

FORM 35 (RULES 8-4(1), 13-1(3) AND 17-1(2))

District of British Columbia  
Division No.:03-Vancouver  
Court No.: VLC-S-B-240236  
Estate No.: 11-3069299  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF  
OREA MINING CORP.**

**ORDER MADE AFTER APPLICATION**

**APPROVAL AND VESTING ORDER**

BEFORE THE HONOURABLE *Laurie* )  
 )  
 )

*August 21* / 2024

THE APPLICATION of Crowe MacKay & Company Ltd., in its capacity as trustee (the "Trustee") of the assets, undertakings and properties of Orea Mining Corp. (the "Debtor", coming on for hearing at Vancouver, British Columbia, on the 21<sup>st</sup> day of August, 2024; AND ON HEARING Heather A. Frydenlund, counsel for the Trustee, and those other counsel listed on Schedule "A" hereto, and Karen Fellowes appearing for Hexagon Build Engineering LLC, although duly served; AND UPON READING the material filed, including the Report of the Trustee filed July 31, 2024 (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

*Approving and vesting order*

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated June 26, 2024 (the "Sale Agreement"), between the Trustee and Hexagon Build Engineering LLC (the "Purchaser"), a copy of which is attached as Schedule "A" to this Order is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Trustee is hereby authorized and approved, and the Trustee 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 "Purchased Assets").

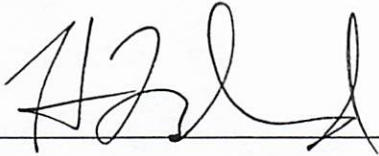
2. Upon delivery by the Trustee to the Purchaser of a certificate substantially in the form attached as Schedule "B" hereto (the "Trustee's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), reservation of ownership, any contractual right (including in respect of securities, right of first refusal, right of first offer or any other pre-emptive contractual right), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, 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 all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Trustee's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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.

4. The Trustee is to file with the Court a copy of the Trustee's Certificate forthwith after delivery thereof.
5. 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 Trustee is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records, if any, pertaining to the Debtor'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 the Debtor.
6. Subject to the terms of the Sale Agreement, possession of the Purchased Assets, shall be delivered by the Trustee to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement).
7. The Trustee, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
8. Notwithstanding these proceedings the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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.
9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this

Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

10. The Trustee 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.

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 Heather A. Frydenlund,  
Counsel for the Trustee



Signature of Karen Fellowes,  
Counsel for Hexagon Build Engineering LLC

BY THE COURT



\_\_\_\_\_  
REGISTRAR



**Schedule A – Sale Agreement**

Offer and Contract of Purchase and Sale  
(the "Contract")

Date of Offer: June 26<sup>th</sup>, 2024



"Vendor": Crowe MacKay & Company Ltd. in its capacity as the trustee (the "Trustee") in bankruptcy of Orea Mining Corp. ("OMC") c/o 1100 – 1177 West Hastings Street, Vancouver, B.C. V6E 4T5

"Buyer": Hexagon Build Engineering LLC (the "Buyer") Peace Avenue - 19, Blue Sky Tower, 7<sup>th</sup> floor Ulaanbaatar City, Sukhbaatar District, 1st Khoroo Mongolia.

Property: Personal Property (the "Property") subject to this Contract are selected and enumerated in the Appendices "A", attached hereto.

**OFFER TO PURCHASE:**

1. In making the Offer to Purchase, the Buyer acknowledges that it has received, read, and agreed to all of the Terms and Conditions contained in the Bid Package prepared by the Vendor, including those contained in the portion entitled "Disclaimer". Terms and Conditions are defined as all information commencing on page 3 thereof, as well as the terms set out in the footnotes located on every page of the bid package, which together, form a part of this Contract.
2. The Buyer hereby offers to purchase all of the Vendor's right, title, and interest in and to the Property from the Vendor on the terms and conditions set out in this Contract. The Buyer's Offer to Purchase may be accepted by delivery by the Vendor, or the Vendor's solicitors of a copy of this Contract with the Vendor's acceptance, completed.
3. Upon acceptance of the Offer to Purchase by the Vendor, this Contract will be a binding Contract of Purchase and Sale on the terms and conditions herein contained, subject to Court approval as contemplated herein. For further clarity, by submitting this offer to purchase, the Buyer acknowledges and agrees to be bound by the terms and conditions herein contained.
4. If this Offer to Purchase is not accepted by the Vendor, the Offer to Purchase will be extinguished and will no longer be binding on the Buyer.
5. The Buyer agrees that the Vendor may assign any part or all of the Offer to any party with the authority or conduct of sale of the Property, at its sole discretion, provided that if the Buyer assigns any part or all of the Offer to any party, it shall provide evidence thereof to the Vendor on or before the Condition Removal Date (as defined below).
6. The Buyer shall attach Schedule 1, duly completed to fully identify the specific Property, for which this offer is being made.

