serial #:</b>    | 1C6RR7KG3DS612453 | <b>Model:</b>     | Ram 1500 Crew Cab         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                           |
| <b>Item #:</b>      | 3                 | <b>Year:</b>      | 2023                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | John Deere                |
| <b>Serial #:</b>    | 1T0325GKAPJ453460 | <b>Model:</b>     | 325G                      |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                           |



## Saskatchewan Personal Property Registry Search Result

|                                                                                                                     |                                                                                             |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Item #:</b> 4<br><b>Serial Type:</b> Motor Vehicle<br><b>Serial #:</b> A5KC2GDBCPG081263<br><b>Override:</b> Yes | <b>Year:</b> 2023<br><b>Make/Desc:</b> KUBOTA<br><b>Model:</b> #RTV-X1100C<br><b>Color:</b> |
| <b>Item #:</b> 5<br><b>Serial Type:</b> Motor Vehicle<br><b>Serial #:</b> A5KC2GDBCPG081098<br><b>Override:</b> Yes | <b>Year:</b> 2023<br><b>Make/Desc:</b> KUBOTA<br><b>Model:</b> #RTV-X1100C<br><b>Color:</b> |

### General Property

All of the personal property and lands of the debtor within Saskatchewan.

## History - Setup

|                                                                    |                                  |
|--------------------------------------------------------------------|----------------------------------|
| <b>Registration Type:</b> Enforcement Charge - Provincial Judgment | <b>Registration #:</b> 302761439 |
| <b>Registration Date:</b> 06-Nov-2025 14:09:37                     | <b>Transaction #:</b> 1          |
| <b>Judgment Date:</b> 29-Oct-2025                                  | <b>Expiry Date:</b> 29-Oct-2035  |
| <br>                                                               |                                  |
| <b>Event Type:</b> Setup                                           |                                  |
| <b>Transaction Reason:</b> Regular                                 |                                  |

### Notations

**Court #:** KBG-RG-02123-2024  
**Judicial Centre:** Regina  
**Amount:** \$316,578.41

### Registrant

|                                      |                                                  |
|--------------------------------------|--------------------------------------------------|
| <b>Party ID:</b> 151597052-1         | <b>Address:</b> 600-105 TWENTY FIRST STREET EAST |
| <b>Entity Type:</b> Business         | SASKATOON, Saskatchewan                          |
| <b>Name:</b> ROBERTSON STROMBERG LLP | S7K0B3<br>Canada                                 |

### Creditor

|                                   |                                              |
|-----------------------------------|----------------------------------------------|
| <b>Item #:</b> 1                  | <b>Address:</b> #30 - 318 Gladstone Crescent |
| <b>Party ID:</b> 154731222-1      | Saskatoon, Saskatchewan                      |
| <b>Entity Type:</b> Business      | S7P0C7                                       |
| <b>Name:</b> Team Power Solutions | Canada                                       |

### Debtor

|                                   |                         |
|-----------------------------------|-------------------------|
| <b>Item #:</b> 1                  | <b>Address:</b> Box 246 |
| <b>Party ID:</b> 154731223-1      | Kronau, Saskatchewan    |
| <b>Entity Type:</b> Business      | S0G2T0                  |
| <b>Name:</b> Western Potash Corp. | Canada                  |





## Saskatchewan Personal Property Registry Search Result

### Serial Property

|                     |                   |                   |                           |
|---------------------|-------------------|-------------------|---------------------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2018                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Nissan                    |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Model:</b>     | Titan 5.6 SV Crew Cab 4WD |
| <b>Override:</b>    | No                | <b>Color:</b>     | White                     |

### General Property

All of the personal property and lands of the debtor within Saskatchewan.

## History - Amendment

**Amendment Date:** 06-Nov-2025 14:34:05

**Registration #:** 302761439

**Transaction #:** 2

**Event Type:** Amendment

**Transaction Reason:** Regular

### Registrant

|                     |                         |                 |                                  |
|---------------------|-------------------------|-----------------|----------------------------------|
| <b>Party ID:</b>    | 151597052-1             | <b>Address:</b> | 600-105 TWENTY FIRST STREET EAST |
| <b>Entity Type:</b> | Business                |                 | SASKATOON, Saskatchewan          |
| <b>Name:</b>        | ROBERTSON STROMBERG LLP |                 | S7K0B3                           |
|                     |                         |                 | Canada                           |

### Serial Property

|                     |                   |                   |                   |
|---------------------|-------------------|-------------------|-------------------|
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2013              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Dodge             |
| <b>Serial #:</b>    | 1C6RR7KG3DS612453 | <b>Model:</b>     | Ram 1500 Crew Cab |
| <b>Override:</b>    | No                | <b>Color:</b>     |                   |
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 3                 | <b>Year:</b>      | 2023              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | John Deere        |
| <b>Serial #:</b>    | 1T0325GKAPJ453460 | <b>Model:</b>     | 325G              |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                   |
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 4                 | <b>Year:</b>      | 2023              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA            |
| <b>Serial #:</b>    | A5KC2GDBCPG081263 | <b>Model:</b>     | #RTV-X1100C       |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                   |
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 5                 | <b>Year:</b>      | 2023              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA            |
| <b>Serial #:</b>    | A5KC2GDBCPG081098 | <b>Model:</b>     | #RTV-X1100C       |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                   |



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 03-Dec-2025 09:50:51  
**Judgment Date:** 25-Nov-2025

**Registration #:** 302770835  
**Expiry Date:** 25-Nov-2035

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** To register Judgment

#### Notations

**Court #:** KBG-YT-00155-2025  
**Judicial Centre:** Yorkton  
**Amount:** \$32,302.08

#### Registrant

|                     |                     |                 |                             |
|---------------------|---------------------|-----------------|-----------------------------|
| <b>Party ID:</b>    | 151367542-1         | <b>Address:</b> | 36 4TH AVE. N. , DRAWER 188 |
| <b>Entity Type:</b> | Business            |                 | YORKTON, SASK               |
| <b>Name:</b>        | LELAND CAMPBELL LLP |                 | S3N2V7                      |
|                     |                     |                 | Canada                      |

#### Creditor

|                     |                        |                 |                   |
|---------------------|------------------------|-----------------|-------------------|
| <b>Item #:</b>      | 1                      | <b>Address:</b> | 110 - 11th Street |
| <b>Party ID:</b>    | 154748058-1            |                 | Brandon, Manitoba |
| <b>Entity Type:</b> | Business               |                 | R7A4J4            |
| <b>Name:</b>        | Longshot Services Ltd. |                 | Canada            |

#### Debtor

|                     |                      |                 |                      |
|---------------------|----------------------|-----------------|----------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | PO Box 246           |
| <b>Party ID:</b>    | 154748059-1          |                 | Kronau, Saskatchewan |
| <b>Entity Type:</b> | Business             |                 | S0G2T0               |
| <b>Name:</b>        | Western Potash Corp. |                 | Canada               |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 10-Mar-2026 15:52:36  
**Judgment Date:** 04-Mar-2026

**Registration #:** 302802443  
**Expiry Date:** 04-Mar-2036

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** 00509  
**Judicial Centre:** Regina  
**Amount:** \$301,991.29

#### Registrant

|                     |                                         |                 |                    |
|---------------------|-----------------------------------------|-----------------|--------------------|
| <b>Party ID:</b>    | 150007761-1                             | <b>Address:</b> | 2350 ALBERT STREET |
| <b>Entity Type:</b> | Business                                |                 | REGINA, SK         |
| <b>Name:</b>        | SASKATCHEWAN FINANCE - REVENUE DIVISION |                 | S4P4A6             |
|                     |                                         |                 | Canada             |

#### Creditor

|                     |                                         |                 |                    |
|---------------------|-----------------------------------------|-----------------|--------------------|
| <b>Item #:</b>      | 1                                       | <b>Address:</b> | 2350 ALBERT STREET |
| <b>Party ID:</b>    | 150007761-1                             |                 | REGINA, SK         |
| <b>Entity Type:</b> | Business                                |                 | S4P4A6             |
| <b>Name:</b>        | SASKATCHEWAN FINANCE - REVENUE DIVISION |                 | Canada             |

#### Debtor

|                     |                      |                 |                      |
|---------------------|----------------------|-----------------|----------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | PO BOX 246           |
| <b>Party ID:</b>    | 154803121-1          |                 | KRONAU, Saskatchewan |
| <b>Entity Type:</b> | Business             |                 | S0G2T0               |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada               |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 12-Aug-2026 15:58:18  
**Judgment Date:** 23-Jul-2026

**Registration #:** 302865458

**Expiry Date:** 23-Jul-2036

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** Registration of default Judgment.

#### Notations

**Court #:** KBG-RG-01516-2025  
**Judicial Centre:** REGINA  
**Amount:** \$795,503.24

#### Registrant

|                     |                    |                 |                         |
|---------------------|--------------------|-----------------|-------------------------|
| <b>Party ID:</b>    | 152185255-1        | <b>Address:</b> | 600, 2103 - 11th Avenue |
| <b>Entity Type:</b> | Business           |                 | Regina, Saskatchewan    |
| <b>Name:</b>        | Miller Thomson LLP |                 | S4P3Z8                  |
|                     |                    |                 | Canada                  |

#### Creditor

|                     |                         |                 |                          |
|---------------------|-------------------------|-----------------|--------------------------|
| <b>Item #:</b>      | 1                       | <b>Address:</b> | 1500, 1881 SCARTH STREET |
| <b>Party ID:</b>    | 154909927-1             |                 | REGINA, Saskatchewan     |
| <b>Entity Type:</b> | Business                |                 | S4P4K9                   |
| <b>Name:</b>        | BIRD CONSTRUCTION GROUP |                 | Canada                   |

#### Debtor

|                     |                      |                 |                           |
|---------------------|----------------------|-----------------|---------------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | BOX 246                   |
| <b>Party ID:</b>    | 154233907-1          |                 | KRONAU, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S0G2T0                    |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada                    |
| <b>* Item #:</b>    | 2                    | <b>Address:</b> | 1500 - 1874 SCARTH STREET |
| <b>Party ID:</b>    | 154909928-1          |                 | REGINA, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S4P4E9                    |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada                    |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.  
 All present and after-acquired personal property of every item, kind and description and all present and future proceeds thereof described as all present and after-acquired personal property of every item, kind and description.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Commercial Lien  
**Registration Date:** 15-Apr-2020 10:38:55

**Registration #:** 302022653  
**Expiry Date:** 15-Apr-2030

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** Injection Packages for Multiple Chemicals PO#656699-P-56780

#### Registrant

|                                        |                                   |
|----------------------------------------|-----------------------------------|
| <b>Party ID:</b> 153435896-1           | <b>Address:</b> 9612-60 Avenue NW |
| <b>Entity Type:</b> Business           | Edmonton, Alberta                 |
| <b>Name:</b> Wave Control Systems Ltd. | T6E0C1<br>Canada                  |

#### Secured Party

|                                        |                                   |
|----------------------------------------|-----------------------------------|
| <b>Item #:</b> 1                       | <b>Address:</b> 9612-60 Avenue NW |
| <b>Party ID:</b> 153435896-1           | Edmonton, Alberta                 |
| <b>Entity Type:</b> Business           | T6E0C1                            |
| <b>Name:</b> Wave Control Systems Ltd. | Canada                            |

#### Debtor Party

|                                  |                                             |
|----------------------------------|---------------------------------------------|
| <b>* Item #:</b> 1               | <b>Address:</b> Suite 610, 2010 - 11 Avenue |
| <b>Party ID:</b> 153435897-1     | Regina, Saskatchewan                        |
| <b>Entity Type:</b> Business     | S4P0J3                                      |
| <b>Name:</b> Western Potash Corp | Canada                                      |

#### General Property

The following is a description of the equipment supplied by Wave Control Ltd to Western Potash Corp.

WSC-18101040A -1 Injection Package  
 WSC-18101040B-1 ~220 BBL Single Wall Tank  
 WSC-18101040C-1 Base Structural Skid  
 WSC-18101040D -1 Injection Package  
 WSC-18101040E-1 ~220 BBL Single Wall Tank  
 WSC-18101040F-1 Base Structural Skid  
 WSC-18101040G -1 Injection Package  
 WSC-18101040H-1 ~2200 Litres Single Wall Tank  
 WSC-18101040J-1 Base Structural Skid  
 et. al.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:27:34

**Registration #:** 302290975

**Expiry Date:** Infinity

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                                                                                   |                                                                                       |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Party ID:</b> 150242056-1<br><b>Entity Type:</b> Business<br><b>Name:</b> KANUKA THURINGER LLP | <b>Address:</b> 1400-2500 VICTORIA AVENUE<br>REGINA, Saskatchewan<br>S4P3X2<br>Canada |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

#### Secured Party

|                                                                                                                       |                                                                      |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Party ID:</b> 153910119-1<br><b>Entity Type:</b> Business<br><b>Name:</b> WPC (JERSEY) LIMITED | <b>Address:</b> 47 Esplanade<br>St Helier, Jersey<br>JE10BD<br>Other |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|

#### Debtor Party

|                                                                                                                                  |                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>* Item #:</b> 1<br><b>Party ID:</b> 153910139-1<br><b>Entity Type:</b> Business<br><b>Name:</b> Western Potash Holdings Corp. | <b>Address:</b> PO Box 246, Kronau PO<br>Kronau, Saskatchewan<br>S0G2T0<br>Canada |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.



## Saskatchewan Personal Property Registry Search Result

### Current - Exact

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:27:34

**Registration #:** 302290975

**Expiry Date:** Infinity

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>Party ID:</b> 150242056-1      | <b>Address:</b> 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> Business      | REGINA, Saskatchewan                      |
| <b>Name:</b> KANUKA THURINGER LLP | S4P3X2<br>Canada                          |

#### Secured Party

|                                   |                              |
|-----------------------------------|------------------------------|
| <b>Item #:</b> 1                  | <b>Address:</b> 47 Esplanade |
| <b>Party ID:</b> 153910119-1      | St Helier, Jersey            |
| <b>Entity Type:</b> Business      | JE10BD                       |
| <b>Name:</b> WPC (JERSEY) LIMITED | Other                        |

#### Debtor Party

|                                            |                                       |
|--------------------------------------------|---------------------------------------|
| <b>* Item #:</b> 1                         | <b>Address:</b> PO Box 246, Kronau PO |
| <b>Party ID:</b> 153910139-1               | Kronau, Saskatchewan                  |
| <b>Entity Type:</b> Business               | S0G2T0                                |
| <b>Name:</b> Western Potash Holdings Corp. | Canada                                |

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Commercial Lien  
**Registration Date:** 15-Apr-2020 10:38:55

**Registration #:** 302022653  
**Expiry Date:** 15-Apr-2030

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** Injection Packages for Multiple Chemicals PO#656699-P-56780

#### Registrant

|                                        |                                   |
|----------------------------------------|-----------------------------------|
| <b>Party ID:</b> 153435896-1           | <b>Address:</b> 9612-60 Avenue NW |
| <b>Entity Type:</b> Business           | Edmonton, Alberta                 |
| <b>Name:</b> Wave Control Systems Ltd. | T6E0C1<br>Canada                  |

#### Secured Party

|                                        |                                   |
|----------------------------------------|-----------------------------------|
| <b>Item #:</b> 1                       | <b>Address:</b> 9612-60 Avenue NW |
| <b>Party ID:</b> 153435896-1           | Edmonton, Alberta                 |
| <b>Entity Type:</b> Business           | T6E0C1                            |
| <b>Name:</b> Wave Control Systems Ltd. | Canada                            |

#### Debtor Party

|                                  |                                             |
|----------------------------------|---------------------------------------------|
| <b>* Item #:</b> 1               | <b>Address:</b> Suite 610, 2010 - 11 Avenue |
| <b>Party ID:</b> 153435897-1     | Regina, Saskatchewan                        |
| <b>Entity Type:</b> Business     | S4P0J3                                      |
| <b>Name:</b> Western Potash Corp | Canada                                      |

#### General Property

The following is a description of the equipment supplied by Wave Control Ltd to Western Potash Corp.

