FTI CONSULTING CANADA INC.

solely in its capacity as court-appointed receiver of certain property and assets of Trevali Mining (New Brunswick) Ltd.

AND

CANADIAN COPPER INC.

ASSET PURCHASE AGREEMENT

DATED AS OF JUNE 24, 2026

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated for reference the 24th day of June, 2026

BETWEEN:

> **FTI CONSULTING CANADA INC.** ("**FTI**"), a corporation having an address at Suite 1450 – 701 West Georgia Street, PO Box 10089, Vancouver, British Columbia, V7Y 1B6, solely in its capacity as court-appointed receiver of certain property and assets of Trevali Mining (New Brunswick) Ltd. ("**TNB**"), including all proceeds thereof
>
> (the "**Vendor**")

AND:

> **CANADIAN COPPER INC.**, an Ontario corporation, having an address located at Canadian Venture Building, 82 Richmond Street East, Toronto, Ontario, M5C 1P1
>
> (the "**Purchaser**")

WHEREAS:

A. On August 19, 2022, the Supreme Court of British Columbia (the "**Court**") made an order, as amended and restated on August 29, 2022 (as amended and restated and as may be further amended from time to time, the "**CCAA Order**") appointing FTI as the monitor (FTI in such capacity, the "**Monitor**") of Trevali Mining Corporation ("**TMC**") and Trevali Mining (New Brunswick) Ltd. ("**TNB**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") (the proceedings associated with the CCAA Order are referred to herein as the "**CCAA Proceedings**");

B. On January 9, 2023, the Court made an order (as amended from time to time, the "**Receivership Order**") appointing FTI as the receiver (FTI in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and property of TNB, including all proceeds thereof, other than real property, mineral claims, mining leases or real property leases owned or held by TNB, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the "**BIA**") (the proceedings associated with the Receivership Order are referred to herein as the "**Receivership Proceedings**"), which took effect January 25, 2023;

C. On October 28, 2024, the Receiver and the Monitor entered into a term sheet (the "**Initial Term Sheet**") with the Purchaser;

D. On June 16, 2025, the Receiver and the Monitor entered into an amended and restated term sheet (the "**Term Sheet**") with the Purchaser, specifying that the Purchaser would purchase all of the assets, undertaking and property of TNB (other than real property, mineral claims, mining leases and real property leases owned or held by TNB) located at or relating to the Caribou Mine (as hereinafter defined) pursuant to the tender process conducted by the Receiver;

E. Pursuant to the Term Sheet, the Monitor would facilitate the sale or transfer of TNB's real property, mineral claims, mining leases and real property leases located at or relating to the Caribou Mine (as hereinafter defined) capable of transfer by which the Purchaser would acquire the ownership of such interests with the consent or approval of the Province of New Brunswick and the New Brunswick Department of Natural Resources; and

F. Subject to Court approval, the Vendor has agreed to sell and assign to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, all of TNB's right, title and interest to the Assets (as defined herein) and to assume and agree to pay, perform and discharge when due the Assumed Liabilities (as defined herein), subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the respective covenants, agreements, representations, warranties, indemnities herein contained, and of the mutual benefits to be derived hereby (the receipt and sufficiency of which are acknowledged), the Parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"**Accounts Receivable**" means all of TNB's debts receivable, accounts receivable, claims, demands, monies and choses in action which now are, or which at any time hereafter may be, due or owing to or owned by TNB, and all books, records, documents, papers, and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demand, monies and choses in action or any part thereof.

"**Action**" means any litigation, action, suit, binding arbitration or other legal, administrative or judicial proceeding.

"**Affiliate**" means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.

"**Agreement**" means this Asset Purchase Agreement, including the Exhibits and the Disclosure Schedules attached hereto and thereto and all amendments hereto and thereto made in accordance with Section 13.5.

"**Ancillary Agreements**" means, in each case in a form reasonably acceptable to the Vendor and the Purchaser: (i) a Bill of Sale for the assignment and conveyance of the Assets from the Vendor to the Purchaser; (ii) an Assignment and Assumption Agreement for the assignment and assumption of the Contracts and the Assumed Liabilities from the Vendor to the Purchaser; (iii) the Caribou LELA; and (iv) instruments of assignment of the Patents, Trademarks, Copyrights, and any other assignments or instruments with respect to the Assets for which an assignment or instrument is required to assign, transfer, convey and deliver such Assets to the Purchaser or to record such assignment, transfer or conveyance with the appropriate government offices, domain name registrars or other similar authorities.

"**Approval and Vesting Order**" has the meaning set forth in Section 7.1.2.

"**Asset Allocation Schedule**" has the meaning set forth in Section 4.2.

"**Assets**" means, together, the Receivership Process Assets and the Real Property Assets.

“**Assumed Liabilities**” has the meaning set forth in Section 3.3.

“**Bankruptcy and Insolvency Laws**” means the BIA, the CCAA, the *Law and Equity Act*, R.S.B.C. 1996, c. 253, and *Judicature Act*, R.S.N.B. 1973, c. J-2, and the other applicable insolvency Laws of any jurisdiction where Insolvency Proceedings are instituted.

“**BIA**” has the meaning set forth in Recital B to this Agreement.

“**Bonds**” has the meaning set forth in Section 7.4.

“**Business**” means TNB’s business of operating and maintaining the Caribou Mine, in addition to other zinc and mineral mines, the exploration for zinc and other minerals, the development and exploitation of mining properties, water and environmental remediation activities and all activities incidental thereto.

“**Business Day**” means a day on which the banks are open for business (Saturdays, Sundays, statutory and civic holidays excluded) in Vancouver, British Columbia, Canada.

“**Business Information**” means those books, records, files, documentation and sales literature in the possession or under control of the Vendor as of the Closing Date that, in the sole opinion of the Vendor, are specifically used or held for use in connection with the other categories of Assets to be acquired by the Purchaser herein, including information, policies and procedures, Equipment and Machinery manuals, materials and procurement documentation used in the Business, but excluding (i) any such materials relating to Accounts Receivable; and (ii) any records of former employees of TNB.

“**Caribou LELA**” means the limited environmental liability agreement entered into by the Purchaser and GNB concerning the obligations of the parties thereto for environmental remediation and reclamation of the Caribou Mine.

“**Caribou Mine**” means the zinc mine, processing and other ancillary facilities located approximately 50 kilometers west of Bathurst in Restigouche County in the Province of New Brunswick, lying within NTS map sheet 21O/09 commonly known as the Caribou Mine and any related mine workings or mining-related infrastructure on the Caribou Zinc mine site, or otherwise owned by TNB in connection with the mine.

“**Cash Payment**” has the meaning set forth in Section 4.1.1.

“**Certificate**” means the certificate, substantially in the form attached as Schedule “B” to the Approval and Vesting Order, to be delivered by the Receiver to the Vendor and the Purchaser on Closing and thereafter filed by the Receiver in its role as Receiver with the Court.

“**CCAA**” has the meaning set out in Recital A to this Agreement.

“**CCAA Order**” has the meaning set out in Recital A to this Agreement.

“**CCAA Proceedings**” has the meaning set out in Recital A to this Agreement.

“**Closing**” means completion of the transactions in accordance with the provisions of this Agreement.

“**Closing Date**” has the meaning set out in Section 10.1.

“**Contracts**” means those TNB contracts, agreements, obligations, licenses, undertakings, instruments, Leases, commitments or other arrangements, whether written or oral, associated with the Business and listed in Section A.2 of Schedule A.

“**Control**”, including, with its correlative meanings, “Controlled by” and “under common Control with”, means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than 50% of the directors of such Person; or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, contract or otherwise.

“**Copyrights**” means all Canadian and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights and rights of attribution and integrity, all common law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of any international copyright convention or treaty.

“**Court**” has the meaning set forth in Recital A to this Agreement.

“**CRA**” means the Canada Revenue Agency.

“**DELG**” means New Brunswick’s Department of Environment and Local Government.

“**Dentons**” means Dentons Canada LLP, as counsel to the Receiver, the Monitor and the Vendor.

“**Deposit**” has the meaning set forth in Section 4.1.2.

“**Deposit Balance**” has the meaning set forth in Section 4.1.5.

“**Disclosure Schedules**” means the disclosure schedules which form part of this Agreement pursuant to Section 2.7.

“**DNR**” means New Brunswick’s Department of Natural Resources.

“**Encumbrance**” means any lien, mortgage, pledge or security interest, hypothec (including legal hypothecs), encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property licence, other real rights in favour of Third Parties, charge, prior claim, lease, occupancy agreement, leasing agreement, statutory or deemed trust or conditional sale arrangement, on the Assets, including any charges on the Assets created by or pursuant to any Order of the Court in the Receivership Proceedings and/or the CCAA Proceedings.

“**Environmental Law**” means any applicable Law relating to contamination, pollution or protection of the environment (including ambient air, surface water, ground water, subsurface or subsurface strata), plant life, animal and fish or other natural resources or human health, including without limitation, Laws relating to the exposure to, or Releases or threatened Releases of, Hazardous Materials or otherwise relating to the manufacture, presence, processing, distribution, use, treatment, storage, Release, transport, disposal, transfer, discharge, control, recycling, production, generation or handling of Hazardous Materials and all Laws with regard to monitoring, recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials, each as amended and as now in effect.

"**Environmental Liabilities**" will mean any and all liability arising out of, based on or resulting from: (i) the presence, Release, threatened Release, discharge or emission into the environment of any Hazardous Materials or substances existing or arising on, beneath or above the TNB Property and/or emanating or migrating and/or threatening to emanate or migrate from the TNB Property to other properties; (ii) storage, disposal or treatment of or the arrangement for the storage, disposal or treatment of Hazardous Materials originating or transported from the TNB Property to an off-site treatment, storage or disposal facility; (iii) physical disturbance of the environment on or from the TNB Property; or (iv) the violation or alleged violation of any Environmental Laws relating to the TNB Property.

"**Equipment and Machinery**" means all of TNB's equipment, machinery and vehicles used in connection with the Business, including those items specifically listed in Section A.1 of Schedule A.

"**ETA**" means the *Excise Tax Act* (Canada), including regulations thereunder.

"**Excluded Assets**" has the meaning set forth in Section 3.2.

"**Excluded Liabilities**" has the meaning set forth in Section 3.4.

"**Exclusivity Fee**" has the meaning set forth in Section 4.1.3.

"**FTI**" has the meaning set forth in the parties to this Agreement.

"**GNB**" means the Government of New Brunswick, Canada.

"**Government Entity**" means any Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, bureau, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction with respect to TNB, the Assets, the Business or any other matter that is the subject of this Agreement, including without limitation, the DNR, the DELG, and the Canadian Environmental Assessment Agency.

"**GST/HST**" means the goods and services tax/harmonized sales tax imposed under Part IX of the ETA.

"**Hazardous Materials**" means (i) petroleum, petroleum products, asbestos in any form, mold, urea formaldehyde foam insulation, lead based paints, polychlorinated biphenyls or any other material or substance regulated pursuant to any Environmental Law; and (ii) any chemical, material or other substance, contaminant or pollutant which is regulated, defined or listed, alone or in any combination as "hazardous", "hazardous waste", "solid waste", "radioactive", "deleterious", "effluent", "toxic", "caustic", "dangerous", a contaminant, a pollutant, a "waste", a "special waste", a "source of contamination" or "source of pollution", under any Environmental Law.

"**Initial Term Sheet**" has the meaning set forth in Recital C to this Agreement.

"**Insolvency Proceedings**" means the CCAA Proceedings and/or the Receivership Proceedings, and any other proceedings thereunder, as well as any other voluntary or involuntary bankruptcy, insolvency, administration or similar judicial proceedings concerning TNB or TMC that are instituted from time to time.