**PURCHASE PRICE:**

7. The Purchase Price is as defined in the attached Schedule 1 and is exclusive of transfer taxes.
8. The Purchase price is payable in Canadian Dollars, as follows:
  - (a) Deposit (19.3% of Purchase Price): The sum of CAD\$301,500.00 (the "Deposit") will be paid to the Vendor, or its solicitor by the Buyer upon delivery of this Offer to Purchase by the Buyer and will be held by the Vendor, or its solicitor, in trust; and

- (b) Balance: The balance of the Purchase Price of CAD\$1,258,500, plus or minus, as the case may be, the adjustments required to be made between the Buyer and the Vendor in accordance with this contract, will be paid on or, at the discretion of Buyer, before the Completion Date by way of wire transfer, bank draft or certified solicitor's trust cheque payable to the Vendor, or its solicitor in trust;
9. The Vendor and the Buyer shall use commercially reasonable efforts to agree prior to Completion upon the allocation the Purchase Price among the Property. If the Parties agree upon an allocation of the Purchase Price, they shall execute and file all of their own tax returns and prepare all of their own financial statements and other instruments on the basis of that allocation. Failure of the Parties to agree upon the allocation of the Purchase Price among the Property will not affect the Parties' obligations under this Contract including the obligation to complete the transaction contemplated in this Contract.
10. The Deposit shall be placed by the Vendor, or its solicitor in a non-interest-bearing account. The Deposit shall be credited and paid as follows:
- (a) upon Completion, the Deposit shall be paid to the Vendor, or its solicitor "In Trust", and the Deposit shall be credited to the Buyer on account of that portion of the Purchase Price payable on the Completion Date;
  - (b) if the sale and purchase of the Property contemplated by this Contract is not completed by reason of any default on the part of the Buyer, the Deposit thereon shall, at the Vendor's option, from and after the Completion Date be retained by the Vendor:
    - (i) as liquidated damages;
    - (ii) on account of damages; or
    - (iii) on account of the Purchase Price if the Vendor elects specific performance; and
  - (c) if the purchase and sale of the Property contemplated herein is not completed for any reason other than as set forth in Section 10(b) or this Offer is not accepted by the Vendor, the Deposit thereon shall be returned to the Buyer, on demand, upon delivery of the earlier of (i) written notice from the Buyer to the Vendor at any time prior to or after the Completion Date that the transaction will not be completed and (ii) written notice from the Vendor to the Buyer that the Offer has not been accepted.
11. The Buyer shall be solely responsible for payment of all applicable federal, provincial, and municipal transfer taxes arising in connection with the purchase and sale of the Property including, without limitation, goods and services tax and retail sales tax. If required by Vendor, Buyer will remit such taxes to the Vendor on the Completion Date or provide adequate support that such taxes will be satisfied directly to the relevant taxing authority. Alternatively, where applicable, the Buyer shall have the option to furnish the Vendor with appropriate exemption certificates.
12. Alternatively, if applicable, Buyer and Vendor shall jointly make the election provided for under subsection 167(1.1) of the Excise Tax Act such that no GST will be payable in respect of the sale contemplated by this Contract.

13. The Buyer agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of the above-mentioned taxes including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such taxes when due.

**SALE AND CLOSING PROCESS:**

14. The sale will be completed on the date that the conditions in Section 22 have been satisfied or waived by the Buyer or such earlier or later date as agreed to by Buyer and the Vendor (the "Completion Date").
15. The Buyer will have possession of the Property on the Completion Date as set out in this Contract. *The Buyer will have the responsibility to transfer the Property to itself and the Vendor will provide such cooperation and assistance as reasonably required.* If the Buyer is ultimately unable to obtain actual physical possession of the Property or a portion of the Property, then the Purchase Price shall be reduced by the amount proportionate to the value of that portion of the Property as agreed by the Parties in accordance with Section 9.
16. The Vendor has the right to terminate the Contract at any time if the Property has been redeemed by the Company, or by any other person having a right of redemption, in accordance with applicable law, or if the Vendor is discharged of its responsibilities and or the Vendor no longer has the authority or right to sell the Property (provided a replacement Trustee has not been appointed and available to complete the Transaction). If this Contract is terminated by the Vendor as set out herein the Deposit will be returned to the Buyer and the Vendor will have no further liability or obligations to the Buyer under this Contract. This clause is solely for the benefit of the Vendor.