WSC-18101040A -1 Injection Package  
 WSC-18101040B-1 ~220 BBL Single Wall Tank  
 WSC-18101040C-1 Base Structural Skid  
 WSC-18101040D -1 Injection Package  
 WSC-18101040E-1 ~220 BBL Single Wall Tank  
 WSC-18101040F-1 Base Structural Skid  
 WSC-18101040G -1 Injection Package  
 WSC-18101040H-1 ~2200 Litres Single Wall Tank  
 WSC-18101040J-1 Base Structural Skid  
 et. al.





## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 20-Mar-2020 17:31:04

**Registration #:** 302017338  
**Expiry Date:** 20-Mar-2030

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                 |                                             |
|---------------------------------|---------------------------------------------|
| <b>Party ID:</b> 153426876-1    | <b>Address:</b> BOX 879, 401 HIGHWAY #4 S., |
| <b>Entity Type:</b> Business    | BIGGAR, Saskatchewan                        |
| <b>Name:</b> AGI ENVIROTANK LTD | S0K0M0                                      |
|                                 | Canada                                      |

#### Secured Party

|                                 |                                             |
|---------------------------------|---------------------------------------------|
| <b>Item #:</b> 1                | <b>Address:</b> BOX 879, 401 HIGHWAY #4 S., |
| <b>Party ID:</b> 153426876-1    | BIGGAR, Saskatchewan                        |
| <b>Entity Type:</b> Business    | S0K0M0                                      |
| <b>Name:</b> AGI ENVIROTANK LTD | Canada                                      |

#### Debtor Party

|                                   |                                              |
|-----------------------------------|----------------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> SUITE 610 - 2010 11TH AVENUE |
| <b>Party ID:</b> 153426877-1      | REGINA, Saskatchewan                         |
| <b>Entity Type:</b> Business      | S4P0J3                                       |
| <b>Name:</b> WESTERN POTASH CORP. | Canada                                       |

#### General Property

TANK 032003 - TAG NUMBER 3100-TK-0018 BRINE TANK SW VERTICAL API-650 MODIFIED TANK  
 TANK 032004 - TAG NUMBER 3100-TK-0022 DREDGE SURGE TANK SW VERTICAL API-650 MODIFIED DUPLEX TANK  
 WITH GRIZZLY BOX TAG NUMBER - 3100-GR-0023 GRIZZLY BOX SCREEN  
 TANK 032006 - TAG NUMBER 3100-TK-0060 PROCESS WATER TANK SW VERTICAL API-650 MODIFIED TANK

Extra Information:

CUSTOMER HAS NOT PAID ANY OF THE INVOICED AMOUNTS FOR THESE TANKS.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 16-Sep-2021 13:30:36  
**Judgment Date:** 07-Sep-2021

**Registration #:** 302212045  
**Expiry Date:** 07-Sep-2031

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** Q.B. No. 1436 of 202  
**Judicial Centre:** Regina  
**Amount:** \$149,896.18

#### Registrant

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Party ID:</b> 152330264-1      | <b>Address:</b> 500 - 616 Main Street |
| <b>Entity Type:</b> Business      | Saskatoon, Saskatchewan               |
| <b>Name:</b> McDougall Gauley LLP | S7H0J6<br>Canada                      |

#### Creditor

|                                       |                                                                 |
|---------------------------------------|-----------------------------------------------------------------|
| <b>Item #:</b> 1                      | <b>Address:</b> c/o McDougall Gauley LLP, 500 - 616 Main Street |
| <b>Party ID:</b> 153769171-1          | SASKATOON, Saskatchewan                                         |
| <b>Entity Type:</b> Business          | S7H0J6                                                          |
| <b>Name:</b> Air Chek Industries Inc. | Canada                                                          |

#### Debtor

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> 1500 - 1874 Scarth Street |
| <b>Party ID:</b> 153769172-1      | REGINA, Saskatchewan                      |
| <b>Entity Type:</b> Business      | S4P4E9                                    |
| <b>Name:</b> Western Potash Corp. | Canada                                    |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 16-Sep-2021 13:39:51  
**Judgment Date:** 07-Sep-2021

**Registration #:** 302212051  
**Expiry Date:** 07-Sep-2031

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** QB 1436 of 2020  
**Judicial Centre:** Regina  
**Amount:** \$142,789.55

#### Registrant

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Party ID:</b> 152330264-1      | <b>Address:</b> 500 - 616 Main Street |
| <b>Entity Type:</b> Business      | Saskatoon, Saskatchewan               |
| <b>Name:</b> McDougall Gauley LLP | S7H0J6<br>Canada                      |

#### Creditor

|                                     |                                                                 |
|-------------------------------------|-----------------------------------------------------------------|
| <b>Item #:</b> 1                    | <b>Address:</b> c/o McDougall Gauley LLP, 500 - 616 Main Street |
| <b>Party ID:</b> 153769182-1        | SASKATOON, Saskatchewan                                         |
| <b>Entity Type:</b> Business        | S7H0J6                                                          |
| <b>Name:</b> Ice Western Sales Ltd. | Canada                                                          |

#### Debtor

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> 1500 - 1874 Scarth Street |
| <b>Party ID:</b> 153769172-1      | REGINA, Saskatchewan                      |
| <b>Entity Type:</b> Business      | S4P4E9                                    |
| <b>Name:</b> Western Potash Corp. | Canada                                    |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:23:09

**Registration #:** 302290965

**Expiry Date:** Infinity

**Event Type:** Amendment

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>Party ID:</b> 150242056-1      | <b>Address:</b> 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> Business      | REGINA, Saskatchewan                      |
| <b>Name:</b> KANUKA THURINGER LLP | S4P3X2<br>Canada                          |

#### Secured Party

|                                   |                              |
|-----------------------------------|------------------------------|
| <b>Item #:</b> 1                  | <b>Address:</b> 47 Esplanade |
| <b>Party ID:</b> 153910119-1      | St Helier, Jersey            |
| <b>Entity Type:</b> Business      | JE10BD                       |
| <b>Name:</b> WPC (JERSEY) LIMITED | Other                        |

#### Debtor Party

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> PO Box 246, Kronau PO |
| <b>Party ID:</b> 153910120-1      | Kronau, Saskatchewan                  |
| <b>Entity Type:</b> Business      | S0G2T0                                |
| <b>Name:</b> WESTERN POTASH CORP. | Canada                                |

#### Serial Property

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>Item #:</b> 1                   | <b>Year:</b> 2013               |
| <b>Serial Type:</b> Motor Vehicle  | <b>Make/Desc:</b> Dodge         |
| <b>Serial #:</b> 1C6RR7KG3DS612453 | <b>Model:</b> Ram 1500 Crew Cab |
| <b>Override:</b> No                | <b>Color:</b>                   |
|                                    |                                 |
| <b>Item #:</b> 2                   | <b>Year:</b> 2018               |
| <b>Serial Type:</b> Motor Vehicle  | <b>Make/Desc:</b> Nissan        |
| <b>Serial #:</b> 1N6AA1EJ3JN515178 | <b>Model:</b> Titan 5.6         |
| <b>Override:</b> No                | <b>Color:</b>                   |

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

### History - Setup

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:23:09

**Registration #:** 302290965

**Transaction #:** 1

**Expiry Date:** Infinity



## Saskatchewan Personal Property Registry Search Result

Event Type: Setup  
Transaction Reason: Regular

### Notations

Trust Indenture: No

#### Registrant

|                     |                      |                 |                           |
|---------------------|----------------------|-----------------|---------------------------|
| <b>Party ID:</b>    | 150242056-1          | <b>Address:</b> | 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> | Business             |                 | REGINA, Saskatchewan      |
| <b>Name:</b>        | KANUKA THURINGER LLP |                 | S4P3X2<br>Canada          |

#### Secured Party

|                     |                      |                 |                   |
|---------------------|----------------------|-----------------|-------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | 47 Esplanade      |
| <b>Party ID:</b>    | 153910119-1          |                 | St Helier, Jersey |
| <b>Entity Type:</b> | Business             |                 | JE10BD            |
| <b>Name:</b>        | WPC (JERSEY) LIMITED |                 | Other             |

#### Debtor Party

|                     |                      |                 |                       |
|---------------------|----------------------|-----------------|-----------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | PO Box 246, Kronau PO |
| <b>Party ID:</b>    | 153910120-1          |                 | Kronau, Saskatchewan  |
| <b>Entity Type:</b> | Business             |                 | S0G2T0                |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada                |

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

## History - Amendment

Amendment Date: 12-May-2022 15:47:55

Registration #: 302290965

Transaction #: 2

Event Type: Amendment  
Transaction Reason: Regular

#### Registrant

|                     |                      |                 |                           |
|---------------------|----------------------|-----------------|---------------------------|
| <b>Party ID:</b>    | 150242056-1          | <b>Address:</b> | 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> | Business             |                 | REGINA, Saskatchewan      |
| <b>Name:</b>        | KANUKA THURINGER LLP |                 | S4P3X2<br>Canada          |

#### Serial Property

|                     |                   |                   |                   |
|---------------------|-------------------|-------------------|-------------------|
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2013              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Dodge             |
| <b>Serial #:</b>    | 1C6RR7KG3DS612453 | <b>Model:</b>     | Ram 1500 Crew Cab |
| <b>Override:</b>    | No                | <b>Color:</b>     |                   |



## Saskatchewan Personal Property Registry Search Result

|                     |                   |                   |           |
|---------------------|-------------------|-------------------|-----------|
| <b>Action:</b>      | Add               | <b>Year:</b>      | 2018      |
| <b>Item #:</b>      | 2                 | <b>Make/Desc:</b> | Nissan    |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Model:</b>     | Titan 5.6 |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Color:</b>     |           |
| <b>Override:</b>    | No                |                   |           |

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## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 02-Oct-2023 08:37:56

**Registration #:** 302470493

**Expiry Date:** 02-Oct-2028

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                                                                                  |                                                                                        |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Party ID:</b> 152187748-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BRANDT FINANCE LTD. | <b>Address:</b> P.O. BOX 3856, HWY #1 EAST<br>REGINA, Saskatchewan<br>S4P3R8<br>Canada |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

#### Secured Party

|                                                                                                                      |                                                                                        |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Party ID:</b> 152187748-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BRANDT FINANCE LTD. | <b>Address:</b> P.O. BOX 3856, HWY #1 EAST<br>REGINA, Saskatchewan<br>S4P3R8<br>Canada |
| <b>Item #:</b> 2<br><b>Party ID:</b> 153653335-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BANK OF MONTREAL    | <b>Address:</b> 5750 EXPLORER DRIVE<br>MISSISSAUGA, Ontario<br>L4W0A9<br>Canada        |
| <b>Item #:</b> 3<br><b>Party ID:</b> 152263818-1<br><b>Entity Type:</b> Business<br><b>Name:</b> BRANDT TRACTOR LTD. | <b>Address:</b> BOX 3856 HWY 1<br>REGINA, Saskatchewan<br>S4P3R8<br>Canada             |

#### Debtor Party

|                                                                                                                         |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>* Item #:</b> 1<br><b>Party ID:</b> 154228118-1<br><b>Entity Type:</b> Business<br><b>Name:</b> WESTERN POTASH CORP. | <b>Address:</b> 2010 11TH AVE SUITE 610<br>REGINA, Saskatchewan<br>S4P0J3<br>Canada |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|

#### Serial Property

|                                                                                                                     |                                                                                          |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Serial Type:</b> Motor Vehicle<br><b>Serial #:</b> 1T0325GKAPJ453460<br><b>Override:</b> Yes | <b>Year:</b> 2023<br><b>Make/Desc:</b> JOHN DEERE<br><b>Model:</b> 325G<br><b>Color:</b> |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

#### General Property

COMPACT TRACK LOADER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-Oct-2023 08:36:08

**Registration #:** 302473753

**Expiry Date:** 11-Oct-2026

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                     |                          |                 |                          |
|---------------------|--------------------------|-----------------|--------------------------|
| <b>Party ID:</b>    | 152354290-1              | <b>Address:</b> | 303-110 SHEPPARD AVE. E. |
| <b>Entity Type:</b> | Business                 |                 | TORONTO, Ontario         |
| <b>Name:</b>        | PPSA CANADA INC - (5156) |                 | M2N6Y8                   |
|                     |                          |                 | Canada                   |

#### Secured Party

|                     |                   |                 |                    |
|---------------------|-------------------|-----------------|--------------------|
| <b>Item #:</b>      | 1                 | <b>Address:</b> | 1155 KUBOTA DRIVE  |
| <b>Party ID:</b>    | 153890966-1       |                 | PICKERING, Ontario |
| <b>Entity Type:</b> | Business          |                 | L1X0H4             |
| <b>Name:</b>        | KUBOTA CANADA LTD |                 | Canada             |

#### Debtor Party

|                     |                        |                 |                      |
|---------------------|------------------------|-----------------|----------------------|
| <b>* Item #:</b>    | 1                      | <b>Address:</b> | BOX 246              |
| <b>Party ID:</b>    | 154233907-1            |                 | KRONAU, Saskatchewan |
| <b>Entity Type:</b> | Business               |                 | S0G2T0               |
| <b>Name:</b>        | WESTERN POTASH CORP.   |                 | Canada               |
| <b>Item #:</b>      | 2                      | <b>Address:</b> | BOX 246              |
| <b>Party ID:</b>    | 154233908-1            |                 | KRONAU, Saskatchewan |
| <b>Entity Type:</b> | Business               |                 | S0G2T0               |
| <b>Name:</b>        | WESTERN RESOURCES CORP |                 | Canada               |

#### Serial Property

|                     |                   |                   |             |
|---------------------|-------------------|-------------------|-------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2023        |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA      |
| <b>Serial #:</b>    | A5KC2GDBCPG081263 | <b>Model:</b>     | #RTV-X1100C |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |             |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2023        |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA      |
| <b>Serial #:</b>    | A5KC2GDBCPG081098 | <b>Model:</b>     | #RTV-X1100C |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |             |

#### General Property

2023 KUBOTA #RTV-X1100C A5KC2GDBCPG081263  
2023 KUBOTA #RTV-X1100C A5KC2GDBCPG081098

PRINCIPAL AMOUNT \$72,126.00





## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 19-Dec-2024 09:54:30  
**Judgment Date:** 19-Sep-2024

**Registration #:** 302634056  
**Expiry Date:** 19-Sep-2034

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** KBG-SA-689-2024  
**Judicial Centre:** Saskatoon  
**Amount:** \$59,484.21