"**Intellectual Property**" means all Canadian and foreign intellectual and industrial property rights of any kind, including all: (i) Trademarks; (ii) Patents; (iii) inventions, novel devices, processes, compositions of matter, methods, techniques, improvements, observations, discoveries, apparatuses, machines, designs, expressions, theories and ideas, whether or not patentable and whether or not a patent has been issued or a patent application has been made therefor; (iv) Copyrights; (v) mask works; (vi) Trade Secrets, Know-How, and other proprietary, confidential, technical or Business Information; (vii) Software and technology; (viii) rights of privacy and rights to personal information; (ix) all telephone, telex, and facsimile numbers and Internet protocol addresses; (x) the corporate name of TNB; and (xi) all rights in the foregoing and in other similar intangible assets, and all rights and remedies (including the right to sue for and recover damages, profits and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing.

"**Inventory**" means TNB's inventories of raw materials, ore and refined ore at any stage of the refining process and all other inventory of the Business, including, without limiting the generality of the foregoing, all building materials, furnishings, appliances and other goods, relating to or acquired, used or held in connection with the ownership, development, construction or operation of the Business, in each case held by TNB, including any of the above items which is owned by TNB but which remain in transit to or in the possession or control of a Third Party.

"**Know-How**" means scientific, engineering, mechanical, electrical, financial, marketing, practical and other similar knowledge or experience useful in the operation of the Business.

"**Law**" means any Canadian, foreign, domestic, federal, territorial, provincial, local, regional or municipal statute, law, common law, ordinance, rule, regulation, order, writ, injunction, directive, judgment, decree or policy or guideline having the force of law.

"**Leased Real Property**" means all Leases (or other property interests) for real and immovable property in connection with the Caribou Mine under which TNB is a lessee, licensee or occupant.

"**Leases**" means all unexpired leases, licences or other occupancy agreements.

"**Liabilities**" means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability, Environmental Liabilities, or any other liabilities or obligations under Environmental Laws that are required to be assumed or accepted in order to effectuate or achieve the Transfer Approvals in respect of the Permits and Licences.

"**Material Adverse Effect**" means any fact, condition, change, violation, inaccuracy, circumstance or event, individually or in the aggregate that: (i) has, or is reasonably likely to have, a material adverse effect on the operations, results of operations or condition (financial or otherwise) of the Business; (ii) materially and adversely impairs the Assets or the Business (excluding the Excluded Assets), taken as a whole; or (iii) materially and adversely delays or impedes the consummation of the transactions contemplated by this Agreement (except for those matters that are addressed and accomplished by invoking and meeting the terms of Article 12 hereto), but in each case, excluding any such fact, condition, change, violation, inaccuracy, circumstance or event results from or arises out of (a) changes in general economic conditions or changes affecting the industries and markets in which the Business operates (except to the extent that such changes have a disproportionate effect on the Assets or the Business); (b) macroeconomic factors, interest rates, currency exchange rates, general financial market conditions, acts of God, war, terrorism or hostilities; (c) the transactions contemplated hereby or any announcement hereof or the identity of the Purchaser; or (d) the pendency of the Insolvency Proceedings.

"**Mineral Titles**" has the meaning set forth in Section 3.1.2(b).

"**Monitor**" has the meaning set forth in Recital A to this Agreement.

"**Non-Assignable Contracts**" has the meaning set forth in Section 3.5.

"**Order**" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of the Court or other court or of a Government Entity.

"**Ordinary Course**" means the ordinary course of the Business consistent with recent past practice, as such practice is, or may have been, modified as a result of the Insolvency Proceedings.

"**Outside Date**" means the date by which the transactions contemplated by this Agreement are to be completed, being July 31, 2026 or such other date as the Parties may mutually agree upon in writing.

"**Party**" or "**Parties**" means individually or together, as the case may be, the Vendor and the Purchaser and includes, if applicable, any permitted assignee of either.

"**Patents**" means all Canadian and foreign (whether national or multinational) statutory invention registrations, patents (including certificates of invention and other patent equivalents), patent applications, provisional patent applications and patents issuing therefrom, industrial designs, and industrial models, as well as all reissues, divisions, substitutions, continuations, continuations-in-part, patent disclosures, extensions and re-examinations, and all rights therein provided by multinational treaties or conventions.

"**Periodic Taxes**" has the meaning set forth in Section 8.5.

"**Permits and Licences**" means those permits, approvals, licences, certificates or other authorization required under any applicable Law (including Environmental Laws) that are listed in Section B.4 of Schedule B in connection with the Caribou Mine and/or the Business, including for greater certainty, the Mineral Titles.

"**Person**" means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.

"**Post Closing**" means the period after the Closing.

"**Post-Closing Tax Period**" has the meaning set forth in Section 8.5.

“**Pre-Closing Tax Period**” has the meaning set forth in Section 8.5.

“**Purchase Price**” has the meaning set forth in Section 4.1.1.

“**Purchased Deposits**” means those deposits (including customer deposits and security deposits for rent, electricity and otherwise) and prepaid charges and expenses provided by TNB as at the Closing Date, including the right to receive any refund of any unutilized amounts thereof which are paid, but only in connection with the other Assets acquired by the Purchaser herein, but excluding any Bonds and any refunds on insurance policies entered by the Receiver.

“**Purchaser**” has the meaning set forth in the parties to this Agreement.

“**Real Property**” has the meaning set forth in Section 3.1.2(c).

“**Real Property Assets**” has the meaning set forth in Section 3.1.2.

“**Receiver**” has the meaning set forth in Recital B to this Agreement.

“**Receivership Order**” has the meaning set forth in Recital B to this Agreement.

“**Receivership Proceedings**” has the meaning set forth in Recital B to this Agreement.

“**Receivership Process Assets**” has the meaning set forth in Section 3.1.1.

“**Release**” means any release, spill, emission, discharge, leaking, pouring, emptying, escaping, dumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property.

“**Software**” means all computer software programs (whether in source code, object code, or other form) and software systems, including all websites, algorithms, databases, compilations and data, tool sets, compilers, higher level or “proprietary” languages, related documentation and technology, technical manuals and materials, and any rights relating to the foregoing.

“**Straddle Period**” has the meaning set forth in Section 8.5.

“**Subsidiary**” of a Person means any Person controlled by such first Person.

“**Target Closing Date**” means the date that is on or before July 20, 2026 or such other date as may be agreed by the Parties in writing, provided that such date may not be later than the Outside Date.

“**Tax**” means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers’ compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, additions to tax or additional amounts imposed or assessed with respect thereto.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.

"**Tax Authority**" means any local, municipal, governmental, state, provincial, territorial, federal, including any Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

"**Tax Returns**" means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.

"**Term Sheet**" has the meaning set forth in Recital D to this Agreement.

"**Third Party**" means any Person that is neither a Party nor an Affiliate of a Party.

"**TMC**" has the meaning set forth in Recital A to this Agreement.

"**TNB**" has the meaning set forth in the parties to this Agreement.

"**TNB Property**" means, collectively, any real property associated with the Caribou Mine, Permits and Licences and the Leased Real Property.

"**Trade Secrets**" means trade secrets and other confidential or proprietary ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, information contained on drawings and other documents and information (including with respect to research, development and testing).

"**Trademarks**" means, together with the goodwill associated therewith, all Canadian, provincial and foreign trademarks, service marks, trade dress, logos, slogans, distinguishing guises and indicia, trade names (including all assumed or fictitious names under which the Business has been conducted), corporate names, business names, domain names, and any other indicia of source or sponsorship of goods or services, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the Canadian Intellectual Property Office or any trademark offices of other states or nations throughout the world and all rights therein, including those provided by multinational treaties or conventions.

"**Transaction Documents**" means this Agreement, the Ancillary Agreements and all other ancillary documents to be entered into, or documentation delivered by, any Party pursuant to this Agreement.

"**Transfer Approvals**" has the meaning set forth in Section 7.3.5.

"**Transfer Taxes**" means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, GST/HST, and all other similar taxes, duties or other like charges, however denominated (specifically including property transfer taxes and harmonized sales taxes), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the transaction, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Vendor, the Receiver, the Monitor, or the Purchaser.

"**Transferred Intellectual Property**" means the following Intellectual Property owned, used, or held for use by or on behalf of TNB in the Business (or in any product, service, technology or process currently or formerly manufactured, produced, marketed, distributed or offered for sale by or on behalf of TNB or any Subsidiary or currently under development by or on behalf of TNB or any Subsidiary): (i) the Patents (ii) the Trademarks; and (iii) any other Intellectual Property set forth in Section A.3 of Schedule A.

"**Vendor**" has the meaning set forth in the parties to this Agreement.

ARTICLE 2
INTERPRETATION

2.1 Gender and Number

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

2.2 Certain Phrases

In this Agreement (i) the words "including" and "includes" mean "including (or includes) without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (ii) the terms "hereof", "herein", "hereunder" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified; and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". If the last day of any such period is not a Business Day, such period will end on the next Business Day.

2.3 Calculation of Time

When calculating the period of time "within" which, "prior to" or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

2.4 Headings

The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

2.5 Currency

All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in Canadian currency. All calculations and estimates to be performed or undertaken, unless otherwise specifically indicated, are to be expressed in Canadian currency. All payments required under this Agreement will be paid in Canadian currency in immediately available funds, unless otherwise specifically indicated herein. Where another currency is to be converted into Canadian currency it will be converted on the basis of the average exchange rate published by the Bank of Canada for the day in question.

2.6 Statutory References

Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

2.7 Exhibits and Disclosure Schedules

The Exhibits and the Disclosure Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set in full herein. Any capitalized terms used in any Exhibit or Disclosure Schedule but not otherwise defined therein will be defined as set forth in this Agreement.

ARTICLE 3
PURCHASE AND SALE OF ASSETS

3.1 Purchase and Sale

3.1.1 Subject to the terms and conditions of this Agreement (including for greater certainty, the categories of Excluded Assets listed in Section 3.2 and the conditions of Closing set out in Article 9) and the granting of the Approval and Vesting Order, at the Closing, the Purchaser agrees to purchase or be assigned and assume from the Vendor, and the Vendor will sell, transfer, assign, convey and deliver to the Purchaser all of TNB's and the Vendor's right, title and interest in and to the following assets of TNB wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (for greater certainty, other than the Real Property, Mineral Titles, Leased Real Property, and the Permits and Licences owned or held by TNB):

(a) the Equipment and Machinery;

(b) the Inventory;

(c) the Contracts;

(d) the Business Information;

(e) the Transferred Intellectual Property;

(f) all rights, claims or causes of action of TNB against Third Parties arising out of events occurring prior to the Closing, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to TNB, but only to the extent such rights, claims or causes of action are connected to the Assets to be acquired by the Purchaser herein;

(g) any proprietary rights in internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Transferred Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world;

(h) all pre-paid expenses of the Business, including any deposits, but not including any rights to any Bonds, refunds on insurance policies entered by the Receiver, or amounts in respect of Taxes described in Section 8.5;

(i) all telephone, telex and telephone facsimile numbers and other directory listings and e-mail and website addresses used in connection with the Business;

(j) the Purchased Deposits;

(k) goodwill associated with the Business and the Assets, other than (i) the right to carry on the Business under the name “Trevali New Brunswick”; and (ii) all domain names of TNB;

(l) all customer lists, files, data and information relating to past and present customers and prospective customers of the Business;

(m) copies of Tax records related to the Assets and the Business; and

(n) all financial and corporate books and records of TNB

(collectively, the “**Receivership Process Assets**”). For avoidance of doubt, the Receivership Process Assets does not include the Real Property, the Leased Real Property, and the Permits and Licences.

