2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of 15444781 Canada Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act* R.S.C., 1985 c. C-36 as amended ("**CCAA**")

SEVENTH REPORT OF GRANT THORNTON LIMITED, IN ITS CAPACITY AS MONITOR UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36 OF 15444781 Canada Inc.

December 1, 2023

Grant Thornton Limited,

Court-Appointed Monitor

200 King Street West, Floor 11,

Toronto, Ontario

M5H 3T4

TABLE OF CONTENTS

APPENDICES

INTRODUCTION

1. On February 23, 2023, Rambler Metals and Mining Canada Limited ("**Rambler Canada**") and 1948565 Ontario Inc. ("**1948**") (collectively, the "**Rambler Group**"), Rambler Metals and Mining, plc, ("**Rambler UK**"), and Rambler Mines Limited ("**Rambler Mines**" and with Rambler UK and the Rambler Group, collectively the "**Companies**"), made an application to commence proceedings pursuant to the CCAA (the "**CCAA Application**").

2. On February 27, 2023, the Honourable Justice MacDonald of the Supreme Court of Newfoundland and Labrador (the "**Court**") issued an order ("**Initial Order**") granting the Rambler Group protection from its creditors pursuant to the CCAA and appointing Grant Thornton Limited ("**GTL**") as monitor ("**Monitor**").

3. Pursuant to the Initial Order, amongst other things, all creditors were stayed from commencing or continuing any proceedings against the Rambler Group up to and including, March 6, 2023 ("**Stay Period**"), or until such date as the Court may by subsequent order direct. The Stay Period was further extended by multiple orders and, most recently, to December 31, 2023 by the Approval and Reverse Vesting Order (the "**ARVO**") issued on September 11, 2023.

4. The Court also issued the sales and investment solicitation process order ("**SISP**" and "**SISP Order**") on March 15, 2023, which, among other things, directed and empowered the Monitor to administer a SISP in the CCAA Proceedings.

5. On September 11, 2023 the Court the ARVO, the Monitor's Enhanced Power's Order (the "**Enhanced Powers Order**"), and the Claims Identification Order (the "**Claims Identification Order**") at which time approved, amongst other things:

   (a) the Amended and Restated Subscription Agreement between the Rambler Group, as Vendor, and AuTECO Minerals Ltd. ("**AuTECO**"), as purchaser, as well as the Transactions as defined therein ("**AuTECO Transaction**");

   (b) the formation of a new corporation, 15444781 Canada Inc. ("**NewCo**"), and the addition of NewCo as an applicant to these CCAA Proceedings upon the closing of the AuTECO Transaction, at which time NewCo replaced the Rambler Group in these CCAA Proceedings;

(c) an amendment of the FARIO and the extension of the Stay Period to December 31, 2023;

(d) a Claims Identification Process, to be administered by the Monitor, which established a claims identification procedure for the submission of Claims against the Rambler Group and its directors and officers; and

(e) the expansion of the Monitor's powers over NewCo subsequent to closing the AuTECO Transaction, effective upon the Monitor delivering the Monitor's Certificate confirming that NewCo had been added as an Applicant in these CCAA Proceedings and NewCo has no directors remaining.

6. This seventh report of the Monitor ("**Seventh Report**"), the preceding reports of GTL as Proposed Monitor and as Monitor, and all other information in respect of the CCAA proceedings (the "**CCAA Proceedings**"), are posted on the Monitor's case website at www.GrantThornton.ca/Rambler. Readers are encouraged to read the following reports of the Proposed Monitor and of the Monitor, the materials filed with the Court in relation to the applications and the orders of the Court to provide additional information:

Reports to the Court

(a) Pre-Filing report of GTL as Proposed Monitor dated February 23, 2023 (the "**Pre-Filing Report**");

(b) First Report of the Monitor dated March 3, 2023 (the "**First Report**");

(c) Second Report of the Monitor dated March 13, 2023 (the "**Second Report**");

(d) Third Report of the Monitor dated April 5, 2023 (the "**Third Report**");

(e) Fourth Report of the Monitor dated May 12, 2023 (the "**Fourth Report**");

(f) Fifth Report of the Monitor dated June 28, 2023 (the "**Fifth Report**"); and

(g) Sixth Report of the Monitor dated August 31, 2023 (the "**Sixth Report**") and Confidential Supplement to the Sixth Report (filed under seal).

Court Orders

(a) Endorsement dated February 24, 2023;

(b) CCAA Initial Order dated February 27, 2023, and Reasons for Judgement;

(c) Stay Extension Order dated March 6, 2023;

(d) ARIO dated March 7, 2023;

(e) FARIO dated March 15, 2023;

(f) SISP Order dated March 15, 2023;

(g) Order regarding WEPPA declaration ("**WEPPA Order**"), dated April 6, 2023;

(h) FARIO dated May 16, 2023;

(i) Vesting Order regarding Transamine Settlement, dated June 29, 2023 ("**Transamine Vesting Order**");

(j) ARVO re AuTECO Transaction dated September 11, 2023, attached hereto as **Appendix "A"**;

(k) Enhanced Powers Order, dated September 11, 2023, attached hereto as **Appendix "B"**; and

(l) Claims Identification Order, dated September 11, 2023, attached hereto as **Appendix "C"**.

PURPOSE OF THE SEVENTH REPORT

7. The Seventh Report is intended to provide the Court with the following:

(a) An update on the activities of the Monitor since August 31, 2023, the date of the Sixth Report, including an update on closing of the AuTECO Transaction;

(b) An update on the Claims Identification Process administered by the Monitor pursuant to the Claims Identification Order, and the Monitor's review of the Claims that have been submitted that purport to have a priority over the claims of the senior secured creditors (the "**Senior Creditors**");

(c) The factual basis for the request of the following orders by the Court:

i. Approving a distribution to the Senior Creditors and to creditors with priority payable claims, including the Monitor's proposed methodology thereto ("**Proposed Distribution**") and the Monitor's Distribution Holdback (as defined below);

ii. Extending the Stay Period to May 19, 2025, approximately 19 months after the closing of the AuTECO Transaction;

iii. Terminating the Court ordered DIP Charge, and reducing the Administration Charge to $500,000;

iv. Terminating these CCAA Proceedings and discharging the Monitor upon the execution and filing of a Monitor's termination certificate ("**Termination Certificate**"), confirming that a final distribution of available funds has been done and all remaining matters have been completed to terminate these CCAA Proceedings;

v. Terminating the Court ordered Administration Charge and Director and Officers' Charge upon termination of these CCAA Proceedings;

vi. Approving the Seventh Report, as well as the activities of the Monitor and its counsel as reported herein; and

vii. Approving the fees and disbursements of the Monitor and its counsel from the commencement of these CCAA Proceedings through October 31, 2023, as well as the estimated fees of the Monitor and its counsel to finalize these CCAA Proceedings.

TERMS OF REFERENCE

8. In preparing this Seventh Report, the Monitor has relied upon unaudited internal financial statements, certain other financial information and financial projections of the Rambler Group, discussions with management of the Rambler Group ("**Management**") and its legal advisor, and discussions with certain senior secured noteholders and their legal advisor (collectively, the "**Information**"). While the Monitor has reviewed the Information for reasonableness and believes that the information herein provides a fair summary of the transactions and underlying financial position as reflected in the documents of the Rambler

Group, the Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian Generally Accepted Auditing Standards.

9. Some of the Information used in preparing this Seventh Report consists of forward-looking information. The Monitor cautions that such forward looking information is based upon assumptions about future events and conditions that are not ascertainable. The actual results with respect to the forward-looking information and the variations thereof could be significant.

10. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by Management, within the context in which such Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Seventh Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Rambler Group and its Management.

11. This Seventh Report has been prepared for the use of this Court and the Rambler Group's stakeholders as general information relating to the Rambler Group and these CCAA Proceedings, and to assist the Court in determining whether to grant the relief sought by the Rambler Group. Accordingly, the reader is cautioned that this Seventh Report may not be appropriate for any other purpose. The Monitor does not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Seventh Report contrary to the provisions of this paragraph.

12. Unless otherwise stated, all monetary amounts contained herein are expressed in US Dollars. Capitalized terms not otherwise defined herein have the meaning given to them in the orders granted by the Court, the Monitor's previous reports as outlined above and the Subscription Agreement.

ACTIVITIES OF THE MONITOR

13. Since the date of the Sixth Report the Monitor has, amongst other things:

(a) Continued to assist the Rambler Group with its communications in respect of these CCAA Proceedings, including with employees, creditors, suppliers, and other stakeholders;

(b) Coordinated weekly update meetings with Management to discuss and review ongoing matters related to the CCAA Proceedings, Warm Idle operations, claim reviews and matters related to closing the AuTECO Transaction;

(c) Administered the Claims Identification Process pursuant to the Claims Identification Order, as discussed in more detail below; and

(d) Monitored the actual cash flows of the Rambler Group relative to the August Forecast, as submitted in the Sixth Report, and provided ongoing reporting of same to the DIP Lenders pursuant to the DIP Financing Agreement and to AuTECO in support of the weekly operational funding received by AuTECO pursuant to the Amended and Restated Subscription Agreement.

Closing of the AuTECO Transaction

14. Upon Court approval of the Subscription Agreement and the granting of the ARVO on September 11, 2023, the Monitor and its counsel worked with the Rambler Group, AuTECO and its advisors to advance the remaining matters to be finalized prior to closing the AuTECO Transaction before the Outside Date. This included reviewing and finalizing certain amendments to the Subscription Agreement permitted by the ARVO. The Amended and Restated Subscription Agreement dated October 18, 2023, is attached as **Appendix "D"**.

15. On October 19, 2023, the Monitor filed the Monitor's Closing Certificate, attached as **Appendix "E",** confirming that (i) AuTECO had paid the first segment of the Purchase Price (ii) the conditions to closing as set out in the Amended and Restated Subscription Agreement has been satisfied and (iii) the AuTECO Transaction had closed. On October 30, 2023, the Monitor directed that the Specified Arrears be paid the first segment of the Purchase Price pursuant to the ARVO and Amended and Restated Subscription Agreement.