#### Registrant

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>Party ID:</b> 152330264-1      | <b>Address:</b> 500 - 616 Main Street |
| <b>Entity Type:</b> Business      | Saskatoon, Saskatchewan               |
| <b>Name:</b> McDougall Gauley LLP | S7H0J6<br>Canada                      |

#### Creditor

|                                         |                       |
|-----------------------------------------|-----------------------|
| <b>Item #:</b> 1                        | <b>Address:</b> SK-14 |
| <b>Party ID:</b> 154513572-1            | Asquith, Saskatchewan |
| <b>Entity Type:</b> Business            | S0K0G6                |
| <b>Name:</b> FRP/Mocoat Fibreglass Ltd. | Canada                |

#### Debtor

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> 33 Mulloch Street |
| <b>Party ID:</b> 154513573-1      | Kronau, Saskatchewan              |
| <b>Entity Type:</b> Business      | S0G2T0                            |
| <b>Name:</b> Western Potash Corp. | Canada                            |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 25-Jun-2025 12:00:40  
**Judgment Date:** 13-Jun-2025

**Registration #:** 302707881  
**Expiry Date:** 13-Jun-2035

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** KBG-BF-00059-2025  
**Judicial Centre:** Battleford  
**Amount:** \$130,280.59

#### Registrant

|                                                                                                  |                                                                               |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Party ID:</b> 152543794-1<br><b>Entity Type:</b> Business<br><b>Name:</b> Revering Law Office | <b>Address:</b> 5018 - 50 Avenue<br>LLOYDMINSTER, Alberta<br>T9V0W7<br>Canada |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

#### Creditor

|                                                                                                                                  |                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Party ID:</b> 154638112-1<br><b>Entity Type:</b> Business<br><b>Name:</b> Renown Down Hole Solutions Inc. | <b>Address:</b> Box 10719<br>Lloydminster, Alberta<br>T9V3A7<br>Canada |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|

#### Debtor

|                                                                                                                         |                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>* Item #:</b> 1<br><b>Party ID:</b> 154638113-1<br><b>Entity Type:</b> Business<br><b>Name:</b> Western Potash Corp. | <b>Address:</b> c/o 1500 - 1874 Scarth Street<br>Regina, Saskatchewan<br>S4P4E9<br>Canada |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 06-Nov-2025 14:09:37  
**Judgment Date:** 29-Oct-2025

**Registration #:** 302761439  
**Expiry Date:** 29-Oct-2035

**Event Type:** Amendment  
**Transaction Reason:** Regular

#### Notations

**Court #:** KBG-RG-02123-2024  
**Judicial Centre:** Regina  
**Amount:** \$316,578.41

#### Registrant

|                     |                         |                 |                                  |
|---------------------|-------------------------|-----------------|----------------------------------|
| <b>Party ID:</b>    | 151597052-1             | <b>Address:</b> | 600-105 TWENTY FIRST STREET EAST |
| <b>Entity Type:</b> | Business                |                 | SASKATOON, Saskatchewan          |
| <b>Name:</b>        | ROBERTSON STROMBERG LLP |                 | S7K0B3<br>Canada                 |

#### Creditor

|                     |                      |                 |                              |
|---------------------|----------------------|-----------------|------------------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | #30 - 318 Gladstone Crescent |
| <b>Party ID:</b>    | 154731222-1          |                 | Saskatoon, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S7P0C7                       |
| <b>Name:</b>        | Team Power Solutions |                 | Canada                       |

#### Debtor

|                     |                      |                 |                      |
|---------------------|----------------------|-----------------|----------------------|
| * <b>Item #:</b>    | 1                    | <b>Address:</b> | Box 246              |
| <b>Party ID:</b>    | 154731223-1          |                 | Kronau, Saskatchewan |
| <b>Entity Type:</b> | Business             |                 | S0G2T0               |
| <b>Name:</b>        | Western Potash Corp. |                 | Canada               |

#### Serial Property

|                     |                   |                   |                           |
|---------------------|-------------------|-------------------|---------------------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2018                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Nissan                    |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Model:</b>     | Titan 5.6 SV Crew Cab 4WD |
| <b>Override:</b>    | No                | <b>Color:</b>     | White                     |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2013                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Dodge                     |
| <b>Serial #:</b>    | 1C6RR7KG3DS612453 | <b>Model:</b>     | Ram 1500 Crew Cab         |
| <b>Override:</b>    | No                | <b>Color:</b>     |                           |
| <b>Item #:</b>      | 3                 | <b>Year:</b>      | 2023                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | John Deere                |
| <b>Serial #:</b>    | 1T0325GKAPJ453460 | <b>Model:</b>     | 325G                      |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                           |



## Saskatchewan Personal Property Registry Search Result

**Item #:** 4  
**Serial Type:** Motor Vehicle  
**Serial #:** A5KC2GDBCPG081263  
**Override:** Yes

**Year:** 2023  
**Make/Desc:** KUBOTA  
**Model:** #RTV-X1100C  
**Color:**

**Item #:** 5  
**Serial Type:** Motor Vehicle  
**Serial #:** A5KC2GDBCPG081098  
**Override:** Yes

**Year:** 2023  
**Make/Desc:** KUBOTA  
**Model:** #RTV-X1100C  
**Color:**

### General Property

All of the personal property and lands of the debtor within Saskatchewan.

## History - Setup

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 06-Nov-2025 14:09:37  
**Judgment Date:** 29-Oct-2025

**Registration #:** 302761439  
**Transaction #:** 1  
**Expiry Date:** 29-Oct-2035

**Event Type:** Setup  
**Transaction Reason:** Regular

### Notations

**Court #:** KBG-RG-02123-2024  
**Judicial Centre:** Regina  
**Amount:** \$316,578.41

### Registrant

|                     |                         |                 |                                  |
|---------------------|-------------------------|-----------------|----------------------------------|
| <b>Party ID:</b>    | 151597052-1             | <b>Address:</b> | 600-105 TWENTY FIRST STREET EAST |
| <b>Entity Type:</b> | Business                |                 | SASKATOON, Saskatchewan          |
| <b>Name:</b>        | ROBERTSON STROMBERG LLP |                 | S7K0B3                           |
|                     |                         |                 | Canada                           |

### Creditor

|                     |                      |                 |                              |
|---------------------|----------------------|-----------------|------------------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | #30 - 318 Gladstone Crescent |
| <b>Party ID:</b>    | 154731222-1          |                 | Saskatoon, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S7P0C7                       |
| <b>Name:</b>        | Team Power Solutions |                 | Canada                       |

### Debtor

|                     |                      |                 |                      |
|---------------------|----------------------|-----------------|----------------------|
| <b>Item #:</b>      | 1                    | <b>Address:</b> | Box 246              |
| <b>Party ID:</b>    | 154731223-1          |                 | Kronau, Saskatchewan |
| <b>Entity Type:</b> | Business             |                 | S0G2T0               |
| <b>Name:</b>        | Western Potash Corp. |                 | Canada               |



## Saskatchewan Personal Property Registry Search Result

### Serial Property

|                     |                   |                   |                           |
|---------------------|-------------------|-------------------|---------------------------|
| <b>Item #:</b>      | 1                 | <b>Year:</b>      | 2018                      |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Nissan                    |
| <b>Serial #:</b>    | 1N6AA1EJ3JN515178 | <b>Model:</b>     | Titan 5.6 SV Crew Cab 4WD |
| <b>Override:</b>    | No                | <b>Color:</b>     | White                     |

### General Property

All of the personal property and lands of the debtor within Saskatchewan.

## History - Amendment

**Amendment Date:** 06-Nov-2025 14:34:05

**Registration #:** 302761439

**Transaction #:** 2

**Event Type:** Amendment

**Transaction Reason:** Regular

### Registrant

|                     |                         |                 |                                  |
|---------------------|-------------------------|-----------------|----------------------------------|
| <b>Party ID:</b>    | 151597052-1             | <b>Address:</b> | 600-105 TWENTY FIRST STREET EAST |
| <b>Entity Type:</b> | Business                |                 | SASKATOON, Saskatchewan          |
| <b>Name:</b>        | ROBERTSON STROMBERG LLP |                 | S7K0B3                           |
|                     |                         |                 | Canada                           |

### Serial Property

|                     |                   |                   |                   |
|---------------------|-------------------|-------------------|-------------------|
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 2                 | <b>Year:</b>      | 2013              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | Dodge             |
| <b>Serial #:</b>    | 1C6RR7KG3DS612453 | <b>Model:</b>     | Ram 1500 Crew Cab |
| <b>Override:</b>    | No                | <b>Color:</b>     |                   |
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 3                 | <b>Year:</b>      | 2023              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | John Deere        |
| <b>Serial #:</b>    | 1T0325GKAPJ453460 | <b>Model:</b>     | 325G              |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                   |
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 4                 | <b>Year:</b>      | 2023              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA            |
| <b>Serial #:</b>    | A5KC2GDBCPG081263 | <b>Model:</b>     | #RTV-X1100C       |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                   |
| <b>Action:</b>      | Add               |                   |                   |
| <b>Item #:</b>      | 5                 | <b>Year:</b>      | 2023              |
| <b>Serial Type:</b> | Motor Vehicle     | <b>Make/Desc:</b> | KUBOTA            |
| <b>Serial #:</b>    | A5KC2GDBCPG081098 | <b>Model:</b>     | #RTV-X1100C       |
| <b>Override:</b>    | Yes               | <b>Color:</b>     |                   |



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 03-Dec-2025 09:50:51  
**Judgment Date:** 25-Nov-2025

**Registration #:** 302770835  
**Expiry Date:** 25-Nov-2035

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** To register Judgment

#### Notations

**Court #:** KBG-YT-00155-2025  
**Judicial Centre:** Yorkton  
**Amount:** \$32,302.08

#### Registrant

|                                  |                                             |
|----------------------------------|---------------------------------------------|
| <b>Party ID:</b> 151367542-1     | <b>Address:</b> 36 4TH AVE. N. , DRAWER 188 |
| <b>Entity Type:</b> Business     | YORKTON, SASK                               |
| <b>Name:</b> LELAND CAMPBELL LLP | S3N2V7                                      |
|                                  | Canada                                      |

#### Creditor

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| <b>Item #:</b> 1                    | <b>Address:</b> 110 - 11th Street |
| <b>Party ID:</b> 154748058-1        | Brandon, Manitoba                 |
| <b>Entity Type:</b> Business        | R7A4J4                            |
| <b>Name:</b> Longshot Services Ltd. | Canada                            |

#### Debtor

|                                   |                            |
|-----------------------------------|----------------------------|
| <b>* Item #:</b> 1                | <b>Address:</b> PO Box 246 |
| <b>Party ID:</b> 154748059-1      | Kronau, Saskatchewan       |
| <b>Entity Type:</b> Business      | S0G2T0                     |
| <b>Name:</b> Western Potash Corp. | Canada                     |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 10-Mar-2026 15:52:36  
**Judgment Date:** 04-Mar-2026

**Registration #:** 302802443  
**Expiry Date:** 04-Mar-2036

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Court #:** 00509  
**Judicial Centre:** Regina  
**Amount:** \$301,991.29

#### Registrant

|                     |                                         |                 |                    |
|---------------------|-----------------------------------------|-----------------|--------------------|
| <b>Party ID:</b>    | 150007761-1                             | <b>Address:</b> | 2350 ALBERT STREET |
| <b>Entity Type:</b> | Business                                |                 | REGINA, SK         |
| <b>Name:</b>        | SASKATCHEWAN FINANCE - REVENUE DIVISION |                 | S4P4A6<br>Canada   |

#### Creditor

|                     |                                         |                 |                    |
|---------------------|-----------------------------------------|-----------------|--------------------|
| <b>Item #:</b>      | 1                                       | <b>Address:</b> | 2350 ALBERT STREET |
| <b>Party ID:</b>    | 150007761-1                             |                 | REGINA, SK         |
| <b>Entity Type:</b> | Business                                |                 | S4P4A6             |
| <b>Name:</b>        | SASKATCHEWAN FINANCE - REVENUE DIVISION |                 | Canada             |

#### Debtor

|                     |                      |                 |                      |
|---------------------|----------------------|-----------------|----------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | PO BOX 246           |
| <b>Party ID:</b>    | 154803121-1          |                 | KRONAU, Saskatchewan |
| <b>Entity Type:</b> | Business             |                 | S0G2T0               |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada               |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Enforcement Charge - Provincial Judgment  
**Registration Date:** 12-Aug-2026 15:58:18  
**Judgment Date:** 23-Jul-2026

**Registration #:** 302865458

**Expiry Date:** 23-Jul-2036

**Event Type:** Setup  
**Transaction Reason:** Regular

**Transaction Description:** Registration of default Judgment.

#### Notations

**Court #:** KBG-RG-01516-2025  
**Judicial Centre:** REGINA  
**Amount:** \$795,503.24

#### Registrant

|                     |                    |                 |                         |
|---------------------|--------------------|-----------------|-------------------------|
| <b>Party ID:</b>    | 152185255-1        | <b>Address:</b> | 600, 2103 - 11th Avenue |
| <b>Entity Type:</b> | Business           |                 | Regina, Saskatchewan    |
| <b>Name:</b>        | Miller Thomson LLP |                 | S4P3Z8                  |
|                     |                    |                 | Canada                  |

#### Creditor

|                     |                         |                 |                          |
|---------------------|-------------------------|-----------------|--------------------------|
| <b>Item #:</b>      | 1                       | <b>Address:</b> | 1500, 1881 SCARTH STREET |
| <b>Party ID:</b>    | 154909927-1             |                 | REGINA, Saskatchewan     |
| <b>Entity Type:</b> | Business                |                 | S4P4K9                   |
| <b>Name:</b>        | BIRD CONSTRUCTION GROUP |                 | Canada                   |

#### Debtor

|                     |                      |                 |                           |
|---------------------|----------------------|-----------------|---------------------------|
| <b>* Item #:</b>    | 1                    | <b>Address:</b> | BOX 246                   |
| <b>Party ID:</b>    | 154233907-1          |                 | KRONAU, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S0G2T0                    |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada                    |
| <b>* Item #:</b>    | 2                    | <b>Address:</b> | 1500 - 1874 SCARTH STREET |
| <b>Party ID:</b>    | 154909928-1          |                 | REGINA, Saskatchewan      |
| <b>Entity Type:</b> | Business             |                 | S4P4E9                    |
| <b>Name:</b>        | WESTERN POTASH CORP. |                 | Canada                    |

#### General Property

All of the personal property and lands of the debtor within Saskatchewan.  
 All present and after-acquired personal property of every item, kind and description and all present and future proceeds thereof described as all present and after-acquired personal property of every item, kind and description.





## Saskatchewan Personal Property Registry Search Result

**Searching Party:** OnCorp Direct Inc.  
**Search Date:** 17-Aug-2026 13:07:09  
**Search Type:** Standard

**Search #:** 205160881  
**Client Reference:**  
**Control #:**

**Search Criteria**

**Search By:** Business Debtor Name

**Business Name**

0907414 B.C. Ltd.

---

The following list displays all matches & indicates the ones that were selected.