3.1.2 Subject to the terms and conditions of this Agreement (including the receipt of the Transfer Approvals in addition to the other conditions of Closing set out in Article 9) and the granting of the Approval and Vesting Order, among other things, expanding the definition of “Property” in the Receivership Order, at the Closing, the Purchaser agrees to purchase or be assigned and assume from the Vendor, and the Vendor will sell, transfer, assign, convey and deliver to the Purchaser all of TNB’s and the Vendor’s right, title and interest in and to the following assets of TNB wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business,

(a) the Leased Real Property, together with the buildings, structures, improvements and appurtenances thereon, including those listed in Section B.1 of Schedule B (but specifically excluding any buildings, structures, improvements and appurtenances which are not owned by TNB);

(b) the mineral titles, mining leases, mineral claims (whether patented or unpatented), placer claims or other claims to exploration or mineral rights enumerated in Section B.2 of Schedule B (collectively, the “**Mineral Titles**”);

(c) the land and all buildings, structures, easements, rights of way, privileges and appurtenances belonging to and enuring to the benefit thereof, including the freehold parcel of real estate identified in Section B.3 of Schedule B (collectively, the "**Real Property**"); and

(d) the Permits and Licences, to the extent that such Permits and Licences are assignable or transferable through either providing the required notification to or obtaining the Transfer Approval from a Government Entity or Third Party,

(collectively, the "**Real Property Assets**" and together with the Receivership Process Assets, the "**Assets**").

3.2 Excluded Assets

Notwithstanding anything in Section 3.1, in this Section 3.2, elsewhere in this Agreement, or in any of the Transaction Documents to the contrary, except for the Assets, the Purchaser will not acquire and will have no rights with respect to any other assets of TNB or the Vendor, including, but not limited to, TNB's or the Vendor's right, title and interest in and to, the Excluded Assets listed in Schedule 3.2.

3.3 Assumed Liabilities

On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser will assume and become responsible for, and perform, discharge and pay when due, the following Liabilities (the "**Assumed Liabilities**"), from and after the Closing Date:

(a) all Liabilities of TNB or the Vendor under the Contracts;

(b) all Environmental Liabilities associated with the Assets, provided however that the Parties acknowledge that such assumption does not relieve TNB of the Environmental Liabilities that accrued pursuant to Environmental Law prior to Closing;

(c) all Liabilities for, or related to any obligation for, any Tax that the Purchaser bears under Article 8 (including, for the avoidance of doubt, Transfer Taxes imposed in connection with this Agreement and the transactions contemplated hereunder or any other Transaction Document and the transactions contemplated thereunder);

(d) except as may be otherwise allocated to the GNB pursuant to the terms of the Caribou LELA, all Liabilities in respect of those Assets listed in Schedule B, including filing and other fees related thereto, provided however that the Parties acknowledge that such assumption does not relieve TNB of the Environmental Liabilities that accrued pursuant to Environmental Law prior to Closing; and

(e) all Liabilities associated with, or in regard to any Transfer Approvals.

3.4 Excluded Liabilities

Except as expressly assumed by the Purchaser pursuant to Section 3.3, the Purchaser will not assume and will have no obligation to discharge, perform or fulfill any other Liabilities of TNB or the Vendor, whether direct or indirect, present or future, absolute, accrued or contingent (collectively, the "**Excluded Liabilities**"). For greater certainty, the Excluded Liabilities include any Liabilities relating to or arising out of any Excluded Asset and any Liabilities for Taxes of TNB or the Vendor (other than as expressly set forth in Section 3.3(c)).

3.5 Non-Assignable Contracts

To the extent that any Contract is not capable of being assigned pursuant to other applicable Laws or the terms of such Contract to the Purchaser on the Closing Date without the consent of the issuer thereof or the counter-party thereto or any Third Party (including a Government Entity), and such consent has not been obtained (collectively, the "**Non-Assignable Contracts**"), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such consent is obtained. Any payment to be made in order to obtain any consent required by the terms of any Non-Assignable Contract will be the sole responsibility of the Purchaser. If such consent is required but not obtained, the Vendor will, at the Purchaser's sole cost and expense, cooperate with the Purchaser in any reasonable arrangement, including the Purchaser's provision of credit support, designed to provide for the Purchaser the benefits and obligations of or under any such Contract, including enforcement for the benefit of the Purchaser of any and all rights of the Vendor against a third party thereto arising out of the breach or cancellation thereof by such third party; provided, that nothing in this Section 3.5 will (i) require the Vendor to make any significant expenditure or incur any significant obligation on its own or on the Purchaser's behalf; or (ii) prohibit the Vendor from ceasing operations or winding up its affairs following the Closing. Any assignment to the Purchaser of any Contract that will require the consent of any Third Party for such assignment as aforesaid will be made subject to such consent being obtained or further order of the Court approving such assignment. Any contract that would be a Contract but is not assigned in accordance with the terms of this Section 3.5 will not be considered an "Contract" for purposes hereof unless and until such contract is assigned to the Purchaser following the Closing Date or such order has been granted by the Court approving such assignment.

ARTICLE 4
PURCHASE PRICE AND ALLOCATION

4.1 Purchase Price and Deposit

4.1.1 Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Assets pursuant to the terms hereof, the Purchaser will (i) pay to the Vendor an amount equal to $6,225,000.00, which the Purchaser will pay and deliver at the Closing (to the extent not already paid) in accordance with Section 10.2 (the "**Cash Payment**"); and (ii) assume from TNB and the Vendor and become obligated to pay, perform and discharge, when due, the Assumed Liabilities (the amounts referred to in (i) and (ii), are collectively, the "**Purchase Price**").

4.1.2 The Purchaser has agreed to pay an aggregate amount equal to $275,000.00 (the "**Deposit**") to the Vendor as a deposit to be applied on account of the Purchase Price at the Closing.

4.1.3 The Parties acknowledge that an aggregate amount equal to $225,000.00 (the "**Exclusivity Fee**") has been paid by the Purchaser to the Vendor, which amount is part of the Deposit that will be applied on account of the Purchase Price at the Closing.

4.1.4 The Purchaser acknowledges and agrees that the Exclusivity Fee will not be refunded and has been and is immediately available to the Vendor, to be used in its sole and unfettered discretion, and further acknowledges and agrees that:

(a) the Exclusivity Fee is necessary to fund the Receiver's activities, including but not limited to progressing this Agreement and obtaining the Approval and Vesting Order; and

(b) was paid to the Receiver in consideration for the Exclusivity Period as defined in and granted to the Purchaser in the Term Sheet.

4.1.5 The Purchaser will pay an aggregate amount equal to $50,000.00 (the "**Deposit Balance**") to Dentons, in trust, on behalf of the Vendor and the Receiver, within five (5) Business Days of execution of this Agreement, which amount is part of the Deposit that will be applied on account of the Purchase Price at the Closing.

4.1.6 The Parties hereby acknowledge and agree that the Deposit Balance paid by the Purchaser will be refundable if:

(a) the Closing is not completed as a result of a breach of this Agreement by the Vendor and the Purchaser is not in default hereunder; or

(b) the Approval and Vesting Order has not been obtained by the Outside Date or the Court declines at any time to grant the Approval and Vesting Order without leave to re-apply, in each case for reasons other than a breach of this Agreement by the Purchaser,

otherwise, if the Closing does not complete by the Target Closing Date, or such later date as the Parties may agree in writing, the Deposit Balance will be irrevocably forfeited to the Vendor and will be non-refundable. For greater certainty, such forfeiture of the Deposit Balance to the Vendor will be in addition to and not in substitution of any remedy the Vendor may have against the Purchaser pursuant to this Agreement or otherwise.

4.1.7 To the extent section 182 of the ETA applies to deem the Deposit, or a portion thereof, to be inclusive of GST/HST, the Purchaser shall pay the Vendor an additional amount sufficient to ensure that the Vendor receives the same net aggregate amount had the deeming provision not applied.

4.2 Purchase Price Allocation

Schedule 4.2 (the "**Asset Allocation Schedule**") allocates the Purchase Price (including specific allocation of the Assumed Liabilities that are liabilities for federal income Tax purposes) on a dollar basis among the Assets. The Asset Allocation Schedule will be commercially reasonable based on fair market value of the Assets and the Purchaser, and the Vendor will each file all applicable Tax Returns, if any, in accordance with the Asset Allocation Schedule. To the extent applicable, the Purchaser, on the one hand, and the Vendor, on the other hand, each agrees to provide the other promptly with any other information reasonably required to complete any Tax Returns.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendor, as follows:

5.1 Organization

The Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. The Purchaser has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

5.2 Corporate Power

The Purchaser is qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and assets, including the Assets, except to the extent that the failure to be so qualified would not materially hinder, delay or impair the Purchaser's ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements to which it is or will become a party.

5.3 Authorization

The execution, delivery and performance of each Transaction Document to which the Purchaser is a party will have been duly authorized by the Purchaser at the time of its execution and delivery. Assuming due authorization, execution and delivery by the Vendor, each Transaction Document to which the Purchaser is a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.

5.4 No Breach

The execution, delivery and performance by the Purchaser of each of the Transaction Documents to which the Purchaser is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any consent (other than the Transfer Approvals) or other action by or declaration or notice to any Government Entity pursuant to (i) the constating documents of the Purchaser; (ii) any Contract or other document to which the Purchaser is a party or to which any of its assets is subject; or (iii) any Laws to which the Purchaser or any of its assets is subject, except, in the case of (ii) and (iii) above, for such defaults, violations, actions and notifications that would not individually or in the aggregate materially hinder, delay or impair the performance by the Purchaser of any of its obligations under any Transaction Document.

5.5 Acknowledgement of Scope of Vendor's Representations and Warranties

Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that neither the Vendor, the Receiver, the Monitor, TNB, TMC, their representatives and their agents, nor any other Person, is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Vendor in Article 6 (as may be modified by the Disclosure Schedules), or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including without limitation as to the probable success or profitability of the ownership, use or operation of the Business and the Assets after the Closing. The Purchaser further acknowledges that neither the Vendor, the Receiver, the Monitor, TNB, TMC, their representatives and their agents, nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding TNB, TMC, the Assets, the Business, the Caribou Mine, or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither the Vendor, the Receiver, the Monitor, TNB, TMC, their representatives and their agents, nor any other Person will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of, any such information, including data room information provided to the Purchaser, or its representatives, in connection with the sale of the Assets. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation and due diligence of the Assets, the Business, and the Caribou Mine, and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied on the results of its own independent investigation.

5.6 As-Is Where-is Transaction

The Purchaser hereby acknowledges and agrees that: (i) the Purchaser is solely responsible for carrying out its own due diligence investigations of the Assets and Assumed Liabilities; (ii) by deciding to proceed with the transactions contemplated herein the Purchaser has relied on and is satisfied with all the results of its investigations; and (iii) except as otherwise expressly provided in Article 6 of this Agreement, neither the Vendor, the Monitor, the Receiver, TNB, TMC or their agents or representatives, nor any other Person is making any representations or warranties whatsoever, express or implied, with respect to any matter relating to the Assets, the Business, the Caribou Mine, and TNB's ownership and operation thereof or any Encumbrances or Liabilities (including Environmental Liabilities) associated therewith, and the quantity, quality, suitability for mining or costs of mining of any mineral reserves included in the Assets. Without in any way limiting the foregoing, the Purchaser acknowledges that neither the Vendor, the Monitor, the Receiver, TNB, TMC or their agents or representatives, nor any Person has given, will not be deemed to have given, and hereby disclaims any warranty, express or implied, of merchantability of fitness for any particular purpose as to any portion of the Assets, the Business or the Caribou Mine. Accordingly, the Purchaser agrees to accept the Assets at the Closing "As is" "Where is" and "With All Faults".

5.7 Brokers

Except for fees and commissions that will be paid by the Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser or any of its Affiliates.

5.8 GST/HST Registration

The Purchaser will be duly registered as of the Closing under Subdivision D of Division V of Part IX of the ETA and will provide to the Vendor its registration number no later than 10 days prior to Closing.