**REPRESENTATION AND WARRANTIES:**

17. There are no representations, warranties, guarantees, promises or agreements made by the Vendor or OMC. The Buyer acknowledges and agrees that the Vendor is selling the Property on an "as is, where is" basis as at the Completion Date. The Buyer acknowledges and agrees that the Vendor and OMC have not made and will not make any warranty or representation in relation to the Property including any warranty or representation as to the marketability, legal rights, legal entitlement, fitness, design or condition of the particular purpose, quality or the existence of any defect, whether latent or patent.
18. The Vendor and OMC are not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or his tenants, guests, assigns, agents or by persons unknown.
19. With respect to environmental matters, and without limiting the generality of the foregoing, the Buyer agrees that it is responsible to investigate the environmental condition of the Property to its satisfaction and that it is responsible to satisfy itself, and is relying on its own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Property is satisfactory to the Buyer and the environmental condition of the Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property.



20. The Buyer further acknowledges that it has entered into this Contract on the basis that the Buyer has conducted such inspections of the condition of and title to the Property as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, legal claims, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Property or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (British Columbia) or similar legislation do not apply hereto and have been waived by the Buyer. The description of the Property contained in the Schedules hereto is for the purpose of identification only. No representation, warranty, or condition has or will be given by the Vendor or OMC concerning completeness or the accuracy of such descriptions.
21. The Buyer further acknowledges that it has relied entirely upon its own inspection and investigation of all matters in respect of the Property including but not limited to, the quantity, quality, and value of the Property.

#### CONDITIONS

22. The purchase and sale of the Property is subject to the following conditions being satisfied on or prior to the Completion Date, which conditions are for the benefit of the Buyer and may be waived, in whole or in part, by the Buyer:
- (a) The Vendor shall have obtained a final approval and vesting order of the court (the "**Approval and Vesting Order**"), which Approval and Vesting order shall be in form and in substance that is satisfactory to the Buyer, acting reasonably, approving this Contract and vesting in and to the Buyer the Vendor's right title and interest in the Property, free and clear of and from any and all liens, and shall be sought by service on a Service List agreeable to the Buyer, acting reasonably;
  - (b) the Approval and Vesting Order shall not have been appealed, set aside, varied or stayed within the appeal period provided for by Rule 31 of the Bankruptcy and Insolvency General Rules, C.R.C. 1978 c. 368, as amended, or, if appealed or stayed, all appeals shall have been dismissed and all stays shall have been lifted;
  - (c) the Buyer shall have made arrangements, satisfactory to the Buyer in its sole discretion, with the officers of Orea Paul Isnard Corp., a subsidiary of OHC, with respect to (i) amounts owed to such persons and (ii) their continued engagement for a reasonable transition period following the Completion Date;
  - (d) to the extent that it is reasonably capable of doing so, the Vendor shall deliver or cause to be delivered to the Buyer the deliveries listed in Section 23; and
  - (e) on the date upon which the court grants the Approval and Vesting Order, the Vendor will not have actual written notice of any action or proceeding pending (other than by the Vendor or the Buyer) and there shall be no order or notice from any governmental entity, to (or that seeks to) enjoin, restrict or prohibit, on a temporary or permanent basis any of the transactions contemplated by this Contract or imposing any terms or conditions on the transactions contemplated by this Contract.

23. At Completion, subject to the provisions of this Contract, the Vendor, including, without limitation, section 17 of this Agreement, shall deliver or cause to be delivered to the Buyer the following:
- (a) the Property, with such delivery to occur *in situ* wherever such Property is located at Completion;
  - (b) the Approval and Vesting Order; and
  - (c) such other agreements, documents and instruments as may be reasonably required by the Buyer to complete the transactions provided for in this Contract, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.
24. The Buyer shall advise the Vendor on or before July 9, 2024 (the "**Condition Removal Date**"), that all conditions for completion have been removed or satisfied, other than the application for, and delivery of the Approval and Vesting Order and such other conditions which, by their nature, can only be satisfied upon Completion.