16. Following the closing of the AuTECO Transaction, NewCo's sole director resigned. Accordingly, the Monitor filed the Enhanced Powers Certificate, attached as **Appendix**

"F", confirming that NewCo had replaced the Rambler Group in these CCAA Proceedings and that NewCo no longer had any directors.

Repayment of DIP Facility

17. On September 22, 2023, after consultation with the Monitor, the Rambler Group repaid USD $900,000 of the DIP Facility, pursuant to the repayment clause of the Court approved DIP Financing Agreement.

18. Subsequent to closing the AuTECO Transaction and in accordance with the Monitor's stated intentions in the Sixth Report and the ARVO, on October 24, 2023, the Monitor repaid the remaining balance owing by Rambler Group to the DIP Lenders in the amount of USD $6,646,372.06.

19. The DIP Facility has now been paid in full and there is no ability for NewCo to use the DIP Facility during the remainder of these CCAA Proceedings. The Monitor is therefore of the view that the DIP Charge is no longer required and should be terminated.

CLAIMS IDENTIFICATION PROCESS

20. Pursuant to the Claims Identification Process, on September 12, 2023, the Monitor distributed a Claims Package to all known creditors of the Rambler Group electronically and via ordinary mail, as applicable. Attached at **Appendix "G"** are affidavits of mailing confirming same, which includes the listing of all creditors and copies of the Claims Package.

21. On September 12, 2023, the Monitor posted the Claims Package on its case website. Subsequently, on September 15, 2023, the Monitor caused newspaper advertisements to be posted in The Globe and Mail and The Telegram (Newfoundland) summarizing details of the Claims Identification Process. Copies of the newspaper advertisements are attached hereto as **Appendix "H"**.

22. A total of seventy-two (72) Claims were submitted to the Monitor by sixty-three (63) Claimants. Of the total Claims received, only two unsecured Claims were submitted after the Claims Bar Date of October 11, 2023. The late filed claims have been included in the total count below.

Claims filed by type	Count (#)	$CAD
Restructuring Claims	4	354,462
Pre-Filing Claims	68	83,184,739
Total	**72**	**83,539,201**

Claims filed by Priority	Count (#)	$CAD
Secured Claims	18	66,769,731
Priority Claims	4	1,671,342
Unsecured	50	15,098,128
Total	**72**	**83,539,201**

23. A detailed summary of the Claims filed with the Monitor is attached at **Appendix** "**I**". Each Claim received was provided to the Rambler Group's counsel and reviewed by the Monitor in accordance with the Claims Identification Order.

Monitor's Determination of Priority Claims

24. While the Monitor had stated previously in the Sixth Report that it was not expected there would be a distribution to unsecured creditors in these CCAA Proceedings, the Claims Identification Process allowed parties who believed that they may have a claim in priority to the Senior Creditors to assert such a Claim. The Monitor also requested and reviewed Claims from the Senior Creditors.

25. Paragraph 30 of the Claims Identification Order empowers the Monitor to, amongst other things, accept, revise, or disallow each Claim and determine the priority as may be asserted in a filed Claim, subject to further determination by the Court, should the Claimant dispute the Monitor's determination.

(a) While the Monitor reviewed all Claims received, any communication to the Claimants by the Monitor in respect of the Monitor's determination of the validity and priority of their Claims was restricted to those Claims that (1) ranked in priority to the Claims of the Senior Creditors (2) were filed either as (i) a secured claim or (ii) an unsecured claim, but with purported priority to the claims of the Senior Creditors and which the Monitor determined were subordinate to the Claims of the Senior Creditors; or (3) were filed as unsecured Claims, but were determined by the Monitor to have a priority to the Claims of the Senior Creditors (collectively, the "**Affected Claimants**").

(b) On November 17 and 20, 2023, the Monitor communicated to the Affected Claimants the Monitor's determination of their Claim, and whether pursuant to that determination the Affected Claimant would likely receive a distribution in respect of their Claim. Within that communication, and to provide greater certainty to the Monitor's distribution calculation, the Monitor requested that the Affected Claimants advise the Monitor within seven (7) days whether the Affected Claimant intended to dispute the Monitor's determination.

(c) As at the date of this Report, no Affected Claimant has provided the Monitor with notice that they intend to dispute the Monitor's determination of their Claim pursuant to paragraph 30 of the Claims Identification Order.

26. Based on a review by the Monitor, its counsel and the Rambler Group's counsel of the Claims received by the Monitor, the following Claims were determined to rank in priority to the Claims of the Senior Creditors:

(a) Service Canada in respect of its super priority for balances owing by the Rambler Group pursuant to payments made to Rambler Group employees under the wage earner protection program ("**WEPP**").

(b) Canada Revenue Agency, in respect of its deemed trust Claim for deductions at source withheld by the Rambler Group pre-filing, and not submitted to CRA.

(c) The province of Newfoundland and Labrador in respect of amounts owing by the Rambler Group for Health and Post Secondary Education Tax ("**HAPSET**") payroll tax, which in the Monitor's view is akin to a deemed trust.

27. Based on a review by the Monitor, its counsel and the Rambler Group's counsel of the Claims received by the Monitor, Claims by Affected Claimants that were determined to rank subordinate to the claims of the Senior Creditors included, amongst others:

(a) Claims in respect of liens filed against the Rambler Group's Property;

(b) Claims that were filed as Restructuring Claims, but after further analysis and discussion with the Rambler Group, the Monitor determined such claims were ordinary unsecured Claims;

(c) Contingent Claims filed as secured Claims, which related to Excluded Contracts; and

(d) Claims for royalties that did not have an underlying interest in land, and which were Excluded Contracts in the AuTECO Transaction.

Property Taxes

28. The Monitor, with the assistance of counsel, has reviewed the Claims filed by the town of Baie Verte, the town of South Brook, and the town of Seal Cove (together, the "**Municipalities**" and "**Municipal Tax Claims**") in respect of pre-filing amounts owed by the Rambler Group. The Monitor notes that the Municipal Tax Claims include amounts owing by the Rambler Group in respect of outstanding property tax, business tax and municipal tax, amongst other items, and that some of the Municipal Tax Claims are associated with annual tax agreements between the Rambler Group and the relevant Municipalities.

29. After further research, the Monitor recognized that the priority of the Municipal Tax Claims was uncertain and further information would be required to determine the Claims pursuant to paragraph 30 of the Claims Identification Order. Therefore, on November 20, 2023, the Monitor requested further information from the Municipalities, including a breakdown of the property and business taxes levied, including when the taxes were imposed and in respect of what period, and an allocation of the taxes levied as between the real property and the buildings on the real property. The Monitor notes that the Rambler Group did not own the real property on which its operations were based, as such real property is leased from the Crown, which is typical for mining companies.

30. As at the date of this Seventh Report, the Monitor continues to gather information from the Municipalities in order to make a determination of the relative priority of the Municipal Tax Claims as against the Senior Creditors. The Monitor intends to hold back cash from the Proposed Distribution in the full amount of the Municipal Tax Claims ("**Municipal Tax Holdback**") until such determination is made. The Monitor intends to finalize its determination before January 31, 2024.

31. Once a priority determination of the Municipal Tax Claims are made, the Monitor intends to advise the relevant Municipalities and Senior Creditors of the Monitor's determination. If neither the Municipalities nor the Secured Creditors dispute the Monitor's determination, the Monitor intends to distribute the Municipal Tax Holdback in the order of priority, after the Interim Distribution (as defined below). In the event that either party does dispute the Monitor's determination, the Monitor will provide this information to the Court and maintain the Municipal Tax Holdback until further Order of the Court. If the Monitor requires time from the Court to determine the priority of the Municipal Tax Claims, the Monitor intends to bring a motion prior to January 31, 2024, subject to this Court's availability.

Senior Creditors

32. The Monitor, its counsel and the Rambler Group's counsel also reviewed the Claims filed by the Senior Creditors. The priority amongst the Senior Creditors is governed by an intercreditor agreement dated April 1, 2022 ("**Intercreditor Agreement**"), discussed in paragraph 24 of the Fourth Report. The Claims of the Senior Creditors are summarised as follows:

Senior Creditors- order of priority	Claim: $CAD
NewGen (1000499078 Ontario Inc.)- *First Lien capped at USD $10M*	13,715,000
Sandstorm Gold Ltd.	2,414,656
NewGen- balance of Claim	13,091,075
Elemental Altus Royalties Corp.	18,755,967
Transamine S.A.	4,868,637
Senior Creditor Claims- as filed	**52,845,335**

33. The Monitor advised the Senior Creditors in communications on October 31, 2023 (discussed further below) that to calculate an appropriate distribution, the Monitor required a date to cease all interest and costs associated with Claims by Senior Creditors, and the Monitor had chosen the Claims Bar Date. After further consultation with counsel and discussions with the Senior Creditors, the Monitor understands that the Intercreditor Agreement and security associated with Claims by Senior Creditors allows interest for certain Senior Creditors up to the date the Claims are repaid.

34. The Monitor reviewed the Intercreditor Agreement amongst the Senior Creditors and confirmed that the interest and costs charged by NewGen and Elemental was consistent with their Claims, and further that Sandstorm did not have the ability to charge interest pursuant to the Intercreditor Agreement. As the Proposed Distribution does not provide for funds to Transamine, the Monitor only requested revised Claims by NewGen and Elemental up to the date of the motion for distribution, being December 11, 2023. The revised Claims accepted by the Monitor are summarized below:

Senior secured creditor- order of priority	Claim: $CAD
NewGen (1000499078 Ontario Inc.)- *First Lien capped at USD $10M*	13,715,000
Sandstorm Gold Ltd.	2,414,656
NewGen- balance of Claim	14,129,613
Elemental Altus Royalties Corp.	21,569,362
Transamine S.A.	4,868,637
Senior secured creditor claims	**56,555,268**

35. Notwithstanding the Intercreditor Agreement allowing interest to continue to accrue until the Claims are repaid in full, the Monitor intends to accept the revised Claims above as the final claims to which the Proposed Distribution will be calculated, including the Interim Distribution and Final Distribution (as defined below).