5.9 Financing

The Purchaser has, and at all times from the date hereof through the Closing and any Post Closing period pursuant to Article 12 will have, sufficient funds available to pay the Purchase Price and all other amounts payable under the Transaction Documents and to otherwise consummate the transactions contemplated hereby and thereby, and to pay all fees and expenses related thereto. The Purchaser acknowledges that its obligations under this Agreement and the other Transaction Documents are not subject to any conditions regarding its ability to obtain financing for any portion of the foregoing amounts.

5.10 Transfer and Other Approvals

The Purchaser acknowledges and agrees that time is of the essence in effecting the Closing and otherwise consummate the transactions contemplated herein, and that it will promptly and in a timely manner provide written requests, execute and deliver all required documents and materials and perform all necessary and required actions to obtain Transfer Approvals for the Assets listed in Schedule B from appropriate Government Entities. Except for the Approval and Vesting Order, and Transfer Approvals, to the best of the Purchaser's knowledge, no notice, filing, authorization, approval, order or consent is required to be given, filed or obtained by the Purchaser to or from any Government Entity or third party in connection with the execution, delivery and performance by the Purchaser of this Agreement or the transactions contemplated hereby.

5.11 Purchaser's Qualifications to Obtain Transfer Approvals and Hold Permits and Licences

The Purchaser is aware of no facts or circumstances within its knowledge and control that would prevent the issuance of Transfer Approvals from any Government Entities for the transfer of the Permits and Licences to the Purchaser or for the obtaining of replacement Permits and Licences by the Purchaser for those Permits and Licences presently held by TNB that are not transferable.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

6.1 Representations and Warranties of Vendor

The Vendor hereby represents and warrants to the Purchaser as follows:

(a) the Receiver has been appointed as the receiver of the Receivership Process Assets pursuant to the Receivership Order, and such order is in full force and effect as of the date hereof; and

(b) the Vendor is not and will not be at the Closing a non-resident of Canada for the purposes of Section 116 of the Tax Act.

6.2 No Other Representations and Warranties of the Vendor, Receiver or Monitor

Except for the representations and warranties of the Vendor contained in this Article 6, neither the Vendor, the Receiver, the Monitor, TNB, TMC, their agents and their representatives, nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Vendor, the Receiver, the Monitor, TNB, or TMC whether in respect of the Assets, the Business, or the Caribou Mine, or otherwise, including any representation or warranty as to the accuracy or completeness of any information regarding TNB or TMC furnished or made available to Purchaser and its representatives or as to the future revenue, profitability or success of TNB, TMC, the Assets, the Business, or the Caribou Mine, or any representation or warranty arising from statute or otherwise at Law.

ARTICLE 7
COVENANTS AND OTHER AGREEMENTS

7.1 Approval of the Court

7.1.1 The Purchaser acknowledges that this Agreement and the transactions contemplated hereby are subject to the approval of the Court.

7.1.2 The Vendor will use its commercially reasonable efforts to obtain an Order of the Court in the Receivership Proceedings, substantially in the form attached as Exhibit A containing, among other things, orders: approving this Agreement; immediately prior to the Closing, expanding the definition of "Property" in the Receivership Order to include the Real Property Assets; authorizing and directing the Vendor to perform its obligations hereunder and to receive payment of the Purchase Price; authorizing the Vendor to execute such deeds, bills of sale and other instruments of sale and transfers as the Vendor may deem necessary or desirable in order to transfer to the Purchaser all of the Vendor's and TNB's interest in and to the Assets; enabling the Vendor to convey all of the Vendor's and TNB's interest in the Assets to the Purchaser (the "**Approval and Vesting Order**").

7.2 Co-operation

7.2.1 Upon the terms and subject to the conditions of this Agreement, each Party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable and to effect the Closing on the Target Closing Date, including the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing, making witnesses available in the Court or by declaration, as necessary, in obtaining the Approval and Vesting Order, and the taking of such actions as are necessary to obtain any requisite consent from a Government Entity or other Third Party; provided, however, at no time will the Vendor be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which will be paid or reimbursed by the Purchaser) in order to obtain any consent.

7.2.2 Each of the Vendor and the Purchaser will promptly notify the other of the occurrence, to such Party's knowledge, of any event or condition, or the existence, to such Party's knowledge, of any fact, that would reasonably be expected to result in (i) any of the conditions set forth in Article 9 not being satisfied; or (ii) any of the representations and warranties in Article 5 or Article 6 not being true and correct.

7.3 Transfer Approvals

7.3.1 To the extent required by applicable Laws, each Party agrees to prepare and file as promptly as practicable and, to the extent within such Party's control, in any event within fifteen (15) Business Days from the execution of this Agreement: (i) all filings and applications required and desirable to obtain; and (ii) all other necessary documents, registrations, statements, petitions, filings and applications for, or to obtain, any required Transfer Approvals and any other consent of any other Government Entities required to satisfy the condition set forth in Section 9.1(d).

7.3.2 Each Party will use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other Party informed in all material respects of any material communication received by such Party from, or given by such Party to, any Government Entity and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby; and (iii) permit the other Party to review any material communication given to it by, and consult with each other in advance of any meeting or conference with any Government Entity, including in connection with any proceeding by a private party. The foregoing obligations in this Section 7.3.2 will be subject to any solicitor-client, work product or other privilege, and each Party hereto will coordinate and cooperate fully with the other Party hereto in exchanging such information and providing such assistance as such other Party may reasonably request in connection with the foregoing. The Parties will not take any action within their respective control that will have the effect of delaying, impairing or impeding the receipt of any required authorizations, consents, Orders or approvals. Fees incurred in connection with complying with any Law pursuant to this Section 7.3.2, and any filing or other administrative fees or costs incurred in connection with obtaining the Transfer Approvals will be borne solely by the Purchaser.

7.3.3 If any objections are asserted with respect to the transactions contemplated hereby under any Law or if any suit is instituted by any Government Entity or any private party challenging any of the transactions contemplated hereby as being in violation of any Law or if the filing pursuant to this Section 7.3 is reasonably likely to be rejected or conditioned by a federal, provincial or territorial Government Entity, each Party will use commercially reasonable efforts to resolve such objections or challenge as such Government Entity or private party may have to such transactions, including to vacate, lift, reverse or overturn any Action, whether temporary, preliminary or permanent, so as to permit consummation of the transactions contemplated by this Agreement.

7.3.4 The Purchaser will use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the Purchaser’s obligations associated with the Closing hereunder as set forth in Section 9.1 and Section 9.3 to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to consummate the transactions contemplated by this Agreement, including using its commercially reasonable efforts to obtain the Transfer Approvals in accordance with Section 7.3.5, and any other Third Party consents required to be obtained, in order for the Parties to consummate the transactions contemplated by this Agreement.

7.3.5 No later than three (3) Business Days after the execution of this Agreement, the Purchaser agrees to contact applicable Government Entities and use its commercially reasonable efforts to understand the requirements associated with the timely transfer of the Assets listed in Schedule B from the Vendor to the Purchaser, including in order to obtain, as of the Closing Date, replacement Permits and Licences for those Permits and Licences presently held by TNB and otherwise required to manage the Caribou Mine that are not transferable. Prior to the Closing, the Purchaser: (i) will file with DNR or other appropriate Government Entities all applications, requests for consent, and other instruments required to transfer the Assets listed in Schedule B which are subject to approval or other processing by such Government Entities, from the Vendor to the Purchaser (including the posting and acceptance of whatever fees or financial assurance instruments that may be required in connection with such approval or other processing); (ii) will file with DNR or other appropriate Government Entities all applications, instruments or notices for approval or other processing by such Government Entities, as may be necessary to obtain replacement Permits and Licences as of the Closing Date for those Permits and Licences presently held by TNB that are not transferable (including the posting and acceptance by the appropriate Government Entity of whatever fees or financial assurance instruments are required in connection with such approval or other processing); and (iii) obtain the consent from DNR or other appropriate Government Entities to transfer those Assets from TNB and the Vendor to the Purchaser described in (i), and the issuance from the appropriate Government Entities of new Permits and Licences that are not transferrable to the Purchaser described in (ii); with those items referenced in sub-clauses (i), (ii), and (iii) above collectively referred to as the "**Transfer Approvals**".

7.3.6 The Purchaser will diligently pursue on a commercially reasonable efforts basis all Transfer Approvals necessary to complete the transfer of such Permits and Licences from TNB and the Vendor to the Purchaser or obtain new Permits and Licences in the Purchaser's own name as of the Closing Date (acknowledging that all such Transfer Approvals will be contingent on the consummation of the Closing unless the terms of this Agreement provide otherwise), and will keep the Vendor apprised of the status of its efforts to secure such Transfer Approvals.

7.3.7 All of the Transfer Approvals that are reasonably within the Purchaser's control to obtain must be in place and effective as of the Closing Date, and the Purchaser will have no right to conduct any activities under any of the Permits and Licences or Contract that has not been assigned, transferred or re-issued to the Purchaser.

7.4 Replacement of Bonds

Prior to the Closing, in order to meet certain financial assurance requirements in obtaining the Transfer Approvals (including new Permits and Licences in the name of the Purchaser), the Purchaser will provide to the appropriate Government Entities or other applicable party a firm undertaking (including submission of evidence of financial assurance in a form acceptable to the Government Entities or other party), and (subject only to the payment of required premiums by the Purchaser and the Closing) will post, effective as of the Closing Date, the requisite bonds (including any reclamation bond) and any other financial assurance instruments that may be required (collectively, the "**Bonds**"), in a form and amount acceptable to the Government Entities and other applicable Third Party. The Purchaser agrees to cooperate and work with the Government Entities or other parties to ensure that the required bonds and other financial assurance instruments become effective promptly after the applications to transfer are accepted by the Government Entities or other applicable parties and bond determinations are provided and to ensure the posting and acceptance by the Government Entities of the required bond and other financial assurance instruments.

7.5 Pre-Closing Access to Information

Prior to the Closing, the Vendor will (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Assets, personnel, officers and other facilities and properties of the Business; and (b) permit the Purchaser to make such copies and inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; provided, however, that (i) any such access will be conducted at Purchaser's expense, in accordance with applicable Laws, under the supervision of the Vendor's personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the businesses of the Vendor and its Affiliates; and (ii) the Vendor will not be required to provide to the Purchaser access to or copies of any records of former employees.

7.6 Public Announcements

Except as necessary for the Party to make any filing with the Court to obtain approval of the transactions contemplated by this Agreement and upon 24 hours' advance notice of such public announcement or press release, no Party will issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Vendor, disclosure is otherwise required by applicable Law, or the Court with respect to filings to be made with the Court in connection with this Agreement, provided that the Party intending to make such release will use its reasonable best efforts consistent with such applicable Law or the Court's or other regulatory requirements, to consult with the other Party with respect to the text thereof.

7.7 Further Actions

From and after the Closing Date, each Party will execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Assets as provided in this Agreement; provided that, the Vendor will not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which will be paid or reimbursed by the Purchaser) in order to obtain any consent to the transfer of Assets or the assumption of Assumed Liabilities.

7.8 Conduct of Business

The Vendor covenants that until Closing, subject to any limitation imposed as a result of being subject to the Insolvency Proceedings and except as: (i) the Parties may approve otherwise in writing as set forth below; or (ii) otherwise contemplated or permitted by this Agreement or another Transaction Document; or (iii) required by Law (including any applicable Insolvency Law) or by any order of the Court, the Vendor, as Receiver, will continue to operate with respect to the Property (as defined in the Receivership Order) in accordance with the terms of the Receivership Order. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that on the date of execution of this Agreement until the Closing, the Province has stepped in as regulator to perform legally required care and maintenance activities to mitigate environmental consequences to the Property and will continue to do so until Closing.