2 Registration(s) Found: Exacts (0) - Similar (2)

| Selected | Match   | Reg #     | Registration Type                       | Debtor Name      | City   | Enforcement<br>Instruction<br>Reg # |
|----------|---------|-----------|-----------------------------------------|------------------|--------|-------------------------------------|
| Yes      | Similar | 302290974 | Personal Property<br>Security Agreement | 0907414 B.C. LTD | Kronau | N/A                                 |
| Yes      | Similar | 302290979 | Personal Property<br>Security Agreement | 0907414 B.C. LTD | Kronau | N/A                                 |



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement

**Registration Date:** 11-May-2022 08:25:54

**Registration #:** 302290974

**Expiry Date:** Infinity

**Event Type:** Setup

**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### Registrant

|                                                                                                   |                                                                                       |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Party ID:</b> 150242056-1<br><b>Entity Type:</b> Business<br><b>Name:</b> KANUKA THURINGER LLP | <b>Address:</b> 1400-2500 VICTORIA AVENUE<br>REGINA, Saskatchewan<br>S4P3X2<br>Canada |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

#### Secured Party

|                                                                                                                       |                                                                      |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Item #:</b> 1<br><b>Party ID:</b> 153910119-1<br><b>Entity Type:</b> Business<br><b>Name:</b> WPC (JERSEY) LIMITED | <b>Address:</b> 47 Esplanade<br>St Helier, Jersey<br>JE10BD<br>Other |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|

#### Debtor Party

|                                                                                                                     |                                                                                   |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>* Item #:</b> 1<br><b>Party ID:</b> 153910137-1<br><b>Entity Type:</b> Business<br><b>Name:</b> 0907414 B.C. LTD | <b>Address:</b> PO Box 246, Kronau PO<br>Kronau, Saskatchewan<br>S0G2T0<br>Canada |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

#### General Property

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.



## Saskatchewan Personal Property Registry Search Result

### Current - Similar

**Registration Type:** Personal Property Security Agreement  
**Registration Date:** 11-May-2022 08:30:38

**Registration #:** 302290979  
**Expiry Date:** Infinity

**Event Type:** Setup  
**Transaction Reason:** Regular

#### Notations

**Trust Indenture:** No

#### **Registrant**

|                                   |                                           |
|-----------------------------------|-------------------------------------------|
| <b>Party ID:</b> 150242056-1      | <b>Address:</b> 1400-2500 VICTORIA AVENUE |
| <b>Entity Type:</b> Business      | REGINA, Saskatchewan                      |
| <b>Name:</b> KANUKA THURINGER LLP | S4P3X2<br>Canada                          |

#### **Secured Party**

|                               |                                                   |
|-------------------------------|---------------------------------------------------|
| <b>Item #:</b> 1              | <b>Address:</b> 170 Chiltern Hill Road, Suite 609 |
| <b>Party ID:</b> 153910145-1  | Toronto, Ontario                                  |
| <b>Entity Type:</b> Business  | M6C0A9                                            |
| <b>Name:</b> WPC ROYALTY CORP | Canada                                            |

#### **Debtor Party**

|                               |                                       |
|-------------------------------|---------------------------------------|
| <b>* Item #:</b> 1            | <b>Address:</b> PO Box 246, Kronau PO |
| <b>Party ID:</b> 153910137-1  | Kronau, Saskatchewan                  |
| <b>Entity Type:</b> Business  | S0G2T0                                |
| <b>Name:</b> 0907414 B.C. LTD | Canada                                |

#### **General Property**

All of the Debtor's present and after-acquired personal property.

Proceeds: goods, chattel paper, investment properties, documents of title, instruments, money and intangibles.

**End of Search Result**



This is **Exhibit “ V ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



**Western Potash Corp.**

PO Box 246, Kronau PO

Kronau Saskatchewan, S0G 2T0, Canada

By email to <jerry@westernresources.com>

**Attention:** Jerry Zhang

23 April 2024

Dear Sir(s)

**Re: Reservation of Rights Letter in connection with the Facility Agreement (defined below)**

Background

We refer to:

- (a) the Facility Agreement dated 28 April 2022, as amended from time to time (as so amended, the "**Facility Agreement**"), between Western Potash Corp. (the "**Borrower**"), as borrower, Western Potash Holdings Corp. and 0907414 B.C. Ltd. ("**Guarantor**"), as guarantors, and WPC (Jersey) Limited (the "**Lender**"), as lender; and
- (b) the reservation of rights letter dated 9 February 2024, issued by the Lender to the Borrower in respect of the Interim Operational Completion Default (as defined therein) (the "**First Reservation of Rights Letter**").

Capitalized terms used but not defined herein have the meanings given to them in the Facility Agreement.

Breaches of the Facility Agreement

In addition to the Interim Operational Completion Default as described in the First Reservation of Rights Letter, the Lender has been made aware that the Borrower has breached certain other of its obligations under the Facility Agreement, including, without limitation:

- (a) one or more of the Obligors have incurred or allowed to remain Financial Indebtedness up to an amount equal to approximately CAD 3.7million as of March 22, 2024, as set out in more detail in Appendix 1, in breach of clause 19.14 of the Facility Agreement;
- (b) the Borrower has informed the Lender that it currently has approximately CAD 1,600,000 on balance in its bank accounts, which is a breach of clause 19.38 of the Facility Agreement as the Borrower has failed to maintain at all times the balance of at least the USD Equivalent of CAD 5,000,000 in its bank accounts (excluding the balance at any time on the Debt Service Reserve Account);
- (c) a builder's lien (no. 102442740) was filed on April 1, 2024 by Coverco Buildings Ltd. for an amount equal to \$104,050.70 against a land interest held by the Guarantor (title number 149110028), as set out in more detail in Appendix 2, in breach of clause 19.5 of the Facility Agreement;
- (d) the Borrower has incurred or committed to incur capital expenditure of more than 10% over the budgeted amounts set forth in the current Approved Project Plan and Operating Budget in breach of clause 19.54 of the Facility Agreement as contemplated by the newly proposed Approved Project Plan

**Appian Capital Advisory LLP**

Registered office:

5th Floor, 45 Pall Mall

London SW1Y 5JG

[www.appiancapitaladvisory.com](http://www.appiancapitaladvisory.com)

("Proposed Plan") delivered by the Borrower which is still under consideration, and has yet to be approved, by the Lender; and

- (e) the Borrower has failed to achieve Physical Completion by the Physical Completion Longstop Date of 30 June 2023,

(such Defaults, together with any other Defaults now or hereafter continuing, the "**Subsisting Defaults**").

In addition to, and without limiting, the above, the Borrower has significantly underperformed vis-à-vis its previous Approved Project Plan delivered to the Lender, with construction taking longer and costing more than the initial Operating Budget delivered by the Borrower, and with solution mining efforts falling significantly short of expectations as guidance from technical advisors has been largely incorrect.

We are, of course, disappointed that the strategy recommended by technical advisors and executed by the Borrower's management have led to results well below expectations. The Lender has made significant accommodations, without obligation to do so, to support the Borrower's operational and liquidity challenges.

#### Information Provided by the Borrower

The Borrower has prepared a new Proposed Plan, which we are reviewing to determine if further accommodations can be supported, including in view of our duty to our investors that we must uphold. It will take time to diligently analyse the new Proposed Plan, and we look forward to being granted full access to the required information to perform our due diligence.

We understand that the Borrower is making efforts to raise additional subordinated capital to strengthen its liquidity to support the Proposed Plan and to pay its outstanding obligations to vendors. We look forward to being kept informed of such efforts to raise subordinated capital.

The Lender's ability to make future accommodations will rely heavily on our analysis of the Proposed Plan, including the proposed technical approach, budget, pro forma financial model, and management team.

We must emphasize that while the Agent is reviewing information provided, it is also reviewing all other options and remedies available concurrently as a result of the Subsisting Defaults, and has not agreed to any interim accommodation at this time.

#### Reservation of Rights

We wish to confirm that the Lender has not waived any of the Subsisting Defaults, and that the Lender expressly reserves all of its rights, powers, privileges and remedies under the Facility Agreement, the other Finance Documents, applicable law or otherwise. The Lender may elect to exercise any or all such rights, powers, privileges and remedies in its sole discretion, at any time hereafter, without the necessity of any further notice, demand or other action on the part of the Lender, in accordance with the Facility Agreement and the other Finance Documents.

This letter is written under reserve of, and without prejudice to, all of the rights, remedies and recourses of the Lender under the Finance Documents, and nothing herein, nor the holding of any discussions or correspondence between or among the Lender and any of the Obligors regarding a potential resolution of any of the Subsisting Defaults, nor any failure of the Lender to exercise any rights, powers, privileges and remedies under the Facility Agreement, the other Finance Documents, applicable law or otherwise, can or shall be construed to be interpreted as (a) a waiver of any of the Subsisting Defaults or any other Default or Event of Default which may have occurred or is continuing as of the date of this letter or which may occur after the date of this letter; and (b) as an agreement on the Lender's part to waive or forbear any of its rights or remedies under the Facility Agreement, the other Finance Documents, applicable law or otherwise concerning any Subsisting Default or concerning any other Default or Event of Default which may have occurred as a result thereof or is otherwise continuing as of the date hereof or which may occur after the date hereof.

For the avoidance of doubt, this letter is supplementary to, and does not override any of the Lender's reservation of rights as set out in, the First Reservation of Rights Letter.

General

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The provisions of clauses 35 (*Governing law*) and 36 (*Enforcement*) of the Facility Agreement shall be incorporated into this letter as if set out in full herein and as if references in those clauses to "this Agreement" are references to this letter.

We remain available to continue discussions on the Obligors' proposed path forward in view of the Subsisting Defaults with you. Should you have any questions with respect to the foregoing, please feel free to contact us.

Yours sincerely,

WPC (JERSEY) LIMITED

Per: \_\_\_\_\_  
Name:  
Title:



**Appendix 1**  
**Financial Indebtedness incurred by the Obligors as of March 22, 2024**

| Vendor                                   | Current      | 0-30 Days    | 31-60 Days   | 61-90 Days | Over 90 Days | Total over Due | Total payable |
|------------------------------------------|--------------|--------------|--------------|------------|--------------|----------------|---------------|
| Stampede Drilling Inc.                   | 167,589.60   | 568,750.80   | 345,786.00   | -          | -            | 914,536.80     | 1,082,126.40  |
| BIRD CONSTRUCTION GROUP                  | -            | -            | -            | -          | 488,286.24   | 488,286.24     | 488,286.24    |
| Team Power Solutions                     | -            | -            | 290,936.25   | -          | -            | 290,936.25     | 290,936.25    |
| Noble Construction Corp                  | 9,329.64     | 97,163.19    | 135,791.19   | -          | -            | 232,954.38     | 242,284.02    |
| Artisan Consulting Services (2023) Ltd   | 165,886.37   | -            | -            | -          | -            | -              | 165,886.37    |
| Integrity Oilfield Hauling Ltd.          | 102,216.06   | 56,070.00    | -            | -          | -            | 56,070.00      | 158,286.06    |
| Advanced Upstream Ltd.                   | -            | 154,224.00   | -            | -          | -            | 154,224.00     | 154,224.00    |
| Western Infrastructure Renewal Inc       | -            | 152,769.40   | -            | -          | -            | 152,769.40     | 152,769.40    |
| March Consulting Associates Inc          | -            | -            | -            | -          | 142,858.36   | 142,858.36     | 142,858.36    |
| Spartan Controls Ltd                     | 64,176.43    | 48,895.50    | 3,001.72     | 24,629.61  | -            | 76,526.83      | 140,703.26    |
| Chinook Scaffold Systems Ltd             | 56,621.83    | -            | 68,181.11    | -          | -            | 68,181.11      | 124,802.94    |
| Kontzamanis Graumann Smith MacMillan Inc | 65,504.72    | 3,706.12     | 4,444.44     | 36,034.86  | -            | 44,185.42      | 109,690.14    |
| Coverco Buildings Ltd.                   | -            | -            | -            | 104,050.70 | -            | 104,050.70     | 104,050.70    |
| Gee Bee Construction                     | -            | -            | -            | -          | 100,389.48   | 100,389.48     | 100,389.48    |
| Independent Well Servicing Ltd           | 93,907.71    | -            | -            | -          | -            | -              | 93,907.71     |
| Inproheat Industries Ltd.                | 90,000.00    | -            | -            | -          | -            | -              | 90,000.00     |
| Allnorth Consultants Limited             | 14,148.53    | -            | 41,943.10    | 24,628.85  | -            | 66,571.95      | 80,720.48     |
| Titanium Tubing Technology Ltd.          | 39,389.24    | 39,584.08    | -            | -          | -            | 39,584.08      | 78,973.32     |
| Stockdales Electric Motor Corp           | -            | -            | -            | 68,869.40  | -            | 68,869.40      | 68,869.40     |
| PERKINELMER SCIENTIFIC CANADA ULC        | -            | -            | 64,018.78    | -          | -            | 64,018.78      | 64,018.78     |
| Renown Downhole Solutions Inc.           | -            | -            | -            | 62,122.40  | -            | 62,122.40      | 62,122.40     |
| FRP / Mocoat Fiberglass Ltd.             | -            | -            | 57,884.18    | -          | -            | 57,884.18      | 57,884.18     |
| Ryzer Door Control Inc.                  | 93.24        | -            | 55,394.55    | -          | -            | 55,394.55      | 55,487.79     |
| APPLIED INDUSTRIAL TECHNOLOGIES LP       | 876.08       | 44,360.45    | -            | -          | -            | 44,360.45      | 45,236.53     |
| Hudseth Power Line Construction          | -            | 42,627.27    | -            | -          | -            | 42,627.27      | 42,627.27     |
| WESCO DISTRIBUTION CANADA LP             | 626.68       | 4,320.31     | 36,552.76    | -          | -            | 40,873.07      | 41,499.75     |
| Eclipse E-line Services Inc.             | 39,590.43    | -            | -            | -          | -            | -              | 39,590.43     |
| WEATHERFORD CANADA LTD.                  | -            | -            | 39,398.63    | -          | -            | 39,398.63      | 39,398.63     |
| North Fringe Industrial Technologies Inc | 594.64       | 11,932.50    | 23,937.15    | -          | -            | 35,869.65      | 36,464.29     |
| Boss Lubricants                          | 10,015.06    | 26,433.23    | -            | -          | -            | 26,433.23      | 36,448.29     |
| Performance Pump Service Ltd             | -            | 24,550.32    | 11,814.90    | -          | -            | 36,365.22      | 36,365.22     |
| Pason Systems Corp.                      | -            | 35,947.35    | -            | -          | -            | 35,947.35      | 35,947.35     |
| THRUTUBING SOLUTIONS                     | 28,092.75    | -            | -            | -          | -            | -              | 28,092.75     |
| GFL Environmental Services Inc.          | 9,752.97     | 17,154.13    | -            | -          | -            | 17,154.13      | 26,907.10     |
| IESP SERVICE                             | 26,622.68    | -            | -            | -          | -            | -              | 26,622.68     |
| Hank's maintenance                       | 1,680.76     | 21,788.31    | -            | -          | -            | 21,788.31      | 23,469.07     |
| Longshot Services                        | 7,280.00     | 7,280.00     | 7,280.00     | -          | -            | 14,560.00      | 21,840.00     |
| Canadian Energy Services LP              | 3,591.00     | -            | -            | 17,171.25  | -            | 17,171.25      | 20,762.25     |
| Forsyth Hauling (2010) Ltd.              | 19,348.69    | -            | -            | -          | -            | -              | 19,348.69     |
| Captive rentals                          | -            | 8,707.96     | 9,962.25     | -          | -            | 18,670.21      | 18,670.21     |
| RMW Industrial Services Ltd.             | 1,744.84     | 13,687.82    | 1,067.43     | -          | -            | 14,755.25      | 16,500.09     |
| Overhead Door Co. of Regina(1973) Ltd.   | -            | 1,465.20     | 14,025.96    | -          | -            | 15,491.16      | 15,491.16     |
| Campbell Energy & Environmental Services | 7,076.25     | 5,161.50     | -            | -          | -            | 5,161.50       | 12,237.75     |
| APEX DISTRIBUTION INC.                   | -            | 12,209.07    | -            | -          | -            | 12,209.07      | 12,209.07     |
| United Rental of Canada Inc              | 5,822.02     | 5,822.02     | -            | -          | -            | 5,822.02       | 11,644.04     |
| Integrated Power Services Inc            | 1,827.00     | -            | -            | 9,159.72   | -            | 9,159.72       | 10,986.72     |
| Balzars Canada Inc                       | 10,348.87    | -            | -            | -          | -            | -              | 10,348.87     |
|                                          | 1,043,754.09 | 1,404,610.53 | 1,211,420.40 | 346,666.79 | 731,534.08   | 3,694,231.80   | 4,737,985.89  |

Appendix 2  
Builders' Lien



Land Registry  
1301 - 1st Avenue  
Regina, SK S4R 8H2

Toll Free: 1-866-275-4721  
Fax: (306) 798-1399  
Email: ask@isc.ca  
Website: www.isc.ca

April 01, 2024

WPC (Jersey) Limited  
47 Esplanade  
St. Helier Jersey JE1 0BD  
Other

**Packet Number: 191927391**  
**Client Number: 138210982**  
**Interest Reference #:**

**Re: Interest Registration Notice**

This notice is to advise you that there has been a registration of the interest(s) listed below:

**Interest Register Number: 126034433**

Interest Type: Builders' Lien

Holder(s): Coverco Buildings Ltd.