PROPOSED DISTRIBUTION

Available Consideration for Distribution

36. Pursuant to the AuTECO Transaction, the available consideration for an initial distribution to the Rambler Group's creditors consists of available cash on hand and shares in AuTECO held by NewCo through an Escrow Agent (the "**Interim Distribution**"). A second and final payment by AuTECO of AUD$7.5 million in cash and AUD$7.5 million in AuTECO shares ("**Stage Two Purchase Price**") is to be paid to NewCo within 18 months of closing the AuTECO Transaction, for a final distribution by the Monitor along with any remaining proceeds in the estate from the Distribution Holdback (the "**Final Distribution**").

Claim Elections Received from Senior Creditors

37. On or around October 31, 2023, the Monitor provided the Senior Creditors with a draft distribution analysis (the "**Draft Waterfall**"), based on the Monitor's review of the Claims received to date and its preliminary evaluation of each Claims' potential priority in a distribution. The Monitor advised the Senior Creditors that the Draft Waterfall would form the basis of the Monitor's motion to the Court for a distribution order to creditors in the CCAA Proceedings. The Monitor requested that each Senior Creditor:

(a) Review the Draft Waterfall and advise if they had any questions or concerns; and

(b) Advise the Monitor whether the Senior Creditor preferred to receive its distribution in shares of AuTECO, cash or a combination thereof ("**Claim Election**").

38. The Monitor advised the Senior Creditors that it would review each Claim Election and allocate the consideration of cash and shares in order of priority. A summary of the Claim Elections received is below:

Claim Elections Received- in Order of Priority per Intercreditor Agreement	
1. NewGen - Cap Amount (per Intercreditor)	Cash- Interim
2. Sandstorm	Cash only - Interim and Final
3. NewGen - Remaining Beyond Cap Amount	Available cash and shares (up to Claim) Interim; Cash in Final
4. Elemental	Cash then shares as available- up to Claim, Interim and Final
5. Transamine	Remaining consideration available

39. All Claims paid in priority to the Claims of the Senior Creditors will be allocated cash, pursuant to the SISP Order. Over the following weeks, the Monitor held discussions and corresponded with the Senior Creditors to respond to their questions on the Draft Waterfall and the Claim Elections.

40. On November 28, 2023, the Monitor provided the Senior Creditors with a revised Draft Waterfall for further review and comment. The revised Draft Waterfall incorporated the Monitor's determination of the Claims submitted by the Affected Claimants and the Claim Elections that had been received.

<u>Monitor's Valuation of Shares for Distribution</u>

41. On November 28 and 29, 2023, the Monitor corresponded with the Senior Creditors whose Claim Elections included shares in AuTECO in respect of the Monitor's distribution methodology for the shares, and in particular how the Monitor proposed to value the shares for the purposes of distribution.

(a) For purposes of valuing the shares at the Distribution Date, the Monitor's distribution methodology communicated to the Senior Creditors uses the volume weighted average share price over the 10 preceding trading days ("**VWAP**") to the Distribution Date to calculate the number of AuTECO shares to distribute in respect of each Claim of the Senior Creditors.

(b) For certainty, as at the date of this Seventh Report, the VWAP for AuTECO is approximately AUD$.034. At the closing of the AuTECO Transaction, NewCo received 600,000,000 shares at AUD$.025, which are being held by an Escrow Agent pending direction from the Monitor via Court Order for distribution. In short, the share value has increased since the closing of the AuTECO Transaction.

(c) The Monitor is of the view that its methodology would reasonably mitigate the potential for AuTECO's share price to be manipulated by third parties through significant share purchases or sales, prior to the Distribution Date. Furthermore, the Monitor expects this methodology will reasonably mitigate the risk of any creditor being unjustly enriched as a result of share value fluctuations between closing the AuTECO Transaction and the Distribution Date. Pursuant section 134 of the *Bankruptcy and Insolvency Act* ("**BIA**") "no creditor is to receive more than 100 cents on the dollar", which such methodology mitigates. Notwithstanding that this is a proceeding under the CCAA, reliance on the BIA is common when the CCAA does not provide guidance.

42. As at the date of this Seventh Report, the Monitor understands the Senior Creditors who elected to receive shares are not aligned as to how the Monitor should value and distribute shares in the Proposed Distribution. The Monitor intends to continue working with the Senior Creditors on this point and in the event that the Proposed Distribution plan varies from what the Monitor has proposed herein then the Monitor will file a supplemental report prior to the application on December 11, 2023 in respect of this issue, noting the impact of this issue is expected to be limited to only two Senior Creditors.

<u>Proposed Distribution Summary</u>

43. Attached at **Appendix "J"**, and summarized below, is the Monitor's Proposed Distribution to creditors pursuant to the methodology used by the Monitor (the "**Proposed Distribution**"):

(a) All Claims which have been determined to be in priority to the Claims of the Senior Creditors will be paid in cash;

(b) Payments will be first made to (i) priority creditors, as prescribed in sections 6(5)(a) and (6)(a) of the CCAA, and (ii) Priority Payables as defined in the Amended and Restated Subscription Agreement;

(c) The Monitor will holdback CAD$500,000 from available proceeds ("**Distribution Holdback**") to wind down these CCAA Proceedings. The Distribution Holdback accounts for (i) funds the Monitor may require in the event the Stage Two Purchase Price is not received pursuant to the Amended and Restated Subscription Agreement, and the Monitor therefore must take steps to realize on NewCo's security thereto, and (ii) a dispute with regards to the Monitor's determination of the Municipality Tax Claims. Should the Stage Two Purchase Price be paid as expected, the Monitor expects professional fees to wind down the CCAA Proceedings to be less than CAD$350,000 ("**Final Professional Fees"**), including fees incurred after October 31, 2023, in preparation for the application on December 11, 2023.

(d) The Distribution Holdback is greater than the Monitor's expectation of the Final Professional Fees to account for additional expenditures that may be required if (i) the Monitor's determination of the Municipal Tax Claims is contested and (ii) recognition that no further funds are available pursuant to the DIP Facility should the Monitor need to exercise on NewCo's security. The Monitor therefore recommends that the Administration Charge be reduced to the value of the Distribution Holdback, or CAD$500,000.

(e) The Senior Creditors will then be paid from the balance of the available proceeds on the date of distribution (the "**Distribution Date**"), first with a distribution of the available cash and then a distribution of the AuTECO shares.

Proposed Distribution - in Order of Priority and by Claim Election

Priority Payables:		**$CAD**
Cash on Hand - November 28, 2023		**21,310,038**
Priority Payables:		
WEPP Super Priority		(114,627)
CRA: Deemed Trust for Source Deductions		(3,189,689)
Government of Newfoundland & Labrador (HAPSET)		(612,334)
Holdback: Municipal and Property Tax		(1,205,223)
Holdback: Professional Fees		(500,000)
Cash Available for Interim Distribution to Senior Creditors		15,688,165

Interim Distribution:	***Final Claim***	**$CAD**
Cash Available for Interim Distribution to Senior Creditors		**15,688,165**
NewGen - Cap Amount (per Intercreditor Agreement)	*13,573,000*	(13,573,000)
Sandstorm	*2,414,656*	(2,115,165)
Remaining Cash Available for Interim Distribution		-
Share Value Available for Interim Distribution		**18,360,000**
NewGen - Remaining Claim After Cap Amount	*14,129,613*	(14,129,613)
Elemental	*21,569,362*	(4,230,387)
Remaining Share Value Available for Interim Distribution		-

Final Distribution:	***Remaining Claim***	**$CAD**
Cash Available for Final Distribution		**6,750,000**
Sandstorm (Remaning value of Claim)	*299,491*	(299,491)
NewGen - Remaining Claim	-	-
Elemental - Remaining Value of Claim	*17,338,975*	(6,450,509)
Remaining Cash Available for Final Distribution		-
Share Value Available for Final Distribution		**6,750,000**
Elemental - Remaining Value of Claim	*10,888,466*	(6,750,000)
Remaining Share Value Available for Final Distribution		-

Total Proposed Distribution: Interim & Final	**$CAD**
Interim Cash: Priority Payables	3,916,650
Interim Cash: Senior Creditors	15,688,165
Interim Shares: Senior Creditors (600M shares, 10 day VWAP estimate)	18,360,000
Final Cash: $7.5M AUD	6,750,000
Final Share Value: $7.5M AUD	6,750,000
Release of Holdbacks:	*Unknown*
Proposed Distribution	**51,464,815**

44. For certainty, the summary above values AuTECO share consideration at the 10-day VWAP on November 28, 2023 of AUD $.034, with an AUD/CAD exchange rate of $.90. While the Monitor understands that the priority of the distribution is not in dispute amongst the Senior Creditors, this valuation methodology has not yet been agreed to amongst the Senior Creditors who are receiving shares.

45. The Proposed Distribution considers both the priority of Claims as determined by the Monitor and the intercreditor agreement, as well as the Claim Election received by each Senior Creditor.

46. Any cash that becomes available for distribution to Senior Creditors derived from the Municipal Tax Holdback and Distribution Holdback will be paid in order of priority and in consideration of the Senior Creditors respective Claim Election.

CCAA TERMINATION

47. Pursuant to paragraph 3(g) of the Enhanced Powers Order, the Monitor has been granted certain enhanced powers, including the authority to exercise, on behalf of NewCo, the necessary steps to terminate these CCAA Proceedings.

48. In the Monitor's view, the CCAA Proceedings have accomplished the principal objectives of the Rambler Group with regard to its restructuring by (a) identifying a purchaser and completing a sale transaction for its Business (subject to receiving the Stage Two Purchase Price), (b) continuing the operations of the Rambler Group and therefore preserving jobs and continuing opportunities for customer/supplier relationships, (c) providing a greater recovery to the Senior Creditors, who supported the AuTECO Transaction and (d) providing significant value to all stakeholders greater than what would have been realized if the Rambler Group was liquidated.