#### **ACTIONS TO SATISFY CONDITIONS**

25. The Vendor shall use commercially reasonable efforts to take or cause to be taken all such actions so as to ensure compliance with all of the conditions set forth in Section 22.

#### **CMMO PROCEEDINGS**

26. The Vendor shall cooperate with Buyer in its efforts to obtain (i) an extension to the June 20, 2024 filing deadline in respect of the proceedings commenced in respect of Compagnie Minière Montagne d'Or ("**CMMO**") and currently before the Bordeaux Court of Appeal (the "**CMMO Proceedings**") or (ii) an adjournment of the CMMO Proceedings, in either case for a period that extends 30 days beyond the anticipated Completion Date.

#### **INTERIM FINANCING**

27. In order to permit the Vendor to comply with its obligations under Section 22 and 23, the Buyer is prepared to provide, upon acceptance of this Offer to Purchase by the Vendor, an additional retainer in the amount of CAD\$50,000 (the "**Retainer**"), with such amount payable to or to the order of the Vendor. The Vendor shall be entitled to use the Retainer in its sole and unfettered discretion to pay its fees, expenses and taxes, and the fees, expenses and taxes of its legal counsel, as contemplated hereunder, but shall, acting reasonably, return any unused portion of the Retainer to the Buyer following entry of the Approval and Vesting Order. For greater certainty, the Vendor's obligation is to apply to Court for an Approval and Vesting Order, and, if in the Court's discretion, the Court shall refuse to make the Approval and Vesting Order, the Vendor's entitlement to use the Retainer shall not be affected.

#### **RISK AND DAMAGE:**

28. Up to the Completion Date, any risk of loss, or damage, by fire, or other cause, to the Property will remain with the Vendor. The Vendor is not required to maintain any insurance relating to the Property, but if there is such insurance the Vendor will hold any insurance policies or compensation policies, if any, and any proceeds of any insurance policies or compensation, in trust for the Vendor and the Buyer.

29. If, prior to the Completion Date all or a material part of the Property is lost, damaged or destroyed then Buyer may terminate this Contract in which case this Contract shall be terminated, null and void and of no force or effect whatsoever and the Deposit shall be returned to the Buyer.

**MISCELLANEOUS:**

30. If any term of this Offer to Purchase is inconsistent with the Terms and Conditions, this offer shall prevail.
31. Time will be of the essence hereof, and unless the balance of the Purchase Price is paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Contract at its sole discretion at any time following the Completion Date.
32. The Property and all included items will be at the risk of the Vendor until Completion and afterwards, the Property and all included items will be at the risk of the Buyer.
33. If the Buyer consists of one or more companies or individuals, each of the companies or individuals will be jointly and severally liable for the performance of the Buyer's covenants, agreements, promises, representations, and warranties hereunder. Upon giving notice to the Vendor, Buyer may assign this Contract or any of its rights and/or obligation under this Contract to any of its affiliates, subject to Section 5 herein.
34. Any notice, document or communication required or permitted to be given under this Contract will be in writing and will be considered to have been duly given if delivered by hand, mailed by prepaid registered mail or sent by email to the party to which it is to be given at the address or email shown on the first page of this Contract. In addition, any notice to the Buyer may be effectively given to its lawyer. Either party may at any time change the address or number set out above by giving written notice to the other party in accordance with this paragraph. A business day is any day except a Saturday, Sunday or statutory holiday in British Columbia.
35. If the Vendor is delayed in doing anything the Vendor is required to do under to this Contract, and the delay is caused by any condition or cause beyond the reasonable control of the Vendor including, without limitation, acts or omissions by third parties not related to the Vendor, strike, lockout, labour dispute, unusual geotechnical conditions, climatic condition, act of God, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental or health authorities, enemy or hostile action, civil commotion, fire or other casualty, the time for the Vendor doing anything the Vendor is required to do pursuant to this Contract will be extended by a time equivalent to the period of such delay.
36. All representations, covenants, agreements and consents contained in this Contract will survive the completion of the transactions contemplated herein and will not be merged in any document delivered pursuant to this Contract.
37. All words in this Contract may be read and construed in the singular, plural, masculine, feminine or body corporate, as the context requires.
38. This Contract will be governed and construed in accordance with the laws of British Columbia, and all money will be paid in Canadian funds.
39. In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors, and assigns.