Registration Date: April 01, 2024 9:19:56 AM

Value: \$104,050.70

**Attachment Document Number: 102442740 Transactional Document**

This interest has been registered on the following:

**Interest Number: 198789181**

Attached to Title Number: 149110028

Title Type: Surface Regular

Land Description: NW Sec 20 - Twp 14 Rge 17 W2 Extension 0 As described on Certificate of Title 86R62081.

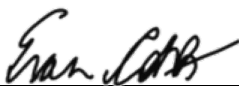
Municipality: RM OF LAJORD NO. 128

Owned or Held By: 0907414 B.C. LTD.

For further questions, please contact the ISC Customer Support Team, toll-free at 1-866-275-4721 or by email at ask@isc.ca

Registrar

This is **Exhibit “ W ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**



Western Potash Corp.  
PO Box 246, Kronau PO  
Kronau Saskatchewan, S0G 2T0, Canada  
By email to <jerry@westernresources.com>

**Attention:** Jerry Zhang

28 January 2025

Dear Sir(s)

**Re: Defaults Under the Facility Agreement (defined below)**

Background

We refer to:

- (a) the Facility Agreement dated 28 April 2022, as amended from time to time (as so amended, the "**Facility Agreement**"), between Western Potash Corp. (the "**Borrower**"), as borrower, Western Potash Holdings Corp. and 0907414 B.C. Ltd. ("**Guarantor**"), as guarantors, and WPC (Jersey) Limited (the "**Lender**"), as lender; and
- (b) each of the reservation of rights letter dated 9 February 2024 and 23 April 2024, issued by the Lender (as defined therein) (the "**Prior Reservation of Rights Letters**").

Capitalized terms used but not defined herein have the meanings given to them in the Facility Agreement.

Breaches of the Facility Agreement

The Borrower is currently in breach of several obligations under the Facility Agreement, including, without limitation:

1. the Borrower has effectively ceased to carry on all of its business, in violation of clause 20.20 of the Facility Agreement;
2. the Borrower has failed to achieve Physical Completion by the Physical Completion Longstop Date of 30 June 2023;
3. the Borrower has failed to achieve Interim Operational Completion by the Interim Operational Completion Longstop Date of 21 January 2024;
4. the Borrower has failed to achieve Final Operational Completion by the Final Operational Completion Longstop Date of 31 August 2024;
5. The Obligors have incurred Financial Indebtedness that is not Permitted Financial Indebtedness in an amount equal to approximately CAD 7,200,000, as set out in more detail in Appendix 1, in breach of clause 19.14 of the Facility Agreement;
6. The Borrower has failed to maintain at all times the required balance of at least the USD Equivalent of CAD 5,000,000 in its bank accounts (excluding the balance at any time on the Debt Service Reserve Account), in breach of clause 19.38 of the Facility Agreement;

7. a builder's lien (no. 102442740) was filed on April 1, 2024 by Coverco Buildings Ltd. for an amount equal to \$104,050.70 against a land interest held by the Guarantor (title number 149110028), in breach of clause 19.5 of the Facility Agreement;
  8. the Borrower has incurred or committed to incur capital expenditure of more than 10% over the budgeted amounts set forth in the current Approved Project Plan and Operating Budget in breach of clause 19.54 of the Facility Agreement. These capital expenditures are set out in the newly proposed project plan ("**Proposed Plan**") delivered by the Borrower which has not been approved by the Lender; and
  9. the Borrower has failed to pay its debts as they fall due, triggering an Event of Default under clause 20.11 of the Facility Agreement. Currently, the overdue accounts payable balance is approximately CAD 7,200,000 (see Appendix 1 for detail).
- (such Defaults, together with any other Defaults now or hereafter continuing, the "**Subsisting Defaults**").

In addition, solution mining efforts have fallen significantly short of expectations.

#### The Lender Is Losing Confidence In The Borrower's Ability To Manage This Situation

The Borrower has fundamentally failed to perform under the Facility Agreement and relative to its Approved Project Plan from a timing, cost and operational execution perspective, as evidenced by the Subsisting Defaults.

The Lender made significant accommodations, without obligation to do so, to support the Borrower's operational and liquidity challenges throughout the 2024 calendar year. However, as a result of the Subsisting Defaults and persistent lack of progress on potential solutions, the Lender is losing confidence in the ability of the Borrower to preserve, protect, and advance the value of this Project.

The Lender has diligently considered the new Proposed Plan delivered by the Borrower to determine if further accommodations could be supported. However, absent a financing solution to make the Proposed Plan viable, the Borrower cannot advance that Proposed Plan and the Lender cannot determine whether to support it.

All efforts to raise the required financing for the Proposed Plan over the past 15+ months have been unsuccessful. Discussions with various counterparties led the company to select The Hillcore Group ("**Hillcore**") as its selected partner in January 2024. Negotiations with Hillcore advanced through October 2024 at which point Hillcore failed to deliver on its ability to provide adequate funding to close the transaction. Following discussions with Hillcore, the company pivoted to Trinusa Resources and signed a non-binding term sheet in January 2025 (which included certain accommodations by Appian as senior lender). Most recently, we have been advised that the Borrower intends to pause discussions with Trinusa Resources, which would have provided financing for the Proposed Plan, in favor of advancing other potential transactions.

Most critically at this juncture, the Borrower faces a severe liquidity crisis and may not have sufficient cash to pay essential expenditures. Any failure to pay these critical expenditures could immediately and fundamentally impair the collateral securing the obligations to the Lender.

The Lender has advanced USD 6,251,465.19 of royalty and USD 85,541,896.58 million of senior debt as of 31 December 2024 (including capitalized interest) to advance the Borrower's project and appears to be the only party with an economic interest in the Borrower's assets absent a funded plan to complete construction. The Lender requires immediate steps to rectify these concerns to the Lender's satisfaction or must take steps on its own to protect its interest in this asset.

#### Reservation of Rights

We wish to confirm that the Lender has not waived any of the Subsisting Defaults, and that the Lender expressly reserves all of its rights, powers, privileges and remedies under the Facility Agreement, the other Finance Documents, applicable law or otherwise. The Lender may elect to exercise any or all such rights, powers, privileges and remedies in its sole discretion, at any time hereafter, without the necessity of any further

notice, demand or other action on the part of the Lender, in accordance with the Facility Agreement and the other Finance Documents.

This letter is written under reserve of, and without prejudice to, all of the rights, remedies and recourses of the Lender under the Finance Documents, and nothing herein, nor the holding of any discussions or correspondence between or among the Lender and any of the Obligors regarding a potential resolution of any of the Subsisting Defaults, nor any failure of the Lender to exercise any rights, powers, privileges and remedies under the Facility Agreement, the other Finance Documents, applicable law or otherwise, can or shall be construed to be interpreted as (a) a waiver of any of the Subsisting Defaults or any other Default or Event of Default which may have occurred or is continuing as of the date of this letter or which may occur after the date of this letter; and (b) as an agreement on the Lender's part to waive or forbear any of its rights or remedies under the Facility Agreement, the other Finance Documents, applicable law or otherwise concerning any Subsisting Default or concerning any other Default or Event of Default which may have occurred as a result thereof or is otherwise continuing as of the date hereof or which may occur after the date hereof.

For the avoidance of doubt, this letter is supplementary to, and does not override any of the Lender's reservation of rights as set out in, the Prior Reservation of Rights Letters.

#### General

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The provisions of clauses 35 (Governing law) and 36 (Enforcement) of the Facility Agreement shall be incorporated into this letter as if set out in full herein and as if references in those clauses to "this Agreement" are references to this letter.

We remain available to continue discussions on the Obligors' proposed path forward in view of the Subsisting Defaults with you. Should you have any questions with respect to the foregoing, please feel free to contact us.

Yours sincerely,

**WPC (JERSEY) LIMITED**

Per: \_\_\_\_\_  
Name:  
Title:

Appendix 1  
Financial Indebtedness incurred by the Obligors as of 19 December 2024

Summary of outstanding Accounts Payable as of 19 December 2024:

12/19/2024 4:19:27PM  
A/P Aged Payables by Due Date (APAPAY11)

Western Potash Corp.

Page 33

| Doc. Date     | Doc. Type/Doc. Number | Due Date   |          | 1 to 30    | 31 to 60   | 61 to 90  | Over 90   | Total        | Total        |              |
|---------------|-----------------------|------------|----------|------------|------------|-----------|-----------|--------------|--------------|--------------|
| Appl. Date    | Applied No.           | App. Type  | Current  | Days       | Days       | Days      | Days      | Overdue      | Payables     |              |
| 2/26/2024     | IN 15493              | 3/11/2024  |          |            |            |           | 795.43    | 795.43       | 795.43       |              |
| 3/7/2024      | IN 15550              | 3/21/2024  |          |            |            |           | 1,019.14  | 1,019.14     | 1,019.14     |              |
| 4/26/2024     | IN FC54               | 5/26/2024  |          |            |            |           | 289.51    | 289.51       | 289.51       |              |
| 4/29/2024     | IN 15798              | 5/13/2024  |          |            |            |           | 2,572.21  | 2,572.21     | 2,572.21     |              |
| 4/29/2024     | IN 15799              | 5/29/2024  |          |            |            |           | 2,356.00  | 2,356.00     | 2,356.00     |              |
| 4/30/2024     | IN 15853              | 5/15/2024  |          |            |            |           | 4,939.71  | 4,939.71     | 4,939.71     |              |
| 5/13/2024     | IN 15856              | 5/28/2024  |          |            |            |           | 2,178.09  | 2,178.09     | 2,178.09     |              |
| 5/13/2024     | IN 15857              | 5/28/2024  |          |            |            |           | 2,178.80  | 2,178.80     | 2,178.80     |              |
| 5/21/2024     | IN 15974              | 6/5/2024   |          |            |            |           | 558.34    | 558.34       | 558.34       |              |
| 5/27/2024     | IN 15947              | 6/10/2024  |          |            |            |           | 871.24    | 871.24       | 871.24       |              |
| 5/27/2024     | IN 15948              | 6/10/2024  |          |            |            |           | 1,435.70  | 1,435.70     | 1,435.70     |              |
| 7/4/2024      | IN FC 56              | 7/31/2024  |          |            |            |           | 345.54    | 345.54       | 345.54       |              |
| 8/6/2024      | IN FC 57              | 8/31/2024  |          |            |            |           | 554.54    | 554.54       | 554.54       |              |
| 9/9/2024      | IN FC 58              | 10/8/2024  |          |            |            | 578.56    |           | 578.56       | 578.56       |              |
| 10/3/2024     | IN FC 59              | 10/3/2024  |          |            |            | 403.30    |           | 403.30       | 403.30       |              |
| 11/13/2024    | IN 16954              | 12/12/2024 |          | 435.61     |            |           |           | 435.61       | 435.61       |              |
| 11/13/2024    | IN 16955              | 12/12/2024 |          | 404.94     |            |           |           | 404.94       | 404.94       |              |
| 11/26/2024    | IN 17074              | 12/25/2024 | 558.34   |            |            |           |           |              | 558.34       |              |
| 11/29/2024    | IN 17072              | 12/28/2024 | 435.61   |            |            |           |           |              | 435.61       |              |
| 11/29/2024    | IN 17073              | 12/28/2024 | 343.58   |            |            |           |           |              | 343.58       |              |
| 12/18/2024    | IN 17242              | 1/17/2025  | 435.61   |            |            |           |           |              | 435.61       |              |
| 12/18/2024    | IN 17243              | 1/17/2025  | 343.58   |            |            |           |           |              | 343.58       |              |
| Vendor Total: |                       | CAD        | 2,116.72 | 840.55     | 0.00       | 981.86    | 26,746.90 | 28,569.31    | 30,696.03    |              |
| Report Total: |                       |            | CAD      | 151,183.53 | 328,815.16 | 44,692.39 | 53,292.28 | 6,629,048.30 | 7,055,848.13 | 7,207,031.66 |
|               |                       |            | USD      | -42,105.29 | 0.00       | 5,082.00  | 7,204.84  | 78,341.98    | 90,628.82    | 48,523.53    |

CR: Credit NoteDB: Debit NoteIN: InvoiceIT: Interest ChargePI: PrepaymentMC: Miscellaneous Payment

AD: AdjustmentCF: Applied Credit (from)CT: Applied Credit (to)DF: Applied Debit (from)DT: Applied Debit (to)

ED: Earned Discount TakenGL: Gain or Loss (multicurrency ledgers)PY: PaymentRD: Rounding

151 vendors printed





This is **Exhibit “ X ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

August 7, 2026

**Sent by Email**

Western Potash Corp.  
PO Box 246, Kronau PO  
Kronau SK, S0G 2T0, Canada  
Email: [jerry@westernresources.com](mailto:jerry@westernresources.com)

Norton Rose Fulbright Canada LLP  
99 Bank Street, Suite 500  
Ottawa, Ontario K1P 6B9 Canada

F: +1 613.230.5459  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

and to

Western Potash Holdings Corp. and 0907414 B.C. Ltd.  
PO Box 246, Kronau PO  
Kronau SK, S0G 2T0, Canada  
Email: [jerry@westernresources.com](mailto:jerry@westernresources.com)

**Geoffrey Gilbert**  
+1 613.780.3764  
[geoffrey.gilbert@nortonrosefulbright.com](mailto:geoffrey.gilbert@nortonrosefulbright.com)

**Attention: Jerry Zhang**

Dear Mr. Zhang:

**Re: Amounts owing by Western Potash Corp. (the “Borrower”), Western Potash Holdings Corp. and 0907414 BC Ltd. (Western Potash Holdings Corp. and 0907414 B.C. Ltd., collectively, the “Guarantors”) to WPC (Jersey) Limited (the “Lender”) pursuant to a Facility Agreement dated as of April 28, 2022 (as the same has been amended and may be further amended, restated, supplemented, and otherwise modified from time to time, the “Credit Agreement”)**

We are counsel to the Lender.