7.9 Transaction Expenses

Except as otherwise provided in this Agreement or the Ancillary Agreements (including, without limitation, Section 11.2), each of the Purchaser and the Vendor will bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

7.10 Certain Payments or Instruments Received from Third Parties

To the extent that, after the Closing Date: (a) the Purchaser receives any payment or instrument that is for the account of the Vendor according to the terms of this Agreement, the Purchaser will promptly deliver such amount or instrument to the Vendor; and (b) the Vendor receives any payment that is for the account of the Purchaser according to the terms of this Agreement or relates primarily to the Business, the Vendor will promptly deliver such amount or instrument to the Purchaser. All amounts due and payable under this Section 7.10 will be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use reasonable commercial efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.

7.11 Deemed Consent

For the purposes of this Agreement, the Purchaser will be deemed to have obtained all required consents in respect of the assignment of any Contract if, and to the extent that, pursuant to the Approval and Vesting Order, the Vendor is authorized to assign to the Purchaser such Contract pursuant to the provisions of applicable Bankruptcy and Insolvency Laws.

7.12 Notification of Certain Matters

The Vendor will give written notice to the Purchaser and the Purchaser will give written notice to the Vendor, as applicable, promptly after becoming aware of: (a) the occurrence of any event, which would be likely to cause any condition set forth in Article 9 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date; or (b) any notice or other communication from: (i) any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement; or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 7.12 will not limit or otherwise affect the remedies available hereunder to the Vendor or to the Purchaser.

7.13 Casualty Loss

Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Assets is: (a) condemned or taken by eminent domain; or (b) a material portion is damaged or destroyed by fire or other casualty; then the Vendor will notify the Purchaser promptly in writing of such fact, and (i) in the case of condemnation or taking, the Vendor will assign or pay, as the case may be, any proceeds thereof to the Purchaser at the Closing; and (ii) in the case of fire or other casualty, the Vendor will, at its option, either restore such damage or assign the insurance proceeds therefrom to the Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 7.13 will not in any way modify the Purchaser's other rights under this Agreement.

ARTICLE 8
TAX MATTERS

8.1 Transfer Taxes

8.1.1 The Parties agree that the Purchase Price is exclusive of any Transfer Taxes. Subject to Section 8.2, the Purchaser shall, on Closing, pay any and all Transfer Taxes, including GST/HST, that are properly payable to the Vendor under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein. Furthermore, the Purchaser shall promptly pay directly to the appropriate Governmental Authority any and all Transfer Taxes that are properly payable under applicable Law in connection with this Agreement directly to the appropriate Governmental Authority, and promptly provide to the Vendor proof of such payment.

8.1.2 If the Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser will be solely responsible for ensuring that such exemption or election applies and, in that regard, will provide the Vendor prior to the Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser. The Vendor will make reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

8.2 Tax Elections

8.2.1 Notwithstanding the foregoing, the Vendor and the Purchaser agree that, on Closing Date, they shall jointly execute elections under section 167 of the ETA with respect to the sale, assignment and transfer of the Assets by the Vendor. The Vendor and the Purchaser shall make the elections on the prescribed form containing the prescribed information and such election form shall be filed by the Purchaser in accordance with the requirements of the ETA, and, promptly thereafter, the Purchaser shall confirm to the Vendor in writing that such election form has been so filed. The Purchaser shall indemnify and hold the Vendor and TNB, as well as their shareholders, directors and employees, harmless in respect of any (i) GST/HST under the ETA that may be assessed against, or incurred by, the Vendor in relation to the sale, assignment and transfer of the Assets, and (ii) any penalties, interests, and/or costs, including reasonable professional fees which may become payable by or assessed against the Vendor and/or TNB as a result of the transaction set forth in this Agreement not being eligible for such election, notably as a consequence of the Purchaser's failure to file the election form within the prescribed time, or any failure in acceptance by any Governmental Authority of those elections. This covenant to indemnify shall survive the Closing and shall continue in full force and effect for the benefit of the Vendor until the expiration of the time during which the relevant Governmental Authority may assess the Vendor in respect of the sale, assignment and transfer of the Assets (as extended pursuant to any waivers, including extensions).

8.3 Tax Characterization of Payments under this Agreement

The Vendor and the Purchaser agree to treat all payments made either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes and that such treatment will govern for purposes hereof to the extent permitted under applicable Tax Law.

8.4 Records

After the Closing Date, the Purchaser and the Vendor, will each make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to liability for Taxes with respect to the Assets, the Assumed Liabilities, the Business for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof. In the event that one Party needs access to records in the possession of the other Party relating to any of the Assets, the Assumed Liabilities, or the Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the second Party, the other Party will allow representatives of the other Party access to such records during regular business hours at the other Party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit such other Party to make extracts and copies thereof as may be necessary or convenient. The obligation to cooperate pursuant to this paragraph will terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof).

8.5 Tax Allocation

For purposes of Section 3.3(c) all real and personal property Taxes and similar ad valorem obligations levied with respect to the Assets, whether imposed or assessed before or after the Closing Date ("**Periodic Taxes**") for a taxable period that includes (but does not end on) the Closing Date (a "**Straddle**

Period"), will be apportioned between the Vendor and the Purchaser as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date (together with periods ending before the Closing Date, the "**Pre-Closing Tax Period**"), and the number of days of such taxable period beginning after the Closing Date (together with any periods beginning after the Closing Date, the "**Post-Closing Tax Period**"). At the Closing, Periodic Taxes with respect to each Asset for the applicable Tax period will be prorated in accordance with the foregoing provisions based on the Tax assessment for such Asset for the applicable Tax period, if available, or otherwise, based on the last available Tax assessment with respect to such Asset. The Vendor will be responsible for such Periodic Taxes attributable to Pre-Closing Tax Periods and the Purchaser will be responsible for such Periodic Taxes attributable to Post-Closing Tax Periods. At the Closing, (x) the Vendor will pay to the Purchaser an amount equal to the excess, if any, of the (i) unpaid Periodic Taxes attributable to Pre-Closing Tax Periods over (ii) Periodic Taxes paid by TNB or the Vendor but apportioned hereunder to the Purchaser for Straddle Periods (each determined in accordance with the foregoing principles); or (y) the Purchaser will pay to the Vendor an amount equal to the excess, if any, of (i) Periodic Taxes apportioned to the Purchaser with respect to Straddle Periods but previously paid by TNB or the Vendor, over (ii) unpaid Periodic Taxes contributable to Pre-Closing Tax Periods, as applicable. The Purchaser will also be responsible for preparing and filing all Periodic Tax returns required to be filed after the Closing Date.

ARTICLE 9
CONDITIONS OF CLOSING

9.1 Conditions to Each Party's Obligation

The Parties' obligation to effect the Closing and carry out the transactions contemplated hereby and by the Transaction Documents is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of the following conditions:

(a) receipt of an executed copy of this Agreement and the other Transaction Documents;

(b) there will be in effect no Law or Order prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated;

(c) the Approval and Vesting Order will have been granted by the Court, in a form satisfactory to both Parties;

(d) all required Transfer Approvals will have been granted, in a form satisfactory to both Parties;

(e) all required Third Party consents associated with the assignment of the Contracts (or waivers thereof) will have been obtained; and

(f) no action or proceeding (including the appeal of, motion to vary, stay or vacate, or, motion for leave to appeal the Approval and Vesting Order) will be outstanding, pending or threatened by any Person, government, governmental authority, regulatory body or agency to challenge the Approval and Vesting Order or enjoin, restrict or to prohibit the sale and purchase of the Assets contemplated hereby.

9.2 Conditions to Vendor's Obligation

The Vendor's obligation to effect the Closing and carry out the transactions contemplated hereby and by the Transaction Documents will be subject to the fulfillment (or express written waiver by the Vendor), at or prior to the Closing, of each of the following additional conditions:

(a) each representation and warranty of the Purchaser contained in Article 5 will be true and correct: (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Vendor will have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(b) the covenants, obligations, and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing will have been complied with and not been breached in any material respect as determined in the sole discretion of the Vendor. The Vendor will have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof; and

(c) each of the deliveries required to be made to the Vendor pursuant to Section 10.2 will have been so delivered.

9.3 Conditions to Purchaser's Obligation

The Purchaser's obligation to effect the Closing and carry out the transactions contemplated hereby and by the Transaction Documents will be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

(a) each of the representations and warranties of the Vendor set forth in Article 6 will be true and correct: (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date, except in each case for any failure to be true and correct that has not had a Material Adverse Effect. The Purchaser will have received a certificate of the Vendor to such effect signed by a duly authorized officer thereof;

(b) the covenants, obligations and agreements contained in this Agreement to be complied with by the Vendor on or before the Closing will have been complied with and not been breached in any material respect. The Purchaser will have received a certificate of the Vendor to such effect signed by a duly authorized officer thereof;

(c) there will not have occurred any changes, effects or circumstances constituting, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and

(d) each of the deliveries required to be made to the Purchaser pursuant to Section 10.2 will have been so delivered.

ARTICLE 10
CLOSING

10.1 Closing Date and Time

The Closing will take place at the offices of Dentons, 20th Floor, 250 Howe Street Vancouver, British Columbia, commencing at 10:00 am local time on a date that is on or before the Target Closing Date, subject to the conditions set forth in Article 9 (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfilment of those conditions) having been satisfied or, if permissible, waived by the Vendor or Purchaser, as applicable or at such other place, date and time as will be mutually agreed upon in writing by the Purchaser and the Vendor (the "**Closing Date**"). At the Closing, legal title and equitable title with respect to the Assets will transfer to the Purchaser.

10.2 Closing Deliveries

At the Closing, each Party shall deliver or cause to be delivered the following:

(a) The Vendor and the Purchaser will each execute and deliver duly executed copies of each of the Ancillary Agreements to which it is a party.

(b) The Vendor and the Purchaser will deliver the officer's certificates required to be delivered pursuant to Article 9, as applicable.

(c) The Vendor will deliver an entered copy of the Approval and Vesting Order.

(d) Each Party will deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement.

(e) The Purchaser will pay to, or cause to be paid to, as directed by the Vendor, in cash, the Cash Payment minus the Deposit, by wire transfer of immediately available funds to an account or accounts designated by the Vendor.

(f) Each Party will deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement.

10.3 Filing of Certificate

As soon as reasonably practical following the Closing, the Receiver will file the Certificate, confirming that the Closing has completed, provided that the Purchaser is not, at that time, in breach of any of its obligations pursuant to this Agreement or any other Agreement between the Vendor, the Receiver or the Monitor and the Purchaser or any agreement between a Government Entity and the Purchaser, the Approval and Vesting Order or any other Order of the Court.

ARTICLE 11
TERMINATION

11.1 Termination

This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Vendor and the Purchaser;

(b) by the Vendor, in its sole discretion, if any of the conditions set in Section 9.1 or Section 9.2 are incapable of being satisfied by the Outside Date and the Vendor has not waived such condition at or prior to Closing;

(c) by the Purchaser if any of the conditions set in Section 9.1 or Section 9.3 are incapable of being satisfied by the Outside Date and the Purchaser has not waived such condition at or prior to Closing; or

(d) by either Party, upon written notice to the other:

(i) if an Order is made prohibiting or otherwise precluding the consummation of the transactions contemplated hereby; or

(ii) if the Closing does not take place by the Outside Date,

provided, however, that the right to terminate this Agreement pursuant to Section 11.1(d) will not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clause.

11.2 Effects of Termination

If this Agreement is terminated pursuant to Section 11.1, all further obligations of the Parties under or pursuant to this Agreement will terminate without further liability of any Party to the other except for the provisions of (a) Section 7.6 (Public Announcements); (b) Section 7.9 (Transaction Expenses); (c) Section 11.2 (Effects of Termination); (d) Section 13.6 (Successors and Assigns); (e) Section 13.7 (Governing Law; Submission to Jurisdiction); and (f) Section 13.8 (Notices).