49. There are no further recoveries available to NewCo. The net sales proceeds from the AuTECO Transaction continue to be held by the Monitor. With the exception of the Stage Two Purchase Price and potential recoveries of HST, and subject to the approval of the Court, the Monitor, on behalf of NewCo, will distribute the sale proceeds pursuant to the Interim Distribution and Final Distribution.

50. In the Monitor's view, there is no further need or benefit for the CCAA Proceedings to continue once the distributions and Remaining Activities (as defined below) have been completed. At this time, the Monitor does not intend to cause NewCo to file an assignment in bankruptcy.

51. Upon termination of the CCAA Proceedings, all previously Court approved charges, which include the D&O Charge and the Administration Charge will no longer be required and should be terminated.

52. In anticipation of seeking approval for the relief requested on this report, the Monitor intends to serve all known creditors, including unsecured creditors, lienholders and shareholders with this Seventh Report and the related motion materials by no later than December 1, 2023, thereby providing at least 5 clear business days notice prior to the return date of this motion.

(a) Notice will be provided to all stakeholders previously registered for prior application in the CCAA proceedings of the Rambler Group, by either electronic or ordinary mail.

(b) The Monitor will also be providing notice to all other known creditors by way of electronic or ordinary mail consistent with the notice requirements of the Initial Order. Email addresses have been retrieved from the Rambler Group's books and records, and also verified with the Monitor's email correspondence with numerous creditors throughout these CCAA Proceedings.

(c) The Monitor will post an affidavit of service to its website, confirming that notice has been provided for this motion and will also provide the affidavit of service to the Court, or any other stakeholders requesting the same, prior to the hearing on December 11, 2023.

(d) The Monitor will also post this Seventh Report, and all other relevant motion materials to its website, www.GrantThornton.ca/Rambler, by no later than December 1, 2023.

Remaining Duties and Final Discharge

53. The Monitor requests that the Court grant an order discharging GTL as the Monitor of NewCo and terminating these CCAA Proceedings ("**CCAA Termination Order**"), subject to completing the following Remaining Duties (as defined below):

(a) complete the Interim Distribution in accordance with the Distribution Order, if granted;

(b) determination of the Municipality Tax Claims and advise the Municipalities and Senior Creditors of the Monitor's decision pursuant to paragraph 30(a) of the Claims Identification Order. In the event either party has an opposing view the Monitor will apply to this Court for directions pursuant to paragraph 30(b) of the Claims Identification Order;

(c) complete the Final Distribution in order of priority and in accordance with the Distribution Order, once the Stage Two Purchase Price has been received by the Monitor;

(d) pay Court-approved fees, disbursements of the Monitor and BLG and the Final Fees of the Monitor, BLG and NewCo's legal counsel; and

(e) other administrative matters, including the filing of tax returns, if necessary, to give effect to the actions above (together, the "**Remaining Duties**").

54. After completing the Remaining Duties outlined above, the Monitor intends to file its Termination Certificate with the Court confirming the Remaining Duties have been completed and the CCAA Termination Order is effective. In the event that the Monitor determines that additional actions are required beyond the scope of the Remaining Duties, such as taking steps to enforce on NewCo's security of the Stage Two Purchase Price (among other things), the Monitor will apply to the Court for further advice and direction.

55. The Monitor is of the view that the requested relief is the most efficient and cost-effective method to wind down these CCAA Proceedings and mitigates the requirement for further Court time to apply for a discharge, should the Remaining Duties in fact be all that is required to terminate these CCAA Proceedings. A copy of the form of Termination Certificate is attached hereto as **Appendix "K"**.

56. As a result, the Monitor respectfully requests the Court grant the above CCAA Termination Order.

EXTENSION OF STAY PERIOD

57. The Monitor is seeking an order form the Court extending the Stay Period up to and including May 19, 2025, in order to:

(a) Finalize the Interim Distribution, pursuant to the Distribution Order;

(b) Collect the Stage Two Purchase Price from AuTECO, to be received up to 18 months after closing of the AuTECO Transaction, and distribute the proceeds in accordance with the Final Distribution and pursuant to the Distribution Order;

(c) Complete the Remaining Duties, as outlined above, and filing its Termination Certificate pursuant to the CCAA Termination Order.

58. For certainty, the Enhanced Powers Order grants the Monitor the authority, if required to take the appropriate actions required or that it deems necessary with regard to the ongoing administration of the estate of NewCo during the Stay Period, including (i) collection of the Stage Two Payment, (ii) effecting the Final Distribution to the Senior Creditors and, if necessary, (iii) assigning NewCo into bankruptcy in order to wind up the estate of NewCo.

59. The Monitor is of the view that the requested stay extension is reasonable considering the remaining steps required to affect the Interim and Final Distributions. The Proposed Distribution summary attached as **Appendix "J"** shows that NewCo will have sufficient liquidity through the extension of the Stay Period.

60. The Monitor respectfully requests that this Court extend the Stay Period to May 19, 2025.

PROFESSIONAL FEES

61. Pursuant to paragraph 31 of the FARIO, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements at their standard rates and charge, incurred both before and after the making of the FARIO. Pursuant to paragraph 32 of the FARIO, the Monitor and its counsel shall pass their accounts from time to time.

62. The Monitor is seeking to have its fees and disbursements and those of its counsel, BLG, approved by the Court for the period of February 20, 2023, through October 31, 2023. The Monitor and its counsel have maintained detailed records of their professional time and costs.

63. The total fees of the Monitor for the period of February 20, 2023, and ending on October 31, 2023, amount to fees of $1,284,103.50, expenses and administration fees of $90,571.34 and HST of $178,707.74, for a total of $1,553,382.58. Approximately 3,648 hours were incurred during this period, at an average hourly rate of approximately $352.00 before expenses, administration fees and HST. The time spent by the Monitor is more particularly described in **Appendix "L"** which contains an outline of the fees per bill, a summary of the significant issues addressed and the time and average hourly rate by staff rank. Copies of invoices that set out the services provided during this time period will be made available to the Court at the December 11, 2023, hearing and upon request.

64. The total fees of BLG, as counsel to the Monitor, for the period of February 23, 2023, and ending on November 20, 2023, amount to fees of $325,623.50, expenses of $9,509.02 and HST of $43,567.25, for a total of $378,699.77. Approximately 524.20 hours were incurred during this period, at an average hourly rate of approximately $621.18, before expenses and HST. The time spent by BLG is more particularly described in the Summary of Fees and Disbursements of BLG, attached hereto as **Appendix "M"** which contains an outline of the fees per bill, a summary of the significant issues addressed and the time and average hourly rate by staff rank. Copies of invoices that set out the services provided during this time period will be made available to the Court at the December 11, 2023 hearing and upon request.

65. The Monitor's remaining fees, disbursements, and taxes, as well as that of its counsel, and NewCo's counsel from December 11, 2023, to conclude these CCAA Proceedings may be settled through a combination of the current retainers held by the Monitor and respective counsel, as well as the Final Professional Fees included in the Distribution Holdback. Should any portion of the Distribution Holdback not be required in completing the Remaining Duties to wind down these CCAA Proceedings, then such surplus proceeds will be made available for distribution among the creditors in order of priority pursuant to the Distribution Order.

66. The Monitor notes that the average hourly rate for professionals is comparable to the rates charges by other professional firms in Atlantic Canada for the provision of similar services regarding significant complex commercial restructuring matters.

67. The Monitor is of the view that there was an extraordinary amount of work undertaken by the Monitor and its legal counsel during these CCAA Proceedings, as the Rambler Group initially continued to operate as a functioning mine at the outset of the CCAA Proceedings. However, the Material Adverse Change that occurred required that the operation of the Rambler Group immediately transition to Warm Idle. Consequently, the Monitor's oversight during the transition period to Warm Idle was significantly heightened. The Monitor and its counsel also took primary responsibility for the implementation and the administration of the SISP, which included assisting with the due diligence investigations of multiple potential purchasers and finally the negotiation, Court approval and closing of the transaction with AuTECO. The Monitor and its counsel also implemented and administered the Claims Identification Process. Details of these activities have been described in the Monitor's numerous reports to this Court.

68. In addition, the Monitor routinely communicated with the Senior Creditors by providing weekly updates on operational matters and with regard to the operational cash position of the Rambler Group. Accordingly, the Senior Creditors were also provided with regular updates with regard to the professional fees that were being incurred throughout these CCAA Proceedings. As of the date of this report the Monitor has not received an objection to its fees or those of its legal counsel, BLG.

69. The Monitor respectfully requests that the Court approve the abovementioned fees, disbursements, taxes and the Distribution Holdback.

NO MATERIAL ADVERSE CHANGE

70. The Monitor is not aware of any issue or condition that could be considered a Material Adverse Change pursuant to s.23(1)(d).

71. The Monitor continues to be of the opinion that s.23(1)(h) does <u>not</u> apply, and it would be more beneficial to NewCo's creditors receive the distributions as described above within the CCAA proceeding.

CONCLUSION

72. For the reasons set out in this Seventh Report, the Monitor is of the view that the relief requested is reasonable and respectfully recommends the Court grant Orders:

(a) Approving the Proposed Distribution and Distribution Holdback;

(b) Approving the Municipal Tax Holdback, until such time as the Monitor determines the priority of the Municipalities Claim in accordance with the Claims Identification Process;

(c) Extending the Stay Period to May 19, 2025;

(d) Terminating the Court ordered DIP Charge, and reducing the Administration Charge to $500,000;

(e) Terminating these CCAA Proceedings, the Administration Charge, the Director and Officers' Charge and discharging the Monitor upon the execution and filing of the Termination Certificate;

(f) Approving the Seventh Report, as well as the activities of the Monitor and its counsel as reported herein; and

(g) Approving the fees and disbursements of the Monitor and its counsel from the commencement of these CCAA Proceedings through October 31, 2023, as well as the estimated fees of the Monitor and its counsel to finalize these CCAA Proceedings.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 1st day of December 2023.