We refer to the Credit Agreement. We further refer to: (i) the Security Agreement between the Borrower and the Lender, dated May 16, 2022; (ii) the Debenture by the Borrower to the Lender, dated May 16, 2022; (iii) the Security Agreement between Western Potash Holdings Corp. and the Lender, dated May 16, 2022; and (iv) the Debenture by 0907414 B.C. Ltd. in favour of the Lender, dated May 16, 2022 (collectively, the “**Security Agreements**”).

All capitalized terms used herein and not otherwise defined have the meanings given to them in the Credit Agreement.

We write further to various reservation of rights letters dated February 9, 2024, April 23, 2024, and January 28, 2025 (the “**Reservation of Rights Letters**”).

As previously advised in the Reservation of Rights Letters, certain Events of Default have occurred pursuant to the Credit Agreement which have not been cured or waived in accordance with the provisions of the Credit Agreement, including:

1. the Borrower has ceased to carry on all of its business, in violation of Section 20.20;
2. the Borrower has failed to achieve Physical Completion by the Physical Completion Longstop Date of 30 June 2023, in violation of Section 20.41;
3. the Borrower has failed to achieve Interim Operational Completion by the Interim Operational Completion Longstop Date of 21 January 2024, in violation of Section 20.42;

August 7, 2026



4. the Borrower has failed to achieve Final Operational Completion by the Final Operational Completion Longstop Date of 31 August 2024, in violation of Section 20.43;
5. the Borrower has failed to maintain at all times the required balance of at least the USD Equivalent of CAD 5,000,000 in its bank accounts (excluding the balance at any time on the Debt Service Reserve Account), in breach of Section 19.38;
6. various builders' liens have been filed against and continue to subsist against assets held by the Borrower and Guarantors, in breach of Section 19.5;
7. the Borrower has failed to pay its debts as they fall due, triggering an Event of Default under Section 20.11. These unpaid amounts include, without limitation, amounts owing to a partnership known as Team Power Solutions, Performance Pump Service Ltd., and Ryzer Door Control Inc.; and
8. failure to pay amounts due on the three preceding Interest Payment Dates (March 31, 2026, December 31, 2025, and September 30, 2025), triggering an Event of Default under Section 20.2.

As a result of these Events of Default, the Loans, together with accrued interest, and all other amounts accrued and outstanding under the Finance Documents are hereby declared immediately due and payable, together with all applicable acceleration fees pursuant to Section 20.45 of the Credit Agreement (collectively, the **"Obligations"**).

The Lender's records show that, as of the close of business on August 7, 2026, the amounts of the Obligations total not less than US\$108,216,193, plus interest, fees, costs and expenses that continue to accrue (the **"Outstanding Obligations"**).

Accordingly, on behalf of the Lender, we hereby demand payment from the Borrower and the Guarantors of the Outstanding Obligations, with interest, costs and expenses as prescribed in the Credit Agreement.

If payment is not made immediately, the Lender expressly reserves the right to take such steps as it may consider necessary or appropriate to recover payment of the Outstanding Obligations. Those steps may include the enforcement of the security held by the Lender under the Security Agreements by way of the appointment of a receiver or such other steps as the Lender considers necessary or desirable.

We enclose herewith a Notice of Intention to Enforce Security (the **"Notice"**) issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower and the Guarantors.

The Lender expressly reserves the right to proceed with enforcement of the security at any time prior to the date specified in the Notice if it becomes aware of any circumstances which might affect its position or if the Lender deems it appropriate or if the Borrower consents to such earlier enforcement.

The Lender further expressly reserves all rights to take any further steps with respect to the recovery of any of the Obligations against any other party.

Yours truly,

**WPC (Jersey) Limited, as agent, by its solicitors  
NORTON ROSE FULBRIGHT CANADA LLP**

Per:

A handwritten signature in black ink, appearing to read 'G. Gilbert', written over a horizontal line.

Name: Geoffrey Gilbert

Title: Partner

FORM 86  
**Notice of Intention to Enforce a Security**  
(Rule 124)

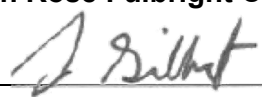
TO: Western Potash Corp., Western Potash Holdings Corp. and 0907414 B.C. Ltd.  
(collectively, the "**Debtors**"), each an insolvent person;

Take notice that:

1. WPC (Jersey) Limited (the "**Secured Creditor**"), a secured creditor, intends to enforce its security on the Debtors' property described below:  
  
All present and future personal and real property, assets and undertaking of the Debtors
2. The security that is to be enforced is in the form of, *inter alia*, the agreements referred to in Schedule "A" (the "**Security Agreement**").
3. The total amount of indebtedness secured by the above-described security as at August 7, 2026 was the sum of not less than US\$108,216,193, plus additional interest, costs, fees and expenses.
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

**DATED** at Ottawa, Ontario this 7<sup>th</sup> day of August, 2026.

**WPC (JERSEY) LIMITED, by its counsel,  
Norton Rose Fulbright Canada LLP**

Per: 

Name: Geoffrey Gilbert

Title: Partner

**Schedule "A"**

1. Security Agreement between Western Potash Corp. and the Secured Creditor, dated May 16, 2022;
2. Debenture by Western Potash Corp. to the Secured Creditor, dated May 16, 2022;
3. Security Agreement between Western Potash Holdings Corp. and the Secured Creditor, dated May 16, 2022; and
4. Debenture by 0907414 B.C. Ltd. in favour of the Secured Creditor, dated May 16, 2022.

**CONSENT**

**TO:** WPC (JERSEY) LIMITED (the “**Secured Creditor**”)

**FROM:** Western Potash Corp., Western Potash Holdings Corp. and 0907414 B.C. Ltd., each an insolvent person (the “**Insolvent Persons**”)

The Insolvent Persons acknowledge receipt of a Notice of Intention to Enforce Security dated August 7, 2026 delivered by the Secured Creditor.

For consideration received, the receipt and sufficiency of which are hereby acknowledged, the Insolvent Persons hereby consent to the immediate enforcement by the Secured Creditor of the security held by the Secured Creditor from the Insolvent Persons, and for the same consideration waives any further notice from the Secured Creditor with respect to the enforcement of its security and the exercise of the other remedies of the Secured Creditor against the Insolvent Persons.

**DATED** this \_\_\_\_\_ day of August, 2026

**WESTERN POTASH CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**WESTERN POTASH HOLDINGS CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**0907414 B.C. Ltd.**

By: \_\_\_\_\_  
Name:  
Title:

This is **Exhibit “ Y ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August \_\_20\_\_, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**From:**  
**To:**  
**Cc:**  
**Subject:**  
**Date:**  
**Attachments:**



---

**From:** George Gao <george@westernresources.com>  
**Sent:** Thursday, 13 August 2026 23:11:33  
**To:** Timothy Mister <TMister@appiancapitaladvisory.com>; Bill Xue <bill@westernresources.com>; Jerry Zhang <jerry@westernresources.com>  
**Cc:** Sam Abraham <sabraham@appiancapitaladvisory.com>; Derek Marlow <dmarlow@appiancapitaladvisory.com>; Todd Carpunky <tcarpunky@appiancapitaladvisory.com>  
**Subject:** RE: WPC (Jersey) Limited and Western Potash Corp.

Hi Tim,



Thank you for taking the time to discuss with us earlier today. We fully understand and respect Appian's decision and approach.

That said, there are some immediate payment challenges that need to be addressed between now and the time the DIP funding is confirmed. Western Potash currently has very limited cash available to maintain its fundamental operations. These immediate requirements include:

1. Staff payroll and related payments;
2. Payments relating to certain privately owned mineral rights. These payments are made by pre-issued cheques, some of which have recently been returned due to insufficient funds;
3. Retainers for WPC's counsel in connection with the CCAA proceedings, as well as retainers for the Monitor and its counsel; and
4. Certain other urgent and necessary operating payments.

In order to address these immediate funding requirements, we would like to discuss whether Appian could advance the necessary amounts to cover these payments. Alternatively, we would be open to discussing an arrangement under which Appian commits to funding these amounts, with such amounts to be recovered once the CCAA proceedings are commenced and the DIP financing is in place, subject to the appropriate legal structure and approvals.

Our objective is to ensure that WPC can maintain its essential operations and meet these critical obligations while it prepares for the CCAA process, thereby avoiding unnecessary disruption during this transition period.

We would greatly appreciate Appian's consideration of these immediate issues and hope that we can work together to find a practical solution to address them during this interim period.

Best Regards,

George  
On Behalf of Bill Xue

---

**From:** Timothy Mister <TMister@appiancapitaladvisory.com>

**Sent:** August 13, 2026 2:37 PM

**To:** George Gao <george@westernresources.com>; Bill Xue <bill@westernresources.com>; Jerry Zhang <jerry@westernresources.com>

**Cc:** Sam Abraham <sabraham@appiancapitaladvisory.com>; Derek Marlow <dmarlow@appiancapitaladvisory.com>; Todd Carpunky <tcarpunky@appiancapitaladvisory.com>

**Subject:** RE: WPC (Jersey) Limited and Western Potash Corp.

**CAUTION:** This email originated from outside the organization.

Hi George – perhaps we do 4:30pm EST today?

**TIMOTHY MISTER** | HEAD OF CREDIT & ROYALTIES

Office: [+1 443 465 5400](tel:+14434655400)

600 Lexington Avenue, Suite 501, New York, NY 10022

[www.appiancapitaladvisory.com](http://www.appiancapitaladvisory.com)



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**From:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>

**Sent:** Thursday, August 13, 2026 2:34 PM

**To:** Timothy Mister <[TMister@appiancapitaladvisory.com](mailto:TMister@appiancapitaladvisory.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>

**Cc:** Sam Abraham <[sabraham@appiancapitaladvisory.com](mailto:sabraham@appiancapitaladvisory.com)>; Derek Marlow <[dmalow@appiancapitaladvisory.com](mailto:dmalow@appiancapitaladvisory.com)>; Todd Carpunky <[tcarpunky@appiancapitaladvisory.com](mailto:tcarpunky@appiancapitaladvisory.com)>

**Subject:** Re: WPC (Jersey) Limited and Western Potash Corp.

Hi Tim,

Your note is well received. We understand the challenges Appian is facing and respect the decision your team made.

Bill is flying to Hong Kong to meet with Justin in person to discuss the situation. There are some items we wanted to clarify with you before Bill's meeting with Justin to facilitate the discussion/decision. It will be very helpful and much appreciated if we can have a call with you sooner than later.

Bill will be in the air between midnight tonight and 7pm EST tomorrow and is available for the rest of the time. Please let us know if you have any earlier time available for the call.

Thank you and best regards,

George

**From:** Timothy Mister <[TMister@appiancapitaladvisory.com](mailto:TMister@appiancapitaladvisory.com)>

**Sent:** Thursday, August 13, 2026 11:16 AM

**To:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>

**Cc:** Sam Abraham <[sabraham@appiancapitaladvisory.com](mailto:sabraham@appiancapitaladvisory.com)>; Derek Marlow <[dmarlow@appiancapitaladvisory.com](mailto:dmarlow@appiancapitaladvisory.com)>; Todd Carpunky <[tcarpunky@appiancapitaladvisory.com](mailto:tcarpunky@appiancapitaladvisory.com)>

**Subject:** RE: WPC (Jersey) Limited and Western Potash Corp.

**CAUTION:** This email originated from outside the organization.

Hi George – thanks for the note

The impending material payments to preserve Appian's collateral are of course immediately critical, but not the only issue. The very material defaults of the Appian facility and lack of progress on any real and tangible proposal or path forward have continued for years, far too long to continue to delay as every day the defaults and overdue payments stretch longer and grow larger. Any party that has shown interest to date can of course participate in any future process, so efforts to date are not lost.

Regarding monitor selection, it's clear to us that FTI should be the monitor. They have the relevant expertise, they already understand the project, they are licensed insolvency trustees in Canada, and they can cover both eastern and western counterparties. There have unfortunately been zero tangible and executable proposals from Asia despite years of attempts with China/Indonesia/etc., plus several Asia-based counterparties will unfortunately have significant hurdles like regulatory approvals (eg, MinMetals), so a primary Asia focus simply doesn't make sense. That's also in addition to the fact that the parties noted below would not be qualified to act in the monitor role unless they are licensed insolvency trustees in Canada. However, of course any process will ensure that there is a robust and focused approach across all regions with demand for potash as that would benefit all stakeholders.

We're always happy to discuss over a call (Monday after 12pm EST would be best for me). In the meantime, we have asked Norton Rose to spend some time preparing the necessary standard documents, so you may see drafts in the next day or so.

Best,  
Tim

**TIMOTHY MISTER** | HEAD OF CREDIT & ROYALTIES

Office: +1 443 465 5400

600 Lexington Avenue, Suite 501, New York, NY 10022

[www.appiancapitaladvisory.com](http://www.appiancapitaladvisory.com)



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**From:** George Gao <[george@westernresources.com](mailto:george@westernresources.com)>

**Sent:** Wednesday, August 12, 2026 11:07 AM

**To:** Timothy Mister <[TMister@appiancapitaladvisory.com](mailto:TMister@appiancapitaladvisory.com)>; Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>;

Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>

**Cc:** Sam Abraham <[sabraham@appiancapitaladvisory.com](mailto:sabraham@appiancapitaladvisory.com)>; Derek Marlow <[dmalow@appiancapitaladvisory.com](mailto:dmalow@appiancapitaladvisory.com)>

**Subject:** RE: WPC (Jersey) Limited and Western Potash Corp.

Dear Tim,

We confirm receipt of the demand letter and Notice of Intention to Enforce Security.

We have discussed the matter with our counsel.

While we understand that it is Appian's right to take the necessary steps under the current circumstances, as Bill has expressed on previous occasions, we do not believe that CCAA proceedings are the best approach at this stage, if it is particularly due to the upcoming mineral lease payments.

It is our view that commencing CCAA proceedings could adversely affect potential transactions, including those with MinMetals, Asian Potash and other partners, as the value of the project could be negatively impacted or challenged in such a process. We are actively coordinating with the Saskatchewan Ministry of Energy and Resources ("MOE") to seek a further deferral of the payment obligations and to explore other options for addressing the issue. We hope that Appian can hold off on commencing any enforcement or insolvency process until we have an opportunity to conclude these discussions with the MOE.

However, if Appian's decision to proceed remains unchanged, we would suggest considering an Asia-focused monitor to oversee the process. Potential candidates could include Morgan Stanley

(Asia), or a similar organization, with a deep understanding of and strong connections to potential potash partners, particularly in China and elsewhere in Asia, where there is significant demand for potash.