ARTICLE 12
POST CLOSING ACTIVITIES AND AGREEMENTS

12.1 Responsibility for Services to the Caribou Mine

All charges for water, electricity, natural gas, telephone, sewer, trash disposal and other recurring services provided to the Caribou Mine which relate to such services provided prior to the Closing Date will be for the account of GNB, and all charges for such services provided on and after the Closing Date will be for the account of Purchaser, regardless of the date on which the invoice or other statement for such services is rendered. The Purchaser acknowledges and agrees that: (a) as of the date of this Agreement and prior to the Closing, the Province has stepped in as regulator to perform legally required care and maintenance activities to mitigate environmental consequences to the Property and will continue to do so until Closing; and (b) the Vendor is the Receiver of the Property (as such term is defined in the Receivership

Order) and until Closing the Receiver will continue to operate with respect to the Property (as defined in the Receivership Order) in accordance with the terms of the Receivership Order.

12.2 General Post-Closing Access to the Assets

In addition to the other provisions hereof granting to the Vendor access to the Caribou Mine after the Closing Date for certain specified purposes, the Parties agree that upon reasonable prior notice to Purchaser, the Vendor, the Receiver and the Monitor will be given reasonable access to the Assets, including, without limitation, all financial and corporate books and records of TNB and copies of Tax records related to the Assets and the Business, as necessary to enable TNB and/or the Vendor, the Receiver and the Monitor to carry out or respond to day-to-day operational requirements, reporting requirements of Government Entities, removal of Excluded Assets from the Caribou Mine, ongoing tax and accounting functions and obligations, and other activities of TNB and/or the Vendor, the Receiver and the Monitor with respect to the sale of the Assets and the winding down of TNB's responsibilities with respect thereto. All such activities of the Vendor, the Receiver and the Monitor will be conducted in a manner which complies with Purchaser's safety and operating procedures and in a manner which will not interfere unreasonably with the activities of Purchaser. The Purchaser will retain all financial and corporate books and records of TNB, including, without limitation, copies of Tax records related to the Assets and the Business, for the statutory periods required by any Law.

ARTICLE 13
MISCELLANEOUS

13.1 No Survival of Representations and Warranties or Covenants

No representations or warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement will survive beyond the Closing Date. Accordingly, no claim of any nature whatsoever for breach of such representations, warranties, covenants or agreements may be made, or Action instituted, after the Closing Date. Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date will survive until satisfied in accordance with their terms.

13.2 Supplement to Disclosure Schedules

From time to time prior to the Closing, the Vendor will supplement or amend the Disclosure Schedules with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the Disclosure Schedules. The Disclosure Schedules will be deemed amended by all such supplements and amendments for all purposes (except for purposes of determining whether the conditions set forth in Article 9 of the Agreement have been satisfied).

13.3 Remedies

No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

13.4 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13.5 Consent to Amendments; Waivers

No Party will be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver will be limited to the circumstances set forth in such written waiver. The Transaction Documents will not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be.

13.6 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement or any of the Ancillary Agreements by or on behalf of the Parties thereto will be binding upon and enure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in such Party’s sole discretion, except for (i) assignment to an Affiliate of a Party (provided that such Party remains liable jointly and severally with its assignee Affiliate for the assigned obligations to the other Party); and (ii) assignment by the Vendor pursuant to an order of Court, which will not require the consent of the Purchaser.

13.7 Governing Law; Submission to Jurisdiction

13.7.1 Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, will be governed exclusively by the Laws of the Province of British Columbia and Environmental Law without regard to the rules of conflict of laws applied therein or any other jurisdiction.

13.7.2 To the fullest extent permitted by applicable Law, each Party (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby will be brought only in the Court, if brought prior to the entry of a final order closing the Receivership Proceedings and the CCAA Proceedings; (ii) agrees to submit to the exclusive jurisdiction of the Court, for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such court or any claim that any such Action brought in such court has been brought in an inconvenient forum; (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 13.8 or any other manner as may be permitted by Law will be valid and sufficient service thereof; and (v) agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

13.8 Notices

All demands, notices, communications and reports provided for in this Agreement will be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 13.8.

(a) If to the Purchaser, to:

Canadian Copper Inc.

5063 North Service Road, Suite 100
Burlington, ON L7L 5H6
Attention: Simon Quick
Email: simon@canadiancopper.com

With copies to:

Goodmans LLP

333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Attention: Brendan O'Neill and Kari MacKay
Email: boneill@goodmans.ca and kmackay@goodmans.ca

(b) If to the Vendor to:

FTI Consulting Canada Inc.

Suite 1650 – 701 West Georgia Street
Vancouver, BC, V7Y 1B6
Attention: Craig Munro
Email: craig.munro@fticonsulting.com

With copies to the Vendor's counsel:

Dentons Canada LLP

250 Howe Street, 20th Floor
Vancouver, BC, V6C 3R1
Attention: John R. Sandrelli and Eamonn Watson
Email: john.sandrelli@dentons.com and eamonn.watson@dentons.com

Any such demand, notice, communication or report will be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission or electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

13.9 Exhibits, Disclosure Schedules

The Disclosure Schedules and the Exhibits attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein.

13.10 Counterparts

The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties) and deliver the Agreement by facsimile or other form of electronic transmission, each of which will be deemed an original and all of which together will constitute one and the same instrument.

13.11 No Presumption

The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed either for or against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

13.12 Severability

If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances; and (ii) as for any other jurisdiction, any provision of this Agreement, will not be affected and will remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible even in such jurisdiction.

13.13 Specific Performance

13.13.1 The Purchaser acknowledges and agrees that any breach of the terms of this Agreement by Purchaser would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agrees that, in addition to any other remedies, the Vendor will be entitled to enforce the terms of this Agreement, including, for the avoidance of doubt, Purchaser's obligation to fund the Purchase Price, by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

13.13.2 The Purchaser agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law; or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity. In the event the Vendor seeks an injunction or injunctions to prevent breaches of this Agreement when expressly available pursuant to the terms of this Agreement and to enforce specifically the terms and provisions of this Agreement when expressly available pursuant to the terms of this Agreement, it will not be required to provide any bond or other security in connection with any such order or injunction.

13.14 Entire Agreement

This Agreement and the Ancillary Agreements set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the Ancillary Agreements, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the Ancillary Agreements, the provisions of this Agreement will prevail.

13.15 Damages

Under no circumstances will any Party be liable for punitive damages or indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby or any breach or alleged breach of any of the terms hereof, including damages alleged as a result of tortious conduct.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

FTI CONSULTING CANADA INC., SOLELY IN ITS CAPACITY AS THE COURT APPOINTED RECEIVER OF TREVALI MINING (NEW BRUNSWICK) LTD., AND NOT IN ITS PERSONAL CAPACITY

By: [redacted]

Name: Craig Munro

Title: Managing Director

CANADIAN COPPER INC.

By: [redacted]

Name: Simon Quick

Title: Chief Executive Officer

AGREED AND ACKNOWLEDGED BY:

FTI CONSULTING CANADA INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED MONITOR OF TREVALI MINING (NEW BRUNSWICK) LTD. AND TREVALI MINING CORPORATION, AND NOT IN ITS PERSONAL CAPACITY

By: [redacted]

Name: Craig Munro

Title: Managing Director

SCHEDULE A

Receivership Process Assets

Section A.1 – Equipment & Machinery

Caribou Mine Restigouche County, New Brunswick, Canada - Categories of the Property and Constituent Assets		
#	Category	Description
1	Grinding Circuit	Sag, Ball, Re-Grind, and All Associated Pumps, Conveyors, and Support Equipment
2	Lead Flotation	Float Cells, Concentrate Filters, Pumps, Tanks, Samplers and Feeders and Support Equipment
3	Fine Grind Circuit	(3) ISA Mills and Associated Equipment
4	Zinc Flotation	Float Cells, Concentrate Filters, Pumps, Tanks, Samplers and Feeders and Support Equipment
5	Thickening/ Reagents Circuit	Float Cells, Pumps, Tanks, Thickeners, Samplers, Feeders, Tanks, Agitators, Dust Collection, Pumps, and Associated/Support Equipment
6	Mill Services	Vacuum Pumps, Pumps, Air Receivers and Blowers
7	Water Treatment	Including - Agitators, Air Receivers, Compressors, Screw Conveyor, Dust Collector, Mixing Tanks, Sump Pumps, Silos, Vibrator, etc.
8	Outotec Onstream Analyzer	
9	(2) Krebs Cyclopacks	
10	Ore Handling	Including - Belt Feeder, Conveyor Belts, Hopper, Chutes, Ore Bins, Monorails, Unit Heaters, Sump Pump, Hydraulic Pump, Vibrating Screen, Weight Scale, etc.
11	Underground Electrical Equipment /Services	Including - Circuit Breakers, Pole Mounted Disconnect Switches, Switch Gears, etc.
12	Electrical/Power Distribution-Mill Services	Including - Sub Stations, Circuit Breakers, Distribution Panels, Disconnect Switches, MCCs, Switch Gears, etc.
13	Diesel Generator	Mill Emergency Power
14	Assay Lab/Laboratory Assets	Including - Spectrometers, Atomizer, Recirculating Chillers, Fume Hoods, Jaw Crusher, Ovens, Water Purification System, Misc. Scales, Test Tubes, Beakers, Gloves, Masks, etc.
15	Water Distribution/Pumphouse	Including - Diesel Generator, Heaters, Circuit Breakers, Distribution Panels, Disconnect Switches, Monorail, Pumps, Transfer Switches, etc.
16	Spare Parts Stock Inventory	Including - Clamps, Joiners, Valves, Belts, Connectors Fuses, Bearings, Shafts, Cloths, Amplifiers, (Approx. 50) Sea Containers, Liners, Pumps, Gear Boxes, Fans, Motors, etc.
17	Machine Shops	Including - Demag Overhead Crane, Drill Press, Pipe Threader, Diaphragm Pumps, Bench Grinder, Hydraulic Press, Compressor, Chains, Hand Tools, etc.
18	Boneyard	Including - Misc. Parts, Piping, etc.
19	Rolling Stock	Including - Excavator, Wheel Loaders, Pick-Up Trucks, Ug Developmental Drills, Ug Bolters, Ug Haul Truck, Ug Scoop Tram, Land Cruisers, etc. (See Below Rolling Stock Itemized List)