GRANT THORNTON LIMITED,
SOLELY IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF THE APPLICANTS, AND NOT IN ITS CORPORATE OR PERSONAL CAPACITY

Liam Murphy, CPA, CA, CIRP, LIT
Senior Vice President

Appendix A

Approval and Reverse Vesting Order dated September 11, 2023

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("**CCAA**")

APPROVAL AND REVERSE VESTING ORDER

UPON IT APPEARING THAT Rambler Metals and Mining Canada Limited ("**Rambler Canada**") and 1948565 Ontario Inc. ("**1948**") (together, the "**Rambler Group**") have applied pursuant to the CCAA for an order:

1. approving the Amended and Restated Subscription Agreement (the "**Amended and Restated Subscription Agreement**") entered into between the Rambler Group, as vendor, AuTECO Minerals Ltd., as purchaser (the "**Purchaser**"), dated September 9, 2023, as well as the Transactions, as defined in the Amended and Restated Subscription Agreement (the "**Transactions**");
2. forming a new corporation (hereinafter referred to as "**NewCo**") and adding NewCo as an applicant to these proceedings (the "**CCAA Proceedings**");
3. vesting out of the Rambler Group all Excluded Assets, Excluded Contracts, and Excluded Liabilities as defined in the Amended and Restated Subscription Agreement;
4. discharging all Claims and Encumbrances (except for Permitted Encumbrances) against the Rambler Group and against the Retained Assets, Retained Contracts, and Retained Liabilities;
5. authorizing and directing the Rambler Group to file the Articles of Reorganization;
6. terminating, redeeming or cancelling the existing shares of the Rambler Group;

Filed Sept 11/23 SP

7. authorizing and directing the Rambler Group to issue the Purchased Shares by the Rambler Group and the subscription for and purchase of the Purchased Shares by the Purchaser, and vesting in the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances (as defined below) other than Permitted Encumbrances; and
8. amending the FARIO to extend the stay of proceedings until December 31, 2023;

AND UPON READING the materials filed by the Rambler Group, including the affidavit of Toby Bradbury sworn February 22, 2023 (the "**Bradbury Affidavit**"), and by the Monitor, including the Monitor's Sixth Report, dated August 31, 2023 and the Confidential Supplement to the Monitor's Sixth Report (the "**Confidential Supplement**"), and on being advised that the senior secured creditors who are likely to be affected by this Order were given notice as evidenced by the affidavits of service of Joe Thorne, dated August 31, 2023 and September 8, 2023;

AND UPON HEARING the submissions of Joe Thorne, counsel for the Rambler Group, Alex MacFarlane, counsel for the Monitor, Kathryn Esaw, counsel for the Purchaser, and other counsel as they may appear, no one else appearing for any party although duly served as outlined in the affidavits of service of Joe Thorne, dated August 31, 2023 and September 8, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Amended and Restated Subscription Agreement, the Initial Order, the FARIO, or the Bradbury Affidavit.

STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period, as defined in the FARIO dated May 16, 2023 is hereby extended until December 31, 2023.

APPROVAL AND VESTING

4. **THIS COURT ORDERS AND DECLARES** that the Amended and Restated Subscription Agreement and the Transactions are hereby approved and the execution of the Amended and Restated Subscription Agreement by the Rambler Group is hereby authorized and approved, with such minor amendments as the Rambler Group and/or Purchaser may deem necessary or otherwise agree to, with the approval of the Monitor. The Rambler Group is hereby authorized and directed to perform its obligations under the Amended and Restated Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the filing of the Articles of Reorganization, the cancellation or redemption of the existing shares, the issuance and the subscription for the Purchased Shares by the Purchaser, and any such additional documents contemplated in the Amended and Restated Subscription Agreement.

5. **THIS COURT ORDERS AND DECLARES** that notwithstanding any provision hereof, the closing of the Transactions shall be deemed to occur in the manner, order and sequence set out in the Amended and Restated Subscription Agreement, with such alterations, changes or amendments as may be agreed to by the Rambler Group and Purchaser, with the consent of the

Monitor, provided that such alterations, changes or amendments do not materially alter or impact the Transactions or the consideration which the Rambler Group and/or its applicable stakeholders will benefit from as part of the Transactions.

6. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor and the Rambler Group to proceed with the Transactions and that no shareholder or other approval shall be required by the Rambler Group in connection therewith.

7(A). **THIS COURT ORDERS AND DECLARES** that, at the time of the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Rambler Group and the Purchaser (the "**Effective Time**"), substantially in the form attached as **Schedule A** hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Amended and Restated Subscription Agreement and the steps contemplated thereunder:

(a) Rambler Group shall be released from all amounts and obligations owing by the Rambler Group under the DIP Financing Agreement including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Borrower and Guarantors (as defined in the DIP Financing Agreement) and the Purchase Price shall be applied to amounts owing immediately prior to Closing under the DIP Financing Agreement which shall be paid as soon as reasonably practicable by the Monitor to the DIP Lender and the Purchase Price shall be held to secure the DIP Lender's Charge;

(b) the Rambler Group shall be deemed to have transferred to NewCo, and NewCo shall be deemed to have accepted such assignment and assumption of the Excluded Assets, the Excluded Contracts and Excluded Liabilities in consideration of the Purchase Price;

(c) all existing shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, equity-based awards, warrants, securities, debentures, loans, notes, pre-emptive rights, options (including stock option or share purchase or equivalent plans), agreements, commitments of any character whatsoever or other documents or instruments held by any Person governing and/or having been created or granted in connection with the share capital of the Rambler Group or convertible or exchangeable for any shares in the Rambler Group shall be deemed redeemed, terminated and cancelled for no consideration as provided for in the Closing Sequence and Articles of Reorganization, as applicable; and

(d) all of the right, title and interest in and to the Purchased Shares issued by the Rambler Group to the Purchaser shall vest absolutely in the Purchaser, and the Retained Assets will be retained by the Rambler Group, in each case 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 (maritime or otherwise), 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: (i) any encumbrances or all Charges (as defined in the Initial Order and FARIO) charges created by the Initial Order, the FARIO, or any other Order of the Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Newfoundland and Labrador), or any other personal property registry system or pursuant to the *Registration of Deeds Act*, 2009 (Newfoundland and Labrador), the *Mechanics' Lien Act*

al

(Newfoundland and Labrador) or the *Mineral Act* (Newfoundland and Labrador) or any other real property or real property related registry or recording system (all of which are collectively referred to as the "**Encumbrances**"), other than the Permitted Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances (other than the Permitted Encumbrances) affecting or relating to the Purchased Shares and/or the Retained Assets are hereby expunged and discharged as against the Purchased Shares and Retained Assets, as applicable, and shall be of no further force and effect.

(e) For greater certainty, with respect to confirming, amending or discharging registrations at the Registry of Deeds for Newfoundland and Labrador pursuant to the *Registration of Deeds Act, 2009* and with the Mineral Claims Recorder for Newfoundland and Labrador under the *Mineral Act* (Newfoundland and Labrador) (i) those registrations identified in **Schedule B** shall be transferred to and become registrations of NewCo and extinguished as against the Rambler Group and (ii) those registrations identified in **Schedule C** shall be retained as registrations with respect to the Rambler Group and the assets identified therein.

7(B). **THIS COURT ORDERS AND DIRECTS** for greater certainty, and without limiting the generality of the foregoing that nothing contained herein shall be deemed to be a release of any obligation of the Rambler Group in relation to:

(i) the Retained Assets, Retained Contracts, and Retained Liabilities arising (i) under any applicable legislation, including without limitation, the *Mineral Act* (Newfoundland and Labrador) or the *Mining Act* (Newfoundland and Labrador); or (ii) pursuant to the terms and conditions contained therein;

a

(ii) any financial assurance provided by the Rambler Group held by the Government of Newfoundland and Labrador in relation to any rehabilitation and closure plan contemplated by the *Mining Act* (Newfoundland and Labrador); or

(iii) any environmental liabilities arising either before or after the Closing Date.

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Rambler Group and the Purchaser regarding the satisfaction of the Stage One Purchase Price and satisfaction or waiver of conditions to closing under the Amended and Restated Subscription Agreement (the **"Closing Certificates"**) and shall have no liability with respect to delivery of the Monitor's Certificate.

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after receipt of the Closing Certificates.

10. **THIS COURT ORDERS** that upon the delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Rambler Group, the Purchased Shares, the Retained Assets, or the Excluded Assets, Excluded Liabilities and Excluded Contracts (collectively, the **"Governmental Authorities"**) are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to register, as applicable, such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to give effect to the terms of this Order and the Amended and Restated Subscription Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register, as applicable, transfer of title or interest and cancel and discharge registrations against any of the Rambler

Group or Retained Assets of any Claims or Encumbrances, and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations against the Rambler Group or the Retained Assets, as applicable.

11. **THIS COURT ORDERS** that no authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Rambler Group, Purchased Shares or the Retained Assets is required for the due execution, delivery and performance by the Rambler Group of the Amended and Restated Subscription Agreement.

12. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Purchase Price, with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Liabilities had not been transferred to NewCo, as applicable, and remained liabilities of the Company immediately prior to the foregoing transfer.

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Rambler Group or the Monitor, as the case may be, is authorized, permitted, and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Rambler Group records pertaining to past and current employees of the Rambler Group. The Purchaser shall maintain and cause the Rambler Group, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all materials respects identical to the prior use of such information by the Rambler Group prior to Closing.

14. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraphs 7(A) and (B) hereof, the Rambler Group, the Monitor and the Purchaser shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Rambler Group, including without limiting the generality of the foregoing, all taxes, penalties and interest that could be assessed against the Rambler Group or the Purchaser (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Rambler Group (provided, as it relates to the Rambler Group, such release shall not apply to (i) transaction taxes, or (ii) Taxes in respect of the business and operations conducted by the Rambler Group after the Effective Time). Nothing in this paragraph shall release or discharge any Claims against NewCo with respect to Taxes that are transferred to NewCo.

15. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Amended and Restated Subscription Agreement, all Retained Contracts to which the Rambler Group is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Rambler Group);

(b) any monetary defaults in relation to the contracts incurred on or prior to the delivery of the Monitor's Certificate;

(c) the insolvency of the Rambler Group or the fact that the Rambler Group sought or obtained relief under the CCAA;

(d) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Amended and Restated Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or

(e) any change of control of the Rambler Group arising from the implementation of the Amended and Restated Subscription Agreement, the Transactions, or the provisions of this Order.

16. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 15 hereof shall waive, compromise or discharge any obligations of the Rambler Group in respect of any Retained Liabilities, and (b) the designation of any Claim as an Retained Liability is without prejudice to the Rambler Group's right to dispute the existence, validity, or quantum of any such Retained Liability, and (c) nothing in this Order or the Amended and Restated Subscription Agreement shall affect or waive the Rambler Group rights and defences, both legal and equitable, with respect to any Retained Liability, including but not limited to all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

17. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Rambler Group then existing or previously

committed by the Rambler Group, or caused by the Rambler Group, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract existing between such Person and the Rambler Group arising directly or indirectly from the filing by the Rambler Group under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 15 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Rambler Group from performing its obligations under the Amended and Restated Subscription Agreement or be a waiver of defaults by the Rambler Group under the Amended and Restated Subscription Agreement and the related documents.

18. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Rambler Group, the Purchaser, or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts, or Excluded Liabilities and any other claims, obligations, and other matters which are waived, released, expunged, or discharged pursuant to this Order.

19. **THIS COURT ORDERS** that, from and after the Effective Time:

(a) the nature of the Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order other than otherwise provided in this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to NewCo;

(c) any Person that prior to the Effective Time had a valid right or claim against the Rambler Group, or the Retained Assets, under or in respect of any Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Rambler Group, or the Retained Assets but will have an equivalent Excluded Liability Claim against NewCo, in respect of the Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens, or extinguishes the Excluded Liability Claim of any Person as against NewCo; and

(d) the Excluded Liability Claim of any Person against NewCo following the Effective Time shall have the same rights, priority, and entitlement as such Excluded Liability Claim had against the Rambler Group or the Retained Assets prior to the Effective Time.

20. **THIS COURT ORDERS AND DECLARES** that:

(a) as of the Effective Time, the Rambler Group shall cease to be an applicant in these CCAA Proceedings and the Rambler Group shall be deemed to be released from the purview of the Initial Order, the FARIO, and all other Orders of this Court granted in these CCAA Proceedings, including all Charges, save and except for this Order the provisions of which (as they relate to the Rambler Group) shall continue to apply in all respects;

(b) as of the date of this Order, NewCo shall be a company to which the CCAA applies, and NewCo shall be added as an applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "*Applicant*" shall refer to and include NewCo, with any necessary changes, (ii) "*Property*", as defined in the Initial Order or FARIO, shall include the current and future assets, licenses, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of NewCo (including the Purchase Price) (collectively, the "**NewCo Property**"), and, for greater certainty, each of the Charges shall constitute a charge on the NewCo Property.

21. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Rambler Group from the purview of these CCAA Proceedings pursuant to paragraph 20(a) hereof and the addition of NewCo as applicant in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, the FARIO, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of the Monitor, all of which are expressly continued and confirmed.

22. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these CCAA Proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Rambler Group or NewCo and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Rambler Group or NewCo;

(d) the provisions of any federal or provincial statutes pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct;

the Amended and Restated Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, and Excluded Liabilities in and to NewCo, and the issuance of the Purchased Shares to the Purchaser) and any payments by the Purchaser authorized herein or pursuant to the Amended and Restated Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Rambler Group or NewCo, and shall not be void or voidable by creditors of the Rambler Group or NewCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

RELEASES

23. (A) **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Rambler Group and the Purchaser, (i) the current and former directors, officers, employees, legal

counsel, and advisors of the Rambler Group and of NewCo, (ii) the Monitor and its legal counsel, and their respective present and former directors, officers, partners, employees, and advisors, (iii) the Purchaser, its current and former directors, officers, employees, legal counsel, and advisors (iv) the DIP Lenders, its counsel, and their respective present and former directors, officers, partners, employees, and advisors (the Persons listed in (i), (ii) (iii), (iv) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Rambler Group or their assets, business or affairs, prior dealings with the Rambler Group (wherever or however conducted or governed), or the administration and/or management of the Rambler Group or these proceedings or arising in connection with or relating to the Amended and Restated Subscription Agreement, the completion of the Transactions, the closing documents, any agreement, document, instrument, matter or transaction involving the Rambler Group arising in connection with or pursuant to any of the foregoing (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled, and barred as against the Released Parties, and are not vested nor transferred to NewCo or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim for fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

23. (B) **THIS COURT ORDERS** that nothing in this Order waives, discharges or in any way releases any person, including the Released Parties, from any responsibility or obligation, including any Encumbrance, that was, is or may be owed to or enforceable by the Province of Newfoundland and Labrador or any Ministry or agency thereof (collectively, "**Newfoundland and Labrador Governmental Authorities**"), that is not a "claim" as defined in section 2(1) of the CCAA, including from any environmental Liability that was, is or may be owed to or enforceable by any Newfoundland and Labrador Governmental Authority that is not a "claim" as defined in section 2(1) of the CCAA, and nothing in this order in any way bars, estops, stays or enjoins any and all steps or proceedings by any Newfoundland and Labrador Governmental Authorities or any servant, agent or employee thereof in respect thereof; it being understood that nothing in this paragraph 23(B) shall impact the protections in favour of the Monitor pursuant to paragraph 26 hereof.

THE MONITOR

24. **THIS COURT ORDERS** that the Sixth Report, the Confidential Supplement to the Sixth Report, and the activities of the Monitor set out in the Sixth Report and Confidential Supplement to the Sixth Report, are hereby approved, provided however, that only the Monitor, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.

25. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of NewCo, de facto or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

26. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor in this paragraph.

27. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Rambler Group or NewCo, or to have taken or maintained possession or control of the business or property of any of the Rambler Group or NewCo, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order and FARIO) of any property of the Rambler Group or NewCo within the meaning of any applicable Environmental Legislation (as defined in the Initial Order and FARIO) or otherwise.

SEALING ORDER

28. **THIS COURT ORDERS** that the Confidential Report shall be sealed with the Court until such time as the Transactions are closed pursuant to the Closing as outlined in the Amended and Restated Subscription Agreement.

GENERAL

29. **THIS COURT ORDERS** that, following the Effective Time, the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Rambler Group, the Purchased Shares and the Retained Assets.

30. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF [NEWCO]

31. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

32. **THIS COURT DECLARES** that the Monitor, the Rambler Group, and/or NewCo shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Rambler Group, the Monitor, and/or NewCo as may be deemed necessary or appropriate for that purpose.

33. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Rambler Group, the Monitor, and/or NewCo and their respective 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 Rambler Group, NewCo, and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Rambler Group, NewCo, and the Monitor and their respective agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Newfoundland and Labrador Time on the date hereof, provided that the transaction steps set out in paragraph 7(A) hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 7(A) hereof.

Eric Pal

COURT OFFICER

4129-7593-1465

SCHEDULE A

Form of Certificate of Monitor

(see attached)

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("**CCAA**")

MONITOR'S CERTIFICATE

1. Pursuant to an Initial Order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency dated February 27, 2023 (the "**Initial Order**"), which was amended and restated on March 7, 2023 (the "**ARIO**"), and further amended and restated on May 16, 2023 (the "**FARIO**"), the Rambler Group was granted creditor protection pursuant to the CCAA and Grant Thornton Limited was appointed as Monitor of the Rambler Group.

2. Pursuant to an Order of this Court dated September 11, 2023 (the "**Approval and Reverse Vesting Order**"), the Court approved the Amended and Restated Subscription Agreement (the "**Amended and Restated Subscription Agreement**") entered into by and between the Rambler Group, as vendor, AuTECO Minerals Ltd., as purchaser (the "**Purchaser**") as well as the Transactions as defined in the Amended and Restated Subscription Agreement, which inter alia, provided for: (a) the approval of the Amended and Restated Subscription Agreement and the Transactions contemplated thereunder (b) adding [•] ("**NewCo**") as applicant to these proceedings; (c) vesting out of the Rambler Group all Excluded Assets, Excluded Contracts, and Excluded Liabilities and discharging Encumbrances other than the Permitted Encumbrances against the Rambler Group and

a

the Retained Assets; (d) authorizing and directing the Rambler Group to file the Articles of Reorganization; and (e) authorizing and directing the Rambler Group to issue the Purchased Shares, and vesting in the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances, other than the Permitted Encumbrances.

3. Unless otherwise indicated herein, all terms and herein have the meanings set out in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES that it was advised by the Rambler Group and the Purchaser that:

1. The Purchaser has satisfied the Purchase Price (as defined in the Amended and Restated Subscription Agreement) in accordance with the Amended and Restated Subscription Agreement;

2. The conditions to Closing as set out in the Amended and Restated Subscription Agreement have been satisfied or waived by the Rambler Group and the Purchaser; and

3. This Certificate was delivered by the Monitor at__________**[TIME]** on________**[DATE]**.

Grant Thornton Limited, in its capacity as Monitor of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc., and not in its personal or corporate capacity

Per: ______________________________

Name:

Title:

SCHEDULE B

Excluded Registrations

Royalties

1. **Agreement of Purchase and Sale of shares in Ming Minerals Inc.** dated May 5, 2000 registered with the MCR at Volume 23, Folio 65 on June 14, 2004 between Parties: Peter Dimmell and Susan Blagdon, pursuant to which Peter Dimmell received in consideration for the sale of his 15% interest in Ming Minerals Inc., received the commitment of Blagdon, as follows: *"Blagdon as sole shareholder of Ming Minerals Inc. shall grant to Dimmell a Net Smelter Return ("NSR") [sic] of 0.5% which NSR shall be recorded in the office of the Mining Recorder on the claims title and will also be recorded in the applicable corporate/personal property/land titles registry for the province of Newfoundland and shall be in the form set out in Schedule "A" to this Agreement."* Schedule "A" provides for the NSR to apply to "the sale of ore concentrates or other products from the existing Property of Ming Minerals Inc." (the "**Dimmel Ming NSR**"). No licence or lease particulars are set out, but it is assumed that the royalty provided for Peter Dimmell will have application to those mineral rights held by Ming Minerals Inc. in May, 2000, which included Mineral Licence 3868 (now Mining Lease No. 188) and Mining Lease No. 141.