40. This Contract may be executed and transmitted by electronic mail and each such transmitted counterpart will be deemed to be an original and such counterparts together shall constitute a single instrument.
41. This Contract, Schedule "1" and all Appendices attached to it constitute the entire agreement between the parties with respect to the Property and all verbal or written negotiations, communications, and agreements between the Vendor and the Buyer and their respective representatives are superseded by this Contract. This Contract may not be modified or amended except by an instrument in writing signed by both parties.

THIS OFFER IS MADE BY THE BUYER THIS 26 DAY OF JUNE 2024

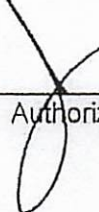
HEXAGON BUILD ENGINEERING LLC

Per:



THE VENDOR HEREBY ACCEPTS THE ABOVE OFFER AND AGREES TO COMPLETE THE SALE UPON THE TERMS AND CONDITIONS SET OUT HEREIN THIS 27<sup>th</sup> DAY OF June, 2024.

OREA MINING CORP., BY ITS TRUSTEE  
CROWE MACKAY & COMPANY LTD

Per:  \_\_\_\_\_  
Authorized Signatory

## Schedule "1" – Property and Allocation of Purchase Price

### Property:

Subject to the terms and conditions of the Contract and subject to the approval of the Court, the Vendor agrees to sell, assign and transfer to the Buyer and the Buyer agrees to purchase from the Vendor, effective as at 12:01 a.m. (Vancouver time) on the Completion Date the following (collectively, the "Property"):

- (a) all of the issued and outstanding shares in the capital of Orea Holdings Corp. (as more particularly described in Appendix A-1).

<b>TOTAL ("Purchase Price")</b>	<b>CAD\$1,560,000.00</b>
Initial Deposit (19.3% of Purchase Price)	CAD\$301,500.00

### Purchase Price Allocation:

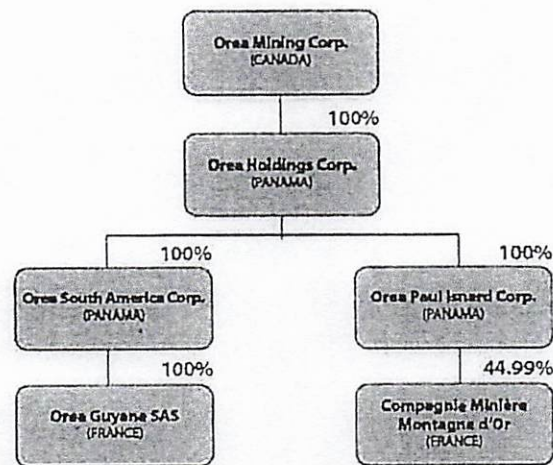
TBD in accordance with Section 9 of the Contract

## APPENDIX A-1

### 100% Ownership of the Shares of Orea Holding Corp.

#### General description

100% of the shares in the capital of Orea Holdings Corp. ("OHC"), a company incorporated under the laws of the Republic of Panama, representing all of the total issued and outstanding shares in the capital of OHC. In turn, OHC holds a 100% interest in two (2) other Panamanian corporations including: Orea South America Corp. ("OSAC") and Orea Paul Isnard Corp ("OPIC"). OSAC owns 100% of the shares of Orea Guyane SAS ("OGSAS"). OPIC owns a 44.99% interest (the "Minority Interest") in a French joint-venture company called Compagnie Minière Montagne d'Or ("CMMO").



CMMO has been engaged in the development of the 5 million-ounce Montagne d'Or gold project (the "Project") in French Guiana, France. The Project has been unable to proceed, mainly due to international sanctions (the "Sanctions") placed on the Russian controlled majority JV partner of OPIC, Nord Gold S.E. The Trustee understands that, as a result of the Sanctions, CMMO's various exploration permits and licenses are either on hold or have expired. Further, the Trustee understands that CMMO faces legal challenges respecting title to the Project and even in the absence of Sanctions may not be able to proceed to reactivate, renew or otherwise obtain the necessary permits and licenses in order to restart development of the Project.