In light of the above, we would like to propose a meeting at your earliest convenience to discuss the potential directions and next steps. Please let us know your availability for the remainder of this week.

We look forward to speaking with you.

Best regards,

George Gao  
On behalf of Bill Xue

---

**From:** Geoffrey Gilbert <[geoffrey.gilbert@nortonrosefulbright.com](mailto:geoffrey.gilbert@nortonrosefulbright.com)>  
**Sent:** August 7, 2026 12:00 PM  
**To:** Bill Xue <[bill@westernresources.com](mailto:bill@westernresources.com)>; Jerry Zhang <[jerry@westernresources.com](mailto:jerry@westernresources.com)>; George Gao <[george@westernresources.com](mailto:george@westernresources.com)>  
**Cc:** Evan Cobb (he/him) <[evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)>; Edward Anido <[edward.anido@nortonrosefulbright.com](mailto:edward.anido@nortonrosefulbright.com)>; Timothy Mister <[tmister@appiancapitaladvisory.com](mailto:tmister@appiancapitaladvisory.com)>; Sam Abraham <[sabraham@appiancapitaladvisory.com](mailto:sabraham@appiancapitaladvisory.com)>; Derek Marlow <[dmalow@appiancapitaladvisory.com](mailto:dmalow@appiancapitaladvisory.com)>; Michael Li <[mli@appiancapitaladvisory.com](mailto:mli@appiancapitaladvisory.com)>; Todd Carpunky <[tcarpunky@appiancapitaladvisory.com](mailto:tcarpunky@appiancapitaladvisory.com)>  
**Subject:** WPC (Jersey) Limited and Western Potash Corp.

**CAUTION:** This email originated from outside the organization.

Bill, Jerry and George – attached sent on behalf of WPC (Jersey) Limited is a demand letter and accompanying Section 244 Notice of Intention to Enforce Security for your attention.

**Geoffrey Gilbert\***

Senior Partner

Associé principal

\*Geoffrey Gilbert Professional Corporation

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.  
 99 Bank Street, Suite 500, Ottawa, ON K1P 6B9, Canada  
 T: +1 613.780.3764 | M: +1 613.297.3549 | F: +1 613.230.5459  
[geoffrey.gilbert@nortonrosefulbright.com](mailto:geoffrey.gilbert@nortonrosefulbright.com)

**NORTON ROSE FULBRIGHT**

Law around the world  
 Le droit à l'échelle mondiale  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

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This is **Exhibit “ Z ”** referred to in the Affidavit of Timothy Mister affirmed by Timothy Mister at the City of Toronto, in the Province of Ontario, before me on August 20, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits for Ontario*

**EVAN COBB**

**TERMS AND CONDITIONS OF  
INTERIM FINANCING CREDIT FACILITY  
("Interim Financing Term Sheet")**

**As of August \_\_, 2026**

**WHEREAS** pursuant to a facility agreement dated April 28, 2022 (as amended, restated, supplemented, replaced or otherwise modified from time to time thereafter, the "**Facility Agreement**"), by and among Western Potash Corp. ("**WPC**"), as borrower, and 0907414 B.C. Ltd. ("**090**") and Western Potash Holdings Corp. ("**Holdings**" and together with WPC and 090, the "**Western Potash Group**"), as guarantor and WPC (Jersey) Limited (the "**Lender**"), the Lender made certain credit facilities available to WPC;

**AND WHEREAS** on August 21, 2026, on application of the Lender, the Court (as defined below) granted the Initial Order (defined below) pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") in respect of the Western Potash Group (the "**CCAA Proceedings**");

**AND WHEREAS** pursuant to the Initial Order, FTI Consulting Canada Inc. ("**FTI**") was appointed monitor (in such capacity, the "**Monitor**") in the CCAA Proceedings and, in such capacity, was granted certain authorizations and powers including, among other things, the power and authority to enter into this Interim Financing Term Sheet;

**AND WHEREAS** the Borrower requires additional financing during the CCAA proceedings;

**AND WHEREAS** the Lender has agreed, subject to the terms and conditions of this Interim Financing Term Sheet, to provide financing to the Borrower (as defined below) to fund certain obligations of the Borrower during the CCAA proceedings;

**NOW THEREFORE**, the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. BORROWER: WPC (the "**Borrower**").
2. GUARANTORS: 090 and Holdings (the "**Guarantors**" and together with the Borrower, the "**Obligors**")
3. INTERIM LENDER: WPC (Jersey) Limited (the "**Interim Lender**").
4. CURRENCY: USD
5. INTERIM FINANCING FACILITY: A senior secured super-priority, interim, non-revolving multiple draw credit facility (the "**Interim Facility**") up to a maximum principal amount of \$6,000,000 (the "**Facility Amount**"), subject to the terms and conditions contained herein.

Advances shall be made available to the Borrower in not less than increments of \$500,000 or such other amounts as may be agreed to by the Interim Lender (each, an "**Advance**"), which shall be provided only if the Advance Conditions (as defined below) have been satisfied and / or waived in the sole discretion of the Interim Lender.

Advances under the Interim Facility shall not exceed, in the



aggregate, the Facility Amount.

Each Advance shall be funded upon receipt of a certificate requesting such Advance from the Borrower in the form attached as Schedule "A" (an "**Advance Request Certificate**"). An Advance Request Certificate shall only be honoured by the Interim Lender provided that the Advance Conditions are satisfied to the satisfaction of the Interim Lender in its sole discretion, acting reasonably, as of the date on which such Advance Request Certificate is received and remain satisfied on the date of such corresponding Advance. The Borrower may not request more than one Advance in any seven-day period pursuant to an Advance Request Certificate or otherwise.

If the Advance Conditions are satisfied in accordance with the terms herein, other than in respect of the Initial Advance, each Advance shall be funded to a bank account of the Borrower within five (5) business days following receipt of an Advance Request Certificate, or such shorter period as the Interim Lender may agree in its sole discretion. Subject to satisfaction of the Advance Conditions, the Initial Advance shall be funded to a bank account of the Borrower within three (3) business days following receipt of the initial Advance Request Certificate. Advances under the Interim Facility shall be made in US Dollars.

6. PURPOSE AND PERMITTED PAYMENTS:

The Borrower shall use the proceeds of the Interim Facility solely for the following purposes, in each case in accordance with the Initial Order and initial cash flow forecast (as the same may be updated from time to time in accordance with this Interim Financing Term Sheet, the "**Cash Flow Forecast**") included by the Monitor in its pre-filing report (the "**Pre-Filing Report**"):

- (a) to pay the reasonable and documented fees and expenses of the Interim Lender (including those of its legal counsel and financial advisor), FTI in its capacity as the proposed Monitor (the "**Monitor**") and the Monitor's legal counsel;
- (b) to pay the Commitment Fee (as defined below);
- (c) to pay the interest, fees and other amounts owing to the Interim Lender under this Interim Financing Term Sheet;
- (d) to fund, in accordance with the Cash Flow Forecast, the Borrower's general corporate and working capital purposes, including funding the CCAA proceedings, provided that the Interim Facility shall not be used for any other purpose other than in accordance with the Cash Flow Forecast except with the prior written consent of the Interim Lender; and

- (e) to fund the enforcement of any of the Interim Lender's rights and remedies available hereunder or under any ancillary documents related thereto.

7. BUDGET AND  
REPORTING  
COVENANTS:

The Cash Flow Forecast shall be the cash flow included in the Pre-Filing Report until such time as a revised Cash Flow Forecast has been approved by the Interim Lender and the Monitor in accordance with this Section 7.

Every third business day of each week, commencing on August 24, 2026 the Borrower shall, with the assistance of the Monitor, deliver to the Interim Lender (and its financial advisor) a weekly update on the Cash Flow Forecast with variance reporting provided for the immediately preceding week and cumulative period (the "**Variance Report**") along with a list of proposed disbursements for the Monday to Friday of the following week. The Borrower shall strictly adhere to the Cash Flow Forecast. Upon the occurrence of a material change, or if there is a material change reasonably anticipated by the Borrower or the Monitor to any item set forth in the Cash Flow Forecast, the Borrower or the Monitor shall immediately update and propose a revised Cash Flow Forecast to the Interim Lender for its consent and approval, which may not be unreasonably withheld.

In addition, the Borrower, with the assistance of the Monitor, shall deliver to the Interim Lender, in form and substance satisfactory to the Interim Lender, a weekly rolling 13-week cash flow forecast for visibility purposes and the most recent weekly rolling 13-week cash flow forecast shall replace the Cash Flow Forecast upon expiry of the term of the then current Cash Flow Forecast, if approved by the Interim Lender for such purpose in its sole discretion.

8. INITIAL ADVANCE  
CONDITIONS:

The Interim Lender's agreement to make any Advance up to the Initial Borrowing Limit, defined below (an "**Initial Advance**") under the Interim Facility to the Borrower is subject to the satisfaction, as determined by the Interim Lender in its sole and absolute discretion, of each of the following additional conditions precedent (collectively, the "**Initial Advance Conditions**"), each of which is for the benefit of the Interim Lender and may be waived by the Interim Lender:

- (a) the Supreme Court of British Columbia (the "**Court**") shall have executed an Order (the "**Initial Order**") in the CCAA proceedings in form and substance acceptable to the Interim Lender and its legal counsel, which Initial Order shall, among other things: (i) authorize and approve the Interim Facility; (ii) authorize the Borrower to an initial maximum principal amount of \$3,000,000 (the "**Initial Borrowing Limit**"); (iii) authorize the Monitor to execute this Interim Financing Term Sheet and any other documents necessary in connection with the Interim

Facility; and (iv) grant the Interim Financing Charge (as defined below) against the Collateral (as defined below) securing all obligations owing by the Obligors to the Interim Lender hereunder including, without limitation, all principal, interest and Interim Financing Fees and Expenses (as defined below), which shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect, or subject to any appeal or motion for leave to appeal, adversely affecting the Interim Lender unless otherwise agreed by the Interim Lender;

- (b) an initial Stay Period (as defined in the Initial Order) shall be granted to August 31, 2026;
- (c) the Monitor, on behalf of the Obligors, shall have executed and delivered this Interim Financing Term Sheet, and such other documents as the Interim Lender may reasonably require;
- (d) the Monitor, on behalf of the Borrower, shall have delivered an Advance Request Certificate in respect of such Advance;
- (e) the Interim Financing Charge in the initial maximum limit of \$3,000,000 (plus all interest, fees, expenses and other amounts accruing under this Interim Financing Term Sheet) shall be granted priority over all mortgages, pledges, charges, encumbrances, hypothecs, liens and security interests of any kind or nature whatsoever ("**Encumbrances**") granted by the Obligors against any of the Collateral subject in priority only to:
  - (i) an administration charge on the Collateral in an aggregate amount not to exceed \$● (the "**Administration Charge**");
  - (ii) any claims contemplated by Section 11.8(8) of the CCAA.
- (f) no other Encumbrances shall rank subsequent to the Interim Financing Charge;
- (g) all orders rendered by the Court shall be in form and substance satisfactory to the Interim Lender and its legal counsel;
- (h) the Interim Lender and its counsel shall be satisfied that
  - (i) the entering into of this Interim Financing Term Sheet, the granting of the Guarantee (as defined below) and Interim Financing Charge and the consummation of the transactions contemplated hereby have been approved by the Obligors and do not violate any applicable laws, statutes, rules, by-laws and regulations and all applicable

official directives, orders, judgments and decrees of any governmental authority having the force of law ("**Applicable Law**") and (ii) service has been effected on a list of parties acceptable to the Interim Lender;

- (i) FTI shall have been appointed as Monitor on such terms and with such authorities as agreed on by the Interim Lender including such expanded authorizations and powers as required by the Interim Lender in the proposed Initial Order;
- (j) the Obligors and the Monitor shall have fully cooperated with, and provided access to any information, including financial information, requested by the Interim Lender;
- (k) the Commitment Fee shall have been paid, or will be paid from the proceeds of the Initial Advance within such period of time as is acceptable to the Interim Lender in its sole and absolute discretion; and
- (l) no default or Event of Default has occurred or will occur as a result of the requested Advance.

For greater certainty, the Interim Lender shall not be obligated to make any Advance pursuant to this Interim Financing Term Sheet unless and until all of the foregoing conditions have been satisfied or waived and all of the foregoing documentation and confirmations have been obtained, each in form and content satisfactory to the Interim Lender.

9. SUBSEQUENT ADVANCE  
CONDITIONS

The Interim Lender's agreement to make any subsequent Advance other than the Initial Advance under the Interim Facility to the Borrower is subject to the satisfaction, as determined by the Interim Lender in its sole and absolute discretion, of each of the Initial Advance Conditions along with the following additional conditions precedent (collectively, the "**Advance Conditions**"), each of which is for the benefit of the Interim Lender and may be waived by the Interim Lender:

- (a) In connection with the comeback hearing (the "**Comeback Hearing**") the Court shall have executed an amended and restated Initial Order (the "**ARIO**") in the CCAA proceedings in form and substance acceptable to the Interim Lender and its legal counsel, which ARIO shall amend and restate the Initial Order, which shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect, or subject to any appeal or motion for leave to appeal, adversely affecting the Interim Lender unless otherwise agreed by the Interim Lender;

- (b) the Stay Period under the ARIO shall have been extended to December 31, 2026 or such other date as the Interim Lender may agree in its sole discretion;
- (c) the Court shall have granted an order approving the maximum borrowing limit of the Facility Limit and increasing the Interim Lender's Charge to \$6,000,000 (plus all interest, fees, expenses and other amounts accruing under this Interim Financing Term Sheet) (whether pursuant to a second amended and restated Initial Order or otherwise) (the "**Interim Facility Amending Order**");
- (d) the Court shall have granted an order approving a sales and investment solicitation process (the "**SISP Order**"), approving a sales and investment solicitation process (the "**SISP**") in form and substance acceptable to the Interim Lender and its legal counsel including, without limitation, timelines acceptable to the Interim Lender and the appointment of FTI Capital Advisors Canada ULC ("**FTI CF**") as sales agent.

#### 10. COSTS AND EXPENSES:

The Borrower shall pay all of the Interim Lender's reasonable legal and financial advisor fees and out-of-pocket disbursements in connection with the commencement of and participation in the CCAA proceedings (including in its capacities as applicant and Interim Lender) and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Financing Charge and / or the CCAA proceedings (collectively, the "**Interim Financing Fees and Expenses**") within five (5) business days after presentation of such invoices.

#### 11. REPAYMENT:

The aggregate principal amount owing under the Interim Facility, together with all accrued and unpaid interest, fees and prepayment obligations, if applicable, and all fees, expenses and other amounts incurred by the Interim Lender in connection with the Interim Facility shall be repayable in full on the earlier of:

- (a) the date on which the Interim Lender demands repayment of the Interim Facility upon the occurrence of an Event of Default;
- (b) the date of the termination of the stay period in the CCAA proceedings or the CCAA proceedings are converted into a bankruptcy or a receivership without the prior written consent of the Interim Lender;
- (c) the date on which the stay in the CCAA proceedings is lifted, in whole or in part, without the prior written consent of the Interim Lender;

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- (d) the date on which all or substantially all of the Collateral has been sold; and
- (e) the date that is nine (9) months following the granting of the Initial Order;

(the earliest of such dates being the "**Maturity Date**").