2. Potential and unregistered Royalty Agreement between Newfoundland Mining & Exploration and Newlab Resources Ltd. dated December 7, 1995 registered with the MCR at Volume 12, Folio 56, as amended by Indenture of Amendment and Rectification dated December 9, 1995 registered with the MCR at Volume 13, Folio 38 and Indenture of Confirmation and Quitclaim dated December 31, 1995 with respect to prior mineral licences and of uncertain application.

Purchase and/or Offtake Agreements, Rights of First Refusal and Security Agreements

3. Sandstorm Rights and Security

    a. **Fixed and Floating Charge Debenture** dated June 25, 2010 registered at Volume 29, Folio 4 on June 30, 2010 between Rambler, Rambler Metals and Mining PLC and Sandstorm Resources Ltd. respecting, *inter alia*, the Nugget Pond Mine/Mill Crown Lease, Crown Access Road Easement, Crown Gate House Lease, Crown Power Line Easement, and after-acquired real property interests to the extent that they relate to the Nugget Pond Processing Facility.

    Also registered at Registration No. 400051 in the Registry of Deeds.

    b. **Amended and Restated Purchase Agreement** dated August 31, 2010 registered with the MCR at Volume 30, Folio 51 on March 28, 2012. Between Rambler, Rambler Metals and Mining PLC, and Sandstorm Resources Ltd. respecting mineral licence 14692M (a predecessor to mineral licence 23175M), Mining Leases 141 and 188, and Crown Titles No. 108691, 103359, 103388, and 108189.

    c. **First Amendment to Amended and Restated Purchase Agreement** dated January 31, 2019 registered with the MCR at Volume 36, Folio 2 on February 21, 2019 between Rambler, Rambler Metals and Mining PLC and Sandstorm Gold Ltd (formerly Sandstorm Resources Ltd) respecting licenses 22791M, 23175M, 23968M, 23971M, Mining Leases 141 and 188, and Surface Leases 121 and 122.

a

This Agreement amends the August 31, 2010 Amended and Restated Purchase Agreement.

d. **Amendment to Debenture** dated January 31, 2019 registered with the MCR at Volume 36, Folio 3 on February 21, 2019 between Rambler and Sandstorm Gold Ltd (formerly Sandstorm Resources Ltd) respecting licenses 22791M, 23175M, 23968M, 23971M, Mining Leases 141 and 188, and Surface Leases 121 and 122.

   Also registered in the Registry of Deeds at Registration No. 889791.

e. **Termination and Right of First Refusal Agreement** dated April 4, 2022 registered with the MCR at Volume 38, Folio 74 on May 10, 2022 between Rambler Metals and Mining Canada Limited, Rambler Metals and Mining PLC, and Sandstorm Gold Ltd. respecting, *inter alia*, the assignment and termination of the Amended and Restated Purchase Agreement dated August 31, 2010, registered at Volume 38, Folio 51, as amended by the First Amendment to the Amended and Restated Purchase Agreement dated January 31, 2019, registered at Volume 36, Folio 2, and the confirmation of a right of first refusal over future gold streams on the Property (as defined in the Purchase Agreement) as set out therein.

f. **Certificate of Effective Date** dated April 4, 2022 registered at Volume 38, Folio 70 on May 6, 2022 between Rambler Metals and Mining Canada Limited, Rambler Metals and Mining PLC, and Sandstorm Gold Ltd. regarding effective date of Termination and Right of First Refusal Agreement dated April 4, 2022 registered at Volume 38, Folio 74 on May 10, 2022.

4. Transamine Trading S. A. Purchase Agreements and Security

   a. **Amended and Restated Purchase Agreement** dated July 24, 2015 registered at Volume 32, Folio 77 on September 11, 2015 between Rambler, Rambler Metals and Mining PLC, and Transamine Trading S.A. respecting Mineral Licence 23175M, Mining Leases 141(4532) and 188(10241M), Surface Leases 121 and 122, Crown Lease for Gold Mine and Mill (Lease No. 108691), Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

   b. **Fixed and Floating Charge Debenture** dated July 24, 2015 registered at Volume 32, Folio 78 on September 11, 2015 between Rambler and Transamine Trading S.A. respecting Mineral Licence 23175M, Mining Leases 141(4532) and 188(10241M), Surface Leases 121 and 122, Crown Lease for Gold Mine and Mill (Lease No. 108691), Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

      Also registered in the Registry of Deeds at Registration No. 727510.

   c. **General Security Agreement** dated July 24, 2015 registered at Volume 32, Folio 79 on September 11, 2015 between Rambler and Transamine Trading S.A. respecting Mineral Licence 23175M.

   d. **Addendum No. 1 to Amended and Restated Purchase Agreement** dated May 6, 2016 and registered at Volume 33, Folio 15 between Rambler, Rambler Metals

9

and Mining PLC and Transamine Trading S.A. respecting Mineral Licence 23175M, Mining Leases 141(4532) and 188(10241M), Surface Leases 121 and 122, Crown Lease for Gold Mine and Mill (Lease No. 108691), Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

e. **Addendum No. 2 to Amended and Restated Purchase Agreement** dated December 27, 2017 registered at Volume 34, Folio 57 on November 26, 2018. Between Rambler, Rambler Metals and Mining PLC and Transamine Trading S.A. respecting Mineral Licence 23175M, Mining Leases 141(4532) and 188(10241M), Surface Leases 121 and 122, Crown Lease for Gold Mine and Mill (Lease No. 108691), Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

f. **Amended and Restated Purchase Agreement** dated July 6, 2022 registered at Volume 38, Folio 95 on August 8, 2022. Between Rambler, Rambler Metals and Mining PLC and Transamine S.A. respecting Mineral Licences 23175M, 23968M, and 23971M, Mining Leases 141(4532) and 188(10241M), Surface Leases 121, 122 and 163, Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

g. **Amendment to Fixed and Floating Charge Debenture** dated September 29, 2022 registered at Volume 38, Folio 123 on November 21, 2022 between Rambler and Transamine S.A. respecting Mineral Licences 23175M, 23968M, and 23971M, Mining Leases 141(4532M) and 188(10241M), Surface Leases 121, 122 and 163, Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189). Also registered in Registry of Deeds at registration number 1049128.

5. NewGen Resources Security

a. **General Security Agreement** dated October 29, 2021 registered at Volume 38, Folio 21 on November 17, 2021 between Rambler Metals and Mining Canada Limited and Newgen Resource Lending Inc. respecting Mineral Licences 10215M, 22791M, 23175M, 23971M, 23968M, 27468M, Mining Lease 140 (4444M), Mining Lease 141 (4532M), Mining Lease 188 (10241M), Surface Lease 121, Surface Lease 122, and Surface Lease 163.

b. **Fixed and Floating Charge Debenture** dated October 29, 2021 registered at Volume 38, Volume 22 on November 17, 2021 between Rambler Metals and Mining Canada Limited and Newgen Resource Lending Inc. respecting Mineral Licences 10215M, 22791M, 23175M, 23971M, 23968M, 27468M, Mining Lease 140 (4444M), Mining Lease 141 (4532M), Mining Lease 188 (10241M), Surface Lease 121, Surface Lease 122, and Surface Lease 163.

Also registered in Registry of Deeds at registration number 999145.

c. Notice of Collateral Mortgage from Rambler Metals and Mining Canada Limited to Newgen Resource Lending Inc. in relations to real property located at Main Road, Seal Cove. Registered in the Registry of Deeds at registration number 999144.

a

6. Elemental Purchase Agreement and Security

(a) **Fixed and Floating Charge Debenture** dated April 4, 2022 registered at Volume 28, Folio 137 of the Transfer Register on May 6, 2022 between Rambler Metals and Mining Canada Limited and Elemental Royalties Corp. respecting Mineral Licences 10215M, 22791M, 23175M, 23971M, 23968M, 27468M, Mining Lease 140 (4444M), Mining Lease 141 (4532M), Mining Lease 188 (10241M), Surface Lease 121, Surface Lease 122, Surface Lease 163, Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

Also registered in the Registry of Deeds at registration number 1018522.

(b) **General Security Agreement** dated April 4, 2022 registered at Volume 38, Folio 72 on May 9, 2022 between Rambler Metals and Mining Canada Limited and Elemental Royalties Corp. respecting, Mineral Licences 10215M, 22791M, 23175M, 23971M, 23968M, 27468M.

(c) **Gold Purchase and Sale Agreement** dated March 16, 2022 registered Volume 38, Folio 71 on May 9, 2022 between Elemental Royalties Corp., Rambler Metals and Mining Canada Limited, Rambler Metals and Mining PLC, Rambler Mines Limited, and 1948565 Ontario Inc. respecting Mineral Licences 10215M, 22791M, 23175M, 23971M, 23968M, 27468M, Mining Lease 140 (4444M), Mining Lease 141 (4532M), Mining Lease 188 (10241M), Surface Lease 121, Surface Lease 122, Surface Lease 163, Crown Easement for Access Road (Lease No. 103359), Crown Easement for Gatehouse (Lease No. 10388M) and Crown Easement for Power Line (Lease No. 108189).

(d) Notice of Collateral Mortgage from Rambler Metals and Mining Canada Limited to Elemental Royalties Corp. in relations to real property located at Main Road, Seal Cove. Registered in the Registry of Deeds at registration number 1018521.

7. **Intercreditor Agreement** dated April 1, 2022 registered with the MCR at Volume 38, Folio 73 on May 9, 2022 between Newgen Resource Lending Inc., Sandstorm Gold Ltd., Elemental Royalties Corp., Transamine Trading S.A., Rambler Metals and Mining Canada Limited, Rambler Metals and Mining PLC, Rambler Mines Limited, and 1948565 Ontario Inc.