Caribou Mine Restigouche County, New Brunswick, Canada - Rolling Stock Itemized List					
#	Make	Model	Equipment ID	Serial Number/VIN	Description
1	CAT	918M	VL-03	CAT0918MLH600270	Wheel Loader
2	CAT	930H	VL-01	CAT0930HTDHC011742	Wheel Loader
3	CAT	938K	VL-02	CAT0938KCSWL04163	Wheel Loader
4	CAT	120K	330C03	CAT0120KPSZZ00209	Motor Grader
5	CAT	TH514D	[Unknown]	MWG00163	Telehandler
6	CAT	279D	[Unknown]	[Unknown]	Skidsteer
7	CAT	301	[Unknown]	181,861	Mini-Excavator
8	Bobcat	MT55	MT55	[Unknown]	Mini-Loader
9	Ford	F150	[Unknown]	1FTFX1EF3GFC42300	Pick-Up Truck
10	Ford	F150	[Unknown]	1FTEX1EM4EFB78839	Pick-Up Truck
11	Chevrolet	[Unknown]	LV02	[Unknown]	Pick-Up Truck
12	Sandvik	DD321	DD-001	117D46424-1	UG Developmental Drill Rig
13	Sandvik	DD321	DD-002	117D44326-1	UG Developmental Drill Rig
14	Sandvik	DL421-15C	LD-003	117A50867-1	UG Production Drill Rig
15	MacLean	MEM975	BD-005	975-456	UG Bolter
16	Sandvik	DS421	CD-004	[Unknown]	UG Bolter
17	Sandvik	TH540	UT007	T740D664	UG Haul Truck
18	Sandvik	LH514	[Unknown]	L714D787	UG Scooptram
19	Getman	A-64	BT-001	7,053	UG Utility Vehicle
20	Getman	A-64	ULT002	6,418	UG Utility Vehicle
21	MineCat	MC100G	6,546	LF1M0100******	UG Utility Vehicle
22	Toyota/Acces	LandCruiser	TLC011	[Unknown]	UG Personnel Carrier
23	Toyota/Acces	LandCruiser	TLC007	[Unknown]	UG Personnel Carrier
24	Toyota/Acces	LandCruiser	TLC002	[Unknown]	UG Personnel Carrier
25	Toyota/Acces	LandCruiser	TLC010	[Unknown]	UG Personnel Carrier
26	Toyota/Acces	LandCruiser	TLC008	[Unknown]	UG Personnel Carrier
27	Amiko	AM-197	[Unknown]	20,210,705	Custom Made Charging Unit
28	McLellan	4Kx22x7	[Unknown]	MLH530997	Mill Liner
29	Weasel	[Unknown]	MW-3233	[Unknown]	Air Drill
30	Walden	[Unknown]	SD-01	[Unknown]	Scissor Lift
31	Walden	[Unknown]	SD-02	[Unknown]	Scissor Lift
32	Bombardier	B190-B269 (Tundra (E))	[Unknown]	2BPSGA6B86V000577	Snow mobile
33	Toyota/Acces	LandCruiser	TLC005 / TLC009	JTELB71540710639	UG Personnel Carrier
34	Toyota/Acces	LandCruiser	TLC006	[Unknown]	UG Personnel Carrier
35	Toyota/Acces	LandCruiser	TLC003	JTELB71J704325871	UG Personnel Carrier
36	Toyota/Acces	LandCruiser	TLC001	[Unknown]	UG Personnel Carrier
37	Toyota/Acces	LandCruiser	TLC004	[Unknown]	UG Personnel Carrier
38	Ford	F150	[Unknown]	1FTEX1EM4EFB78839	Pick-Up Truck

Section A.2 – Contracts

Nil

Section A.3 – Transferred Intellectual Property

Nil

SCHEDULE B

Real Property Assets

Section B.1 – Leased Real Property

a. Industrial Surface Lease No. SIML 2271 (also referred to as Crown Lands Lease #415060027) over the lands identified as apparent PID 50237924.

Section B.2 – Mineral Titles

a. Mining Lease No. ML-246.

b. All mineral claims owned by Trevali Mining (New Brunswick) Ltd. including Claim Unit IDs 1321003I, 1321003J, 1321003K, 1321003L, 1321003M, 1321003N, 1321003O, 1321003P, 1321004A, 1321004B, 1321004C, 1321004D, 1321004E, 1321004F, 1321004G, 1321004H, 1321004I, 1321004J, 1321004K, 1321004L, 1321004N, 1321004O, 1321005B, 1321013I, 1321013J, 1321013K, 1321013L, 1321013M, 1321013N, 1321013O, 1321013P, 1321014A, 1321014B, 1321014C, 1321014D, 1321014G, 1321014H, 1321014I which comprise Mineral Claim 1773 (Woodside Brook).

Section B.3 – Real Property

a. The freehold parcel of real estate identified by Property Identification Number 50072032.

Section B.4 – Permits and Licences

All agreements, licenses, permits, approvals, consents, registrations, certificates and other authorizations issued or held by Trevali Mining (New Brunswick) Ltd. in connection with the Caribou Mine and/or the Business, including the following:

a. Caribou - Approval to Operate I-11977, issued by DELG;

b. Petroleum Storage Site License 7313;

c. Licencing for radiation devices from Canadian Nuclear Safety Commission #12086-2-22.9;

d. Industry Canada radio spectrum license, for VHF / UHF (licence number TBC);

e. Petroleum Storage Site License 4327; and

f. Purchaser's Permit (Mining/Quarrying), if required.

Schedule 3.2 – Excluded Assets

means all rights, interests and assets of the Vendor and TNB, other than the Assets, including, without limiting the generality of the foregoing: (a) all contracts of the Vendor and TNB that are not listed in Schedule A; (b) all cash, amounts on deposit or in possession of any bank or other depository institution, term deposits, and similar cash property of the Vendor or TNB; (c) amounts due to TNB; (d) the claim of TNB as against Glencore Corporation Canada or any of its affiliates in relation to amounts payable on account of GST/HST, and any amounts paid in connection with such claim; (e) any and all tax refunds owing to TNB and any and all amounts paid to the Receiver or the Monitor in connection with such tax refunds (f) all of the Vendor's correspondence and file material, including, without limitation, correspondence to and from the Vendor's legal counsel; (g) accounts, valuations and any other records or reports generated by the Vendor as a result or in the context of the administration of the Receivership Proceedings; and (h) the right to use the name "Trevali New Brunswick" and all domain names of TNB.

In addition, for greater certainty, the following leasehold interests and mining claim interests:

a. Industrial Surface Lease No. SIML 2473 (also referred to as Crown Lands Lease #415040158) (or any replacement surface lease/crown lands lease thereof) over the lands identified as apparent PID 50252766.
b. Mining Lease No. ML-255 (or any replacement mining lease thereof).
c. Mining Claims known as mineral claim 7403 (Restigouche) owned by Trevali Mining (New Brunswick) Ltd.

Schedule 4.2 – Asset Allocation Schedule

Caribou Mine Lease - $2,000,000

Rolling stock, equipment and hard assets - $1,999,999

Mill and building - $2,225,000

Real Property - $1

EXHIBIT A
FORM OF APPROVAL AND VESTING ORDER

[*see attached*]

No. S-226670
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION
(SALE APPROVAL AND VESTING ORDER)

BEFORE	)	THE HONOURABLE MADAM JUSTICE FITZPATRICK	)	29/JUN/2026

ON THE APPLICATION of FTI Consulting Canada Inc., in its capacities as (i) court-appointed monitor (in such capacity, the "**Monitor**") of Trevali Mining Corporation and Trevali Mining (New Brunswick) Ltd. ("**TNB**") and (ii) court-appointed receiver (in such capacity, the "**Receiver**") of certain assets, undertakings and properties of TNB, coming on for hearing at Vancouver, British Columbia, on the 29th day of June, 2026; AND ON HEARING John Sandrelli and Eamonn Watson, counsel for the Monitor and the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Fifth Report of the Receiver dated June [-], 2026 (the "**Report**"); AND pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Notice of Application filed June [-], 2026, and supporting materials is hereby abridged such that the Notice of Application filed June [-], 2026, is properly returnable today and service thereof upon any interested party other than those parties on the Service List (as defined in the Order of this Court granted January 9, 2023 (the "**Receivership Order**")) maintained by the Receiver for these proceedings is hereby dispensed with.

2. On the "Closing Date", as defined in the Asset Purchase Agreement dated June 24, 2026 (the "**Sale Agreement**") between the Receiver and Canadian Copper Inc. (the "**Purchaser**"), a copy of which is attached as Appendix "[-]" to the Report, the definition of "Property", as set out in the Receivership Order, appointing the Receiver, is hereby expanded to include all of the Assets as defined the Sale Agreement and listed on **Schedule "C"** hereto, including all proceeds thereof. For greater certainty, the definition of "Property", as set out in the Receivership Order, shall include the Real Property Assets as defined in the Sale Agreement, but shall not include any real property, mineral claims, mining leases, or real property leases owned or held by TNB that are not included as part of the Real Property Assets as defined in the Sale Agreement.

3. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments to the Sale Agreement as the Receiver and the Purchaser may agree to, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Assets**").

4. This Order shall constitute the only authorization required by the Receiver to proceed with the Transaction, and that no shareholder or other approval shall be required in connection therewith, save for those authorizations contemplated in the Sale Agreement.

5. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of TNB's right, title and interest in and to the Assets described in the Sale Agreement and listed on **Schedule "C"** hereto shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, debentures or other financial or monetary

claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Orders of this Court, including, but not limited to, the Order of this Court granted August 19, 2022, as amended and restated by the Order of this Court dated August 29, 2022, and the Receivership Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of New Brunswick or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

6. Upon presentation for registration in the Land Registry of New Brunswick of a certified copy of this Order, in the manner prescribed by the applicable land registry office, together with a letter from the Receiver's counsel authorizing registration of this Order, the New Brunswick Registrar General of Land Titles is hereby directed to:

(a) enter the Purchaser as the owner of the Real Property, as identified in Section B.3 of **Schedule "C"** hereto (the "**Real Property**"), together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Real Property, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Real Property is a good, safe holding and marketable title and directs the New Brunswick Registrar General of Land Titles to register indefeasible title in favour of the Purchaser as aforesaid; and

(b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Real Property all of the registered Encumbrances including all Claims against title to the New Brunswick Property, whether or not they have been recorded or registered in the Registry Office pursuant to the *Registry Act* (New Brunswick) or in the Land Titles Office pursuant to the *Land Titles Act* (New Brunswick).

7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and from and

after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

8. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

9. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to TNB's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by TNB.

10. Subject to the terms of the Sale Agreement, vacant possession of the Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 10:00 am PST on the Closing Date (as defined in the Sale Agreement).

11. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Target Closing Date and the Outside Date (as defined in the Sale Agreement) to such later date as those parties may agree without the necessity of a further Order of this Court.

12. Notwithstanding:

(a) these proceedings;

(b) any applications for a bankruptcy order in respect of TNB now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of TNB,

the vesting of the Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of TNB and shall not be void or voidable by creditors of TNB, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

General

13. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, Burkina Faso, Namibia and South Africa to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to TNB and the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist TNB and the Receiver and their respective agents in carrying out the terms of this Order.

14. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of John Sandrelli
Lawyer for the Receiver

By the Court.

Registrar

SCHEDULE "A"

LIST OF COUNSEL

Counsel Name	Party Represented
John Sandrelli and Eamonn Watson	FTI Consulting Canada Inc., in its capacities as court-appointed monitor of Trevali Mining Corporation and Trevali Mining (New Brunswick) Ltd. and court-appointed receiver of Trevali Mining (New Brunswick) Ltd.

<u>**SCHEDULE "B"**</u>

FORM OF RECEIVER'S CERTIFICATE

No. S-226670
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

RECEIVER'S CERTIFICATE

RECITALS:

A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated January 9, 2023, as amended by an Order of the Court dated June 29, 2026, FTI Consulting Canada Inc. was appointed as the "**Receiver**" of all of the assets, undertakings and property of Trevali Mining (New Brunswick) Ltd., including all proceeds thereof, pursuant to *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.

B. Unless otherwise stated herein, all capitalized terms in this Receiver's Certificate shall have the meaning ascribed to them in the Asset Purchase Agreement dated June 24, 2026 (the "**Sale Agreement**") among the Receiver and Canadian Copper Inc. (the "**Purchaser**"). All references to Purchaser herein shall include any permitted assignee, if any, of the Purchaser.

C. Pursuant to an Order, dated June 29, 2026 (the "**Sale Approval Order**"), among other things, the Court approved the Sale Agreement, and provided for the vesting in the Purchaser of all of the rights, title, and interest in and to the Assets, which vesting is to be effective with respect to the Assets upon the Receiver filing a certificate confirming that the Closing has completed.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid the Purchase Price in full in accordance with the Sale Agreement.

2. Each of the conditions to Closing as set out in the Sale Agreement has been satisfied or waived by the Vendor and/or the Purchaser, as applicable.