The Maturity Date may be extended from time to time at the request of the Borrower and with the prior written consent of the Interim Lender for such period and on such terms and conditions as the Borrower and the Interim Lender may agree, subject to approval from the Court if so required.

The commitment in respect of the Interim Facility shall expire on the Maturity Date (as may be extended pursuant to the terms hereof) and all amounts outstanding under the Interim Facility shall be repaid in full no later than the Maturity Date (as may be extended pursuant to the terms hereof), without the Interim Lender being required to make demand (or, in the case of clause (i) above, further demand) upon the Borrower or to give notice that the Interim Facility has expired and the obligations are due and payable.

All payments received by the Interim Lender shall be applied in the following priority:

- (a) first, to any expenses due hereunder;
- (b) second, to any fees due hereunder;
- (c) third, in respect of interest owing under the Interim Facility until all interest is repaid; and
- (d) fourth, in respect of all amounts owing in respect of principal under the Interim Facility until all principal is repaid.

12. PREPAYMENT:

The Borrower may prepay any amounts outstanding under the Interim Facility, without penalty, at any time prior to the Maturity Date. The Facility Amount shall automatically be reduced by the amount of such prepayment, and the amount prepaid may not be subsequently reborrowed.

13. INTEREST RATE:

Interest shall be charged on the aggregate principal amount outstanding of the Interim Facility from the date each Advance is made, both before and after maturity, demand, default, or judgment until payment in full at an annual fixed rate equal to the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York, as published for the applicable interest period (subject to a floor of 0% per annum) plus 8.00% per annum.

Interest on Advances shall be calculated on a daily basis and shall be payable monthly in arrears on the first business day of the month.

14. COMMITMENT FEE:

A commitment fee of 2% (\$120,000), plus applicable taxes (the "**Commitment Fee**"), is fully earned by the Interim Lender upon execution of this Interim Financing Term Sheet and shall be deducted from the Initial Advance.

The Obligors agree that the aggregate of the interest rate and Commitment Fee do not contravene the *Criminal Code of Canada*.

15. SECURITY:

All Interim Financing Obligations of the Obligors under or in connection with the Interim Facility and any of the credit documentation shall be secured by a Court-ordered Charge (the "**Interim Financing Charge**") on all present and after-acquired personal and real property of the Obligors, in each case of any kind or nature whatsoever and wheresoever situated (collectively, the "**Collateral**") without the need for any further loan or security documentation or any filings or registrations in any public register or system.

Upon the request of the Interim Lender, the Obligors shall enter into such additional security documentation as the Interim Lender, acting reasonably, shall request. The Interim Lender may require or proceed with the execution, filing or recording of registrations or financing statements.

The Guarantor hereby guarantees in favour of the Interim Lender, the payment and performance of all of the Interim Financing Obligations of the Borrower under or in connection with this Interim Financing Term Sheet (the "**Guarantee**").

16. REPRESENTATIONS AND WARRANTIES:

Each Obligor represents and warrants to the Interim Lender, upon which the Interim Lender is relying in entering into this Interim Financing Term Sheet, that:

- (a) Subject to the granting of the Initial Order, the transactions contemplated by this Interim Financing Term Sheet:
  - (i) are within the corporate power of such Obligor;
  - (ii) have been duly executed and delivered by or on behalf of such Obligor;
  - (iii) shall constitute legal, valid and binding obligations of such Obligor, enforceable against such Obligor in accordance with their terms; and
  - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or

any other action by, any governmental authority or any third party.

17. AFFIRMATIVE  
COVENANTS:

Each Obligor agrees to do, or cause to be done, the following, unless otherwise consented to or waived in writing by the Interim Lender:

- (a) in connection with matters related to the Interim Facility or compliance of such Obligor with its obligations pursuant to this Interim Financing Term Sheet (i) provide representatives of the Interim Lender and its agents with reasonable access to the books and records, Collateral, financial information and electronic data rooms of or maintained by such Obligor, and (ii) cause management and legal counsel of the Obligor, to cooperate with requests for information by the Interim Lender or its legal counsel, in each case subject to solicitor-client privilege, all Court orders and applicable privacy laws and the Obligor's confidentiality obligations to third parties;
- (b) deliver to the Interim Lender the reporting and other information reasonably requested by them from time to time as set out in this Interim Financing Term Sheet, including, without limitation, Variance Reports;
- (c) use the proceeds of the Interim Facility only in accordance with Section 6 hereof and in accordance with the restrictions set out herein and pursuant to the Cash Flow Forecast;
- (d) conduct its business, including the making of all payments, in accordance and compliance with the Cash Flow Forecast and in accordance with the preservation of the assets, property and undertaking of the Obligors;
- (e) promptly notify the Interim Lender of the occurrence of any Event of Default and any other event or circumstance that may negatively impact the cash flow of the Obligors, including any material change in its contractual arrangements or with relationships with third parties;
- (f) maintain in good standing at all times all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business of the Obligors or as otherwise may be required by the Interim Lender;
- (g) comply with the orders granted in the CCAA proceedings including all terms and milestones established in the SISP Order and the SISP;
- (h) Provide the Interim Lender and its counsel draft copies of and the opportunity to review all motions, applications, proposed Court orders and other materials or documents



that the Borrower or Guarantors intend to file with the Court at least three (3) business days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible on or prior to the date on which such motion, application, proposed Court order or other materials or document is served on the service list; and

- (i) At all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Interim Lender, acting reasonably, and, if requested by the Interim Lender, cause the Interim Lender to be listed as a loss payee or additional insured (as applicable) on such insurance policies.

18. NEGATIVE COVENANTS:

Each Obligor covenants and agrees not to do the following while any obligations hereunder remain outstanding, other than with the prior written consent of the Interim Lender:

- (a) make any payment of principal or interest in respect of any indebtedness outstanding other than payments authorized by the Initial Order and that have been approved by the Monitor and that are included in the Cash Flow Forecast;
- (b) permit any new liens to exist on any of its properties or assets, other than the Encumbrances approved by the Interim Lender, as set out in Section 8(e) herein;
- (c) disclaim, resiliate or terminate any material contract other than with the prior written consent of the Interim Lender;
- (d) merge, amalgamate, consolidate, reorganize, or sell any assets outside of the ordinary course of business;
- (e) make any acquisitions, investments or loans to any party or guarantee the obligations of any party;
- (f) incur or enter into any debts, liabilities or obligations, including, without limitation, guarantees and contingent obligations, except in the ordinary course of business or as set out in the Initial Order;
- (g) make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to its shares or units or directly or indirectly purchase, redeem or otherwise acquire or retire any of its shares or units;

- (h) conduct any business or engage in any transaction with an affiliate or non-arm's length without the consent of the Interim Lender; and
- (i) use the proceeds from the Interim Facility for anything other than the purpose as stated herein, and such proceeds shall not, without the consent of the Interim Lender, be used to repay or refinance existing debt obligations of the Obligors, to make related party contributions, related party loans, loans to parties related to the Obligors, to pay interest on related party loans, pay or otherwise account for management fees (including by way of set off or otherwise), buy back equity, issue equity options, or pay any bonuses or increase executive compensation.

19. CCAA PROCEEDINGS:

The Interim Lender shall be an unaffected creditor for the purpose of the CCAA proceedings and any plan of arrangement filed therein.

20. EVENTS OF DEFAULT:

The following events shall constitute events of default (each, an **"Event of Default"**):

- (a) if the Borrower fails to pay to the Interim Lender when due any amount of principal, interest, fees or other amounts under this Interim Financing Term Sheet;
- (b) if the Initial Order is not obtained in form and substance satisfactory to the Interim Lender on or before August 21, 2026;
- (c) if the ARIO is not obtained in form and substance satisfactory to the Interim Lender on or before August 31, 2026;
- (d) if the SISP Order is not obtained in form and substance satisfactory to the Interim Lender on or before August 31, 2026;
- (e) the seeking or support by the Obligors of any Court order (in the CCAA proceedings or otherwise) to which the Interim Lender, in its sole discretion, does not consent, including, without limitation, any proposed Monitor other than FTI or any proposed sales agent other than FTI CF;
- (f) any breach by any Obligor in the observance or performance of any provision, covenant (affirmative or negative) or agreement contained in this Interim Financing Term Sheet, provided, that, in the case of a breach of any affirmative covenant, such breach remains unremedied for longer than three (3) business days;

- (g) any representation or warranty made by any Obligor is untrue or misleading in any material respect when made or deemed to have been made;
- (h) if, in any given week, the actual cumulative net cash flow (being cumulative receipts (excluding Advances) less cumulative disbursements, each as described in the Cash Flow Forecast) is more than 10% below the forecasted cumulative net cash flow for such week, and such variance is not remedied within three (3) business days;
- (i) if any security deposit, lease, permit, authorization, license or bond issued in support of the Obligors' obligations to governmental authorities is cancelled and not concurrently replaced on terms satisfactory to the Interim Lender in its discretion;
- (j) if the Interim Lender determines, acting reasonably, that a material adverse change has occurred after the date hereof;
- (k) if the Initial Order is varied without the prior written consent of the Interim Lender in its sole discretion or any other Order is made which is or may be prejudicial to the Interim Lender's interests;
- (l) if any person challenges the enforceability of any of the rights of the Interim Lender hereunder or pursuant to the Initial Order, and any such challenge has not been dismissed or determined by the Court within 15 days;
- (m) the Interim Lender in good faith and on commercially reasonable grounds believes the prospect of payment of the Interim Facility or any other amounts payable hereunder or the performance of the Borrower's other obligations hereunder or under any of the security granted in connection herewith is impaired or that any of the assets, properties or undertakings of the Borrower hereunder or under any security or other document granted in connection herewith is or is about to be placed in jeopardy;
- (n) the stay in the CCAA proceedings is lifted or the CCAA proceedings are terminated or converted to bankruptcy or receivership proceedings or any order is granted by the Court (or any court of competent jurisdiction) granting relief from the stay of proceedings during the CCAA proceedings, unless agreed by the Interim Lender, acting reasonably; and
- (o) the sale, transfer, assignment, conveyance or lease of substantially all of the business or assets of any of the

Obligors that has not been approved or consented to by the Interim Lender in writing.

21. REMEDIES:

Upon the occurrence and continuance of an Event of Default, the Interim Lender may, upon written notice to the Borrower and the Monitor:

- (a) terminate the Interim Facility;
- (b) on prior notice to the Borrower and the service list of no less than three (3) business days, apply to the Court for the appointment of an interim receiver or a receiver and manager of the undertaking, property and assets of the Borrower or for the appointment of a trustee in bankruptcy of the Borrower;
- (c) exercise the powers and rights of a secured party under any legislation; and
- (d) exercise all such other rights and remedies under the Interim Financing Term Sheet and Orders of the Court in the CCAA proceedings.

22. INDEMNITY:

Each Obligor agrees to indemnify and hold harmless the Interim Lender and its respective directors, officers, employees, advisors and agents (all such persons and entities being referred to hereafter as “**Indemnified Persons**”, each an “**Indemnified Person**”) from and against any and all actions, suits, proceedings, claims, losses, damages and liabilities of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against any Indemnified Person as a result of or arising out of or in any way related to the Interim Facility or this Interim Financing Term Sheet and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim; provided, however, such Obligor shall not be obligated to indemnify any Indemnified Person against any loss, claim, damage, expense or liability (i) to the extent it resulted from the gross negligence, wilful misconduct or intentional breach of such Indemnified Person as finally determined by a court of competent jurisdiction, or (ii) to the extent arising from any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of such Obligor.

23. INTERIM LENDER'S APPROVALS:

Any consent, agreement, amendment, approval, waiver or instruction of the Interim Lender to be delivered hereunder, may be delivered by any written instrument, including by way of electronic mail, by legal counsel on behalf of the Interim Lender.

24. NOTICES:

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given

if delivered personally or sent by email to such party at its address set out on its signature page hereof, with a copy to counsel.

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

25. COUNTERPARTS AND SIGNATURES:

This Interim Financing Term Sheet may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

26. CAPACITY OF MONITOR

The parties acknowledge and agree that the Monitor is executing this Interim Financing Term Sheet on behalf of the Obligors, solely in its capacity as court-appointed Monitor pursuant to the Initial Order (and the ARIO) and without any corporate or personal liability.

27. ASSIGNMENT:

The Obligors (or any of them) shall not assign this Interim Financing Term Sheet or any of the provisions set out herein without the consent of the Interim Lender in its sole and absolute discretion. The Interim Lender may assign or sell its rights or obligations with respect to this Interim Financing Term Sheet to any person (including to the other Interim Lender) without the prior written consent of the Obligors.

28. GOVERNING LAW AND JURISDICTION:

This Interim Financing Term Sheet shall be governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Court.

***[Remainder of page intentionally left blank; signature page follows]***

**IN WITNESS HEREOF**, the parties hereby execute this Interim Financing Term Sheet as at the date first above mentioned.

**WPC (JERSEY) LIMITED**

Per: \_\_\_\_\_

Name:

ASO

**WESTERN POTASH CORP., by its Court  
appointed Monitor, FTI CONSULTING  
CANADA INC.**

Per: \_\_\_\_\_

Name:

Title: Authorized Signatory

**WESTERN POTASH HOLDINGS CORP., by  
its Court appointed Monitor, FTI  
CONSULTING CANADA INC.**

Per: \_\_\_\_\_

Name:

Title: Authorized Signatory

**0907414 B.C. LTD., by its Court appointed  
Monitor, FTI CONSULTING CANADA INC.**

Per: \_\_\_\_\_

Name:

Title: Authorized Signatory

## SCHEDULE "A"

## ADVANCE REQUEST CERTIFICATE

TO: WPC (Jersey) Limited (the "Interim Lender")

FROM: Western Potash Corp. (the "Borrower") and 0907414 B.C. Ltd.

DATE: [●], 2026

1. This certificate is delivered to you, as Interim Lender, in connection with a request for an Advance pursuant to the interim financing term sheet made as of [●], 2026 between the Borrower, the Interim Lender and the Guarantors, as amended, supplemented, restated or replaced from time to time (the "Interim Financing Term Sheet"). All defined terms used but not otherwise defined in this certificate shall have the respective meanings set forth in the Interim Financing Term Sheet.
2. The Borrower hereby requests an Advance in an amount of \$[●] to be made on [●].
3. The representations and warranties set forth in the Interim Financing Term Sheet are and shall be true and accurate.
4. No event has occurred and is continuing which constitutes an Event of Default or which would constitute an Event of Default with the giving of notice or lapse of time or both.
5. All Advance Conditions to the requested Advance pursuant to the Interim Financing Term Sheet have been satisfied and all supporting evidence required by the Interim Lender is attached hereto.

**WESTERN POTASH CORP., by its Court  
appointed Monitor, FTI CONSULTING  
CANADA INC.**

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Name:  
Title: Authorized Signatory

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Acknowledged and agreed this \_\_\_\_ day of \_\_\_\_\_, 2026.

**0907414 B.C. LTD. AND WESTERN POTASH  
HOLDINGS CORP., each by its Court  
appointed Monitor, FTI CONSULTING  
CANADA INC.**

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Name:

Title: Authorized Signatory