Accordingly, the Trustee is conducting the SISP in order to solicit offers to purchase the Trustee's interest in the Shares, if any, which ultimately entitles the purchaser to OPIC's Minority Interest in CMMO. Based on information provided by former employees, which the Trustee is advised was provided on a best efforts basis, a purchaser may benefit from approximately CAN\$130 million of studies and development expenditures on the Project which may include, but is not necessarily limited to:

- Extensive drilling;
- A completed bankable feasibility study ("BFS");
- Environmental, community and social impact studies;
- Various reports related to the above; and
- Potential litigation to consider against various parties including corporate entities and governments.



As noted above, the Trustee understands that CMMO may not be able to proceed to develop the Project. Accordingly, it is uncertain as to what, if anything, a purchase of the Shares, and by extension of the Minority Interest, will achieve beyond, possibly, providing a purchaser with access to certain documents and records to which OPIC may be entitled access. The Trustee advises that any potential purchasers for the Shares are directed to conduct their own due diligence as to what, if anything, a purchaser will receive.

Schedule B – Trustee’s Certificate

District of British Columbia  
Division No.:03-Vancouver  
Court No.: VLC-S-B-240236  
Estate No.: 11-3069299

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF  
OREA MINING CORP.**

**TRUSTEE’S CERTIFICATE**

PURSUANT TO THE APPROVAL AND VESTING ORDER pronounced \_\_\_\_\_,  
2024, Crowe MacKay & Company Ltd., in its capacity as trustee of the assets,  
undertakings and properties of Orea Mining Corp. (the “Trustee”) hereby certifies as  
follows:

1. The Trustee confirms that Hexagon Build Engineering LLC has paid the purchase price to the Trustee and the Transaction has completed.

DATED at the City of Vancouver, in the Province of British Columbia, this \_\_\_ day of \_\_\_\_\_, 2024.

Crowe MacKay & Company Ltd., in its capacity as trustee of the assets, undertakings and properties of Orea Mining Corp.

By: \_\_\_\_\_  
Name:  
Position:

## Schedule C – Service List

Name	Address / Attention
Orea Mining Corp.	Attn: Robert Giustra; <a href="mailto:robert@columbusgroup.com">robert@columbusgroup.com</a>
Crowe MacKay & Company Ltd.	1100 – 1177 West Hasting Street Vancouver, BC V6E 4T5 Attn: Jonathan McNair, <a href="mailto:Jonathan.McNair@crowemackay.ca">Jonathan.McNair@crowemackay.ca</a> Tetsu Takagaki, <a href="mailto:Tetsu.Takgaki@crowemackay.ca">Tetsu.Takgaki@crowemackay.ca</a>
Hexagon Build Engineering LLC	c/o Stikeman Elliott 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Attn: Michael Burkett, <a href="mailto:MBurkett@stikeman.com">MBurkett@stikeman.com</a> Elizabeth Pillon, <a href="mailto:LPillon@stikeman.com">LPillon@stikeman.com</a>
Nord Gold SE	5 <sup>th</sup> Floor, 6 St Andrew Street London EC4A3AE United Kingdom Attn: Evgeny Tulubensky, <a href="mailto:evgeny.tulubensky@nordgold.com">evgeny.tulubensky@nordgold.com</a> <a href="mailto:info@nordgold.com">info@nordgold.com</a>
Ministry of Attorney General (British Columbia)	Legal Services Branch, Health and Revenue PO Box 9280 St Prov Govnt Victoria, BC V8W 9J7 Attn: Aaron Welch, <a href="mailto:aaron.welch@gov.bc.ca">aaron.welch@gov.bc.ca</a> Adrea Glen, <a href="mailto:AGLSBRevTaxInsovcy@gov.bc.ca">AGLSBRevTaxInsovcy@gov.bc.ca</a>
Department of Justice	Tax Law Services Attn: Yianni Pappas, <a href="mailto:Yianni.Pappas-Acreman@justice.gc.ca">Yianni.Pappas-Acreman@justice.gc.ca</a>
British Columbia Securities Commission (BCSC)	701 W Georgia Street P.O. Box 10142, Pacific Centre Vancouver, BC V7Y 1L2 Attn: Wilkin Chou, <a href="mailto:WChou@bcsc.bc.ca">WChou@bcsc.bc.ca</a>

District of British Columbia  
Division No.:03-Vancouver  
Court No.: VLC-S-B-240236  
Estate No.: 11-3069299  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF OREA  
MINING CORP.

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Attention: Jonathan L. Williams  
File No.: 34370-0004