3. The Closing has completed.

This Certificate was executed by the Receiver at **[Time]** on **[Date].**

FTI Consulting Canada Inc., solely in its capacity as the Court-appointed Receiver of the assets, undertakings and property of Trevali Mining (New Brunswick) Ltd., and not in its personal capacity

Per: ____________________________

Name:

Title:

SCHEDULE "C"

ASSETS

Section A.1 - Equipment & Machinery

Caribou Mine Restigouche County, New Brunswick, Canada - Categories of the Property and Constituent Assets		
#	Category	Description
1	Grinding Circuit	Sag, Ball, Re-Grind, and All Associated Pumps, Conveyors, and Support Equipment
2	Lead Flotation	Float Cells, Concentrate Filters, Pumps, Tanks, Samplers and Feeders and Support Equipment
3	Fine Grind Circuit	(3) ISA Mills and Associated Equipment
4	Zinc Flotation	Float Cells, Concentrate Filters, Pumps, Tanks, Samplers and Feeders and Support Equipment
5	Thickening/ Reagents Circuit	Float Cells, Pumps, Tanks, Thickeners, Samplers, Feeders, Tanks, Agitators, Dust Collection, Pumps, and Associated/Support Equipment
6	Mill Services	Vacuum Pumps, Pumps, Air Receivers and Blowers
7	Water Treatment	Including - Agitators, Air Receivers, Compressors, Screw Conveyor, Dust Collector, Mixing Tanks, Sump Pumps, Silos, Vibrator, etc.
8	Outotec Onstream Analyzer	
9	(2) Krebs Cyclopacks	
10	Ore Handling	Including - Belt Feeder, Conveyor Belts, Hopper, Chutes, Ore Bins, Monorails, Unit Heaters, Sump Pump, Hydraulic Pump, Vibrating Screen, Weight Scale, etc.
11	Underground Electrical Equipment /Services	Including - Circuit Breakers, Pole Mounted Disconnect Switches, Switch Gears, etc.
12	Electrical/Power Distribution-Mill Services	Including - Sub Stations, Circuit Breakers, Distribution Panels, Disconnect Switches, MCCs, Switch Gears, etc.
13	Diesel Generator	Mill Emergency Power
14	Assay Lab/Laboratory Assets	Including - Spectrometers, Atomizer, Recirculating Chillers, Fume Hoods, Jaw Crusher, Ovens, Water Purification System, Misc. Scales, Test Tubes, Beakers, Gloves, Masks, etc.
15	Water Distribution/Pumphouse	Including - Diesel Generator, Heaters, Circuit Breakers, Distribution Panels, Disconnect Switches, Monorail, Pumps, Transfer Switches, etc.
16	Spare Parts Stock Inventory	Including - Clamps, Joiners, Valves, Belts, Connectors Fuses, Bearings, Shafts, Cloths, Amplifiers, (Approx. 50) Sea Containers, Liners, Pumps, Gear Boxes, Fans, Motors, etc.
17	Machine Shops	Including - Demag Overhead Crane, Drill Press, Pipe Threader, Diaphragm Pumps, Bench Grinder, Hydraulic Press, Compressor, Chains, Hand Tools, etc.
18	Boneyard	Including - Misc. Parts, Piping, etc.
19	Rolling Stock	Including - Excavator, Wheel Loaders, Pick-Up Trucks, Ug Developmental Drills, Ug Bolters, Ug Haul Truck, Ug Scoop Tram, Land Cruisers, etc. (See Below Rolling Stock Itemized List)

Caribou Mine Restigouche County, New Brunswick, Canada - Rolling Stock Itemized List					
#	Make	Model	Equipment ID	Serial Number/VIN	Description
1	CAT	918M	VL-03	CAT0918MLH600270	Wheel Loader
2	CAT	930H	VL-01	CAT0930HTDHC011742	Wheel Loader
3	CAT	938K	VL-02	CAT0938KCSWL04163	Wheel Loader
4	CAT	120K	330C03	CAT0120KPSZZ00209	Motor Grader
5	CAT	TH514D	[Unknown]	MWG00163	Telehandler
6	CAT	279D	[Unknown]	[Unknown]	Skidsteer
7	CAT	301	[Unknown]	181,861	Mini-Excavator
8	Bobcat	MT55	MT55	[Unknown]	Mini-Loader
9	Ford	F150	[Unknown]	1FTFX1EF3GFC42300	Pick-Up Truck
10	Ford	F150	[Unknown]	1FTEX1EM4EFB78839	Pick-Up Truck
11	Chevrolet	[Unknown]	LV02	[Unknown]	Pick-Up Truck
12	Sandvik	DD321	DD-001	117D46424-1	UG Developmental Drill Rig
13	Sandvik	DD321	DD-002	117D44326-1	UG Developmental Drill Rig
14	Sandvik	DL421-15C	LD-003	117A50867-1	UG Production Drill Rig
15	MacLean	MEM975	BD-005	975-456	UG Bolter
16	Sandvik	DS421	CD-004	[Unknown]	UG Bolter
17	Sandvik	TH540	UT007	T740D664	UG Haul Truck
18	Sandvik	LH514	[Unknown]	L714D787	UG Scooptram
19	Getman	A-64	BT-001	7,053	UG Utility Vehicle
20	Getman	A-64	ULT002	6,418	UG Utility Vehicle
21	MineCat	MC100G	6,546	LF1M0100******	UG Utility Vehicle
22	Toyota/Acces	LandCruiser	TLC011	[Unknown]	UG Personnel Carrier
23	Toyota/Acces	LandCruiser	TLC007	[Unknown]	UG Personnel Carrier
24	Toyota/Acces	LandCruiser	TLC002	[Unknown]	UG Personnel Carrier
25	Toyota/Acces	LandCruiser	TLC010	[Unknown]	UG Personnel Carrier
26	Toyota/Acces	LandCruiser	TLC008	[Unknown]	UG Personnel Carrier
27	Amiko	AM-197	[Unknown]	20,210,705	Custom Made Charging Unit
28	McLellan	4Kx22x7	[Unknown]	MLH530997	Mill Liner
29	Weasel	[Unknown]	MW-3233	[Unknown]	Air Drill
30	Walden	[Unknown]	SD-01	[Unknown]	Scissor Lift
31	Walden	[Unknown]	SD-02	[Unknown]	Scissor Lift
32	Bombardier	B190-B269 (Tundra (E))	[Unknown]	2BPSGA6B86V000577	Snow mobile
33	Toyota/Acces	LandCruiser	TLC005 / TLC009	JTELB71540710639	UG Personnel Carrier
34	Toyota/Acces	LandCruiser	TLC006	[Unknown]	UG Personnel Carrier
35	Toyota/Acces	LandCruiser	TLC003	JTELB71J704325871	UG Personnel Carrier
36	Toyota/Acces	LandCruiser	TLC001	[Unknown]	UG Personnel Carrier
37	Toyota/Acces	LandCruiser	TLC004	[Unknown]	UG Personnel Carrier
38	Ford	F150	[Unknown]	1FTEX1EM4EFB78839	Pick-Up Truck

Section A.2 – Contracts

Nil

Section A.3 – Transferred Intellectual Property

Nil

Section B.1 – Leased Real Property

a. Industrial Surface Lease No. SIML 2271 (also referred to as Crown Lands Lease #415060027) over the lands identified as apparent PID 50237924.

Section B.2 – Mineral Titles

a. Mining Lease No. ML-246.

b. All mineral claims owned by Trevali Mining (New Brunswick) Ltd. including Claim Unit IDs 1321003I, 1321003J, 1321003K, 1321003L, 1321003M, 1321003N, 1321003O, 1321003P, 1321004A, 1321004B, 1321004C, 1321004D, 1321004E, 1321004F, 1321004G, 1321004H, 1321004I, 1321004J, 1321004K, 1321004L, 1321004N, 1321004O, 1321005B, 1321013I, 1321013J, 1321013K, 1321013L, 1321013M, 1321013N, 1321013O, 1321013P, 1321014A, 1321014B, 1321014C, 1321014D, 1321014G, 1321014H, 1321014I which comprise Mineral Claim 1773 (Woodside Brook).

Section B.3 – Real Property

a. The freehold parcel of real estate identified by Property Identification Number 50072032.

Section B.4 – Permits and Licences

All agreements, licenses, permits, approvals, consents, registrations, certificates and other authorizations issued or held by Trevali Mining (New Brunswick) Ltd. in connection with the Caribou Mine and/or the Business, including the following:

a. Caribou - Approval to Operate I-11977, issued by DELG;

b. Petroleum Storage Site License 7313;

c. Licencing for radiation devices from Canadian Nuclear Safety Commission #12086-2-22.9;

d. Industry Canada radio spectrum license, for VHF / UHF (licence number TBC);

e. Petroleum Storage Site License 4327; and

f. Purchaser’s Permit (Mining/Quarrying), if required.

SCHEDULE "D"

LISTED CLAIMS

1. TNB granted a debenture to The Bank of Nova Scotia (the "**BNS Debenture**"). A copy of the registered BNS Debenture, dated August 31, 2017, was recorded in the Recorder's Office on August 29, 2017. The BNS Debenture encumbers land owned by TNB but also explicitly references in Schedule "F-1" thereto that it encumbers "Mining Lease No ML-246 and Mining Lease No. ML-255" as well as "all mineral claims including Mineral Claim Group 1773 – Woodside Brook representing thirty-eight (38) mining claims and Mineral Claim Group 7403 – Restigouche representing six (6) mining claims".

The BNS Debenture was amended by way of an amendment dated February 26, 2018 which was recorded in the Recorder's Office on February 27, 2018.

2. TNB granted a debenture to Glencore Canada Corporation (the "**Glencore Debenture**"). A copy of the registered Glencore Debenture, dated October 1, 2020, was recorded in the Recorder's Office on November 2, 2020. The Glencore Debenture encumbers land owned by TNB but also explicitly references in Schedule "F-1" thereto that it encumbers "Mining Lease No ML-246 and Mining Lease No. ML-255" as well as "all mineral claims including Mineral Claim Group 1773 – Woodside Brook representing thirty-eight (38) mining claims and Mineral Claim Group 7403 – Restigouche representing six (6) mining claims".

3. The freehold parcel of real estate identified by Property Identification Number 50072032:

(a) The BNS Debenture.

(b) The Glencore Debenture.

(c) Redpath Canada Limited:
Claim for Lien (Construction Lien)
Restigouche
2022-08-18
42997487

(d) Toromont Industries Ltd./Industries Toromont Ltée:
Claim for Lien (Construction Lien)
Restigouche
2022-08-19
43005108

(e) Pumps Plus Ltd.:
Claim for Lien (Construction Lien)
Restigouche
2022-08-23
43017707

(f) Elmtree Resources Ltd.:
Claim for Lien (Construction Lien)
Restigouche
2022-09-06
43068049

(g) Power Precision Inc.:
Claim for Lien (Construction Lien)
Restigouche
2022-10-05
43173815

(h) Redpath Canada Limited:
Claim for Lien (Construction Lien)
Restigouche
2022-10-13
43198150

(i) Redpath Canada Limited:
Claimant
Restigouche
2022-10-13
43199067

(j) Pumps Plus Ltd.:
Claimant
Restigouche
2022-10-20
43225904

(k) Toromont Industries Ltd./Industries Toromont Ltée:
Claimant
Restigouche
2022-10-25
43245795

(l) Redpath Canada Limited:
Claimant
Restigouche
2022-11-01
43274217

(m) Redpath Canada Limited:
Claimant
Court Vesting Order
Restigouche
2023-09-11
44239326

4. Industrial Surface Lease No. SIML 2271 (also referred to as Crown Lands Lease #415060027) over the lands identified as apparent PID 50237924:

(a) The BNS Debenture.

(b) The Glencore Debenture.

No. S-226670
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION
(APPROVAL AND VESTING ORDER)

DENTONS CANADA LLP
BARRISTERS & SOLICITORS
250 Howe Street, 20th Floor
Vancouver, BC V6C 3R8
Phone No.: (604) 687-4460
Attention: Eamonn Watson

File No.
584476-9