8. **Notice of Statutory Tax Lien** dated November 24, 2022 registered with the Registry of Deeds as Registration No. 1055079 on November 29, 2022 by the Government of Newfoundland and Labrador against Rambler Metals and Mining Canada Limited.

SCHEDULE C
Retained Registrations

Royalties

All agreements related to Homestake Royalty (currently registered to RGLD Gold Canada Inc. as may be held by International Royalty Corporation):

Purchase and Royalty Agreement dated April 15, 1993 registered at Volume 6, Folio 1 of the registries maintained by the Mineral Claims Recorder ("**MCR**") on April 27, 1993 between Homestake Canada Inc. and Krinor Resources Inc. respecting, *inter alia*, Mineral Licence 3868 (a predecessor licence to Mining Lease 188) granting a 2% NSR Royalty over the property to Homestake Canada Inc. (the "**Initial Homestake Royalty**")

1. **Royalty Deed and Assignment** dated October 1, 2008 registered with the MCR at Volume 26, Folio 40 on November 27, 2008 between Barrick Gold Inc. and RGLD Gold Canada, Inc. respecting, *inter alia*, the April 15, 1993 Purchase and Royalty Agreement between Homestake and Ming Minerals.

2. **Royalty Deed and Assignment** dated October 1, 2008 registered with the MCR at Volume 26, Folio 41 on November 27, 2008 between Barrick Gold Inc. and RGLD Gold Canada, Inc. transferring Homestake Royalty (defined below) from Barrick Gold Inc. to RGLD Gold Canada, Inc. Note that there is nothing registered on title that shows the transfer of this royalty from Homestake to Barrick Gold Inc. respecting, *inter alia*, Mining Lease 188.

3. **Amendment Agreement** dated September 2, 1999 registered with the MCR at Volume 26, Folio 49 on December 17, 2008 between parties: Homestake Canada Inc. and Krinor Resources Inc. respecting, *inter alia*, mineral licence 3868 (a predecessor to Mining Lease 188) which amends the April 15, 1993 Purchase and Royalty Agreement between the parties which created the Initial Homestake Royalty with the effect of reducing the 2% NSR royalty in favor of Homestake Canada Inc. to a 1% NSR royalty (the royalty as amended, the "**Homestake Royalty**").

All agreements related to Lundrigan/Morgan Royalty

Joint Venture Agreement dated May 24, 1995 which recites and attaches as Schedule "A" to the JV Agreement an agreement dated December 4, 1987 between Bitech Energy Resources Limited, John H. Lundrigan and Fred Morgan which grants a 2% NSR Royalty to Lundrigan and Morgan (the "**Lundrigan/Morgan Royalty**") over Mineral Licence 4444 (predecessor to Mining Lease No. 140) (unregistered but attached as a schedule to Purchase and Royalty Agreement dated April 24, 1995 registered with the MCR at Volume 13, Folio 41 on April 1, 1996.

Royalty Assignment Agreement dated January 20, 2006 registered with the MCR at Volume 30, Folio 23 pursuant to which Morgan Mineral Inc. (stated to be the holder of a 1% NSR interest in the Nugget Pond Mine, assigns one quarter of its right, title and interest in the NSR to Keith Morgan.

4. **Royalty Assignment Agreement** dated January 20, 2006 registered with the MCR at Volume 30, Folio 24 pursuant to which Morgan Minerals Inc., the holder of a 1% in the Nugget Pond Mine assigns one quarter of its right, title and interest in the NSR to Lorraine Williamson.

(a) Unregistered agreement dated February 7, 1997 between NME and Mutapa Gold Corp., as amended, (the "**NME Little Deer Royalty**"), of which half of such NME Little Deer Royalty (being 1% of NSR) can be purchased for $1,000,000. We note that this royalty does not appear to be registered in the registries maintained by the MCR but is referred to referred to in an Option and Royalty Agreement dated June 20, 2007 registered with the MCR at Volume 25, Folio 6 of the Confidential Register on July 26, 2007.

(b) **Purchase and Royalty Agreement** dated October 11, 2013 registered at Volume 32, Folio 9 on October 16, 2013 between Parties: Rambler Metals and Mining Limited, Rambler Metals and Mining PLC, Cornerstone Resources Inc., and Cornerstone Capital Resources Inc. respecting, *inter alia*, mineral licence 10215M. and the sale of the Cornerstone entities rights the Thundermin Resources Joint Venture Agreement to Rambler granting a 0.75% NSR to the Cornerstone entities (the "**Cornerstone NSR**") on Rambler's proportionate shares of all products from the property, provided that Rambler may purchase at any time 0.5% of the NSR for $500,000 and at any time after the completion of a feasibility study the remaining 0.25% for fair market value determined in accordance with the feasibility study.

Appendix B

Enhanced Powers Order dated September 11, 2023

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**")

MONITOR'S POWERS EXPANSION ORDER

UPON IT APPEARING THAT Rambler Metals and Mining Canada Limited ("**Rambler Canada**") and 1948565 Ontario Inc. ("**1948**") (together, the "**Rambler Group**") have applied pursuant to the CCAA for an order, among other things, expanding the powers of the Monitor;

AND UPON READING the materials filed by the Rambler Group, including the affidavit of Toby Bradbury sworn February 22, 2023 (the "**Bradbury Affidavit**"), and by the Monitor, including the Monitor's Sixth Report, dated August 31, 2023 and the Confidential Supplement to the Monitor's Sixth Report (the "**Confidential Supplement**");

AND UPON HEARING the submissions of Joe Thorne, counsel for the Rambler Group, Alex MacFarlane, counsel for the Monitor, and other counsel as they may appear, no one else appearing for any party although duly served as outlined in the affidavit of service of Joe Thorne, dated August 31, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

4145-0954-6825

Filed Sept 11/23 EP

DEFINED TERMS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Subscription Agreement, the Initial Order, the FARIO, or the Bradbury Affidavit.

MONITOR'S ENHANCED POWERS

3. **THIS COURT ORDERS** that, in addition to the powers and duties of the Monitor set out in the FARIO or any other Order of this Court granted in these CCAA proceedings, and without altering in any way the obligations of a company recently incorporated by the Monitor (hereinafter referred to as "**NewCo**"), as a result of these proceedings, effective upon NewCo being added as an applicant in these CCAA proceedings pursuant to the Approval and Reverse Vesting Order of this Court and the Monitor executing a certificate ("**Enhanced Powers Certificate**") substantially in the form attached as **Schedule A**, posting the Enhanced Powers Certificate on the Monitor's website for these CCAA proceedings, and serving it on the Service List, the Monitor be and is hereby authorized and empowered, but not required, to:

   (a) cause NewCo to take any and all actions and steps, and execute all agreements, documents and writings, on behalf of, and in the name of, NewCo, contemplated to be taken or executed by NewCo pursuant to or in connection with the Subscription Agreement or the Transactions contemplated thereby (or as otherwise may be considered necessary or desirable in connection therewith) or any Order of this Court;

   (b) cause NewCo to take any and all actions and steps, and execute all agreements, documents and writings, on behalf of, and in the name of, NewCo in order to facilitate the performance of any of its obligations, including, without limitation, as contemplated by the Subscription Agreement or any Order of this Court;

(c) cause NewCo to exercise any rights of NewCo under or in connection with the Subscription Agreement or any agreement or other document related thereto, including, without limitation, to receive and hold the Stage One Purchaser Shares, the Stage Two Secured Payment Note, and the interests as secured creditor under the Security Agreements;

(d) exercise any powers which may be properly exercised by any board of directors of NewCo;

(e) cause NewCo to retain the services of any person as an employee, consultant or other similar capacity, all under the supervision and direction of the Monitor and on the terms as agreed with the Monitor;

(f) open one or more new accounts in the name of the Monitor for and on behalf of NewCo (the "**NewCo Accounts**") into which all funds, monies, cheques, instruments and other forms of payment payable to NewCo may be deposited from and after the making of this Order from any source whatsoever and to operate and control, as applicable, on behalf of NewCo, the NewCo Accounts in such manner as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties, including paying the fees and expenses of the Monitor, counsel to the Monitor and counsel to the Rambler Group or NewCo in accordance with the terms of the Initial Order and FARIO;

(g) cause NewCo to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down of NewCo, the distribution of the proceeds of NewCo's Property, or any other related activities, including in connection with bringing these CCAA proceedings to an end;

(h) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of NewCo (including any governmental authority) in the name of or on behalf of NewCo;

(i) claim or cause NewCo to claim any and all insurance refunds or tax refunds to which NewCo is entitled;

(j) assign NewCo, or cause NewCo to be assigned, into bankruptcy, and the Monitor shall hereby be entitled but not obligated to act as a trustee of NewCo in any such bankruptcy;

(k) cause the dissolution or winding-up of NewCo;

(l) act as an authorized representative of NewCo in respect of dealings with the Canada Revenue Agency (the "**CRA**"), and the Monitor shall hereby be entitled to execute any appointment or authorization form on behalf of NewCo that the CRA may require in order to confirm the Monitor's appointment as an authorized representative of NewCo for such purposes; and

(m) apply to this Court for advice and directions or any further orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter.

4. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, the Monitor is not and shall not be or be deemed to be, a director, officer or employee of NewCo.

5. **THIS COURT ORDERS** that, without limiting the provisions of the FARIO, NewCo shall remain in possession and control of its Property and the Monitor shall not take, or be deemed to have taken, possession or control of such Property, or any part thereof.

6. **THIS COURT ORDERS** that the Monitor shall not be liable for any employee-related liabilities of NewCo, including any successor employer liabilities as provided for in Section 11.8(1) of the CCAA, other than amounts the Monitor may specifically agree in writing to pay. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee related liabilities of NewCo, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

7. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Initial Order, the FARIO, and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order and exercising any powers granted to it hereunder. Without limiting the generality of the foregoing: (i) in exercising any powers granted to it hereunder, the Monitor shall not be deemed to have taken or maintained possession or control of the Business or Property of NewCo, or any part thereof; and (ii) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part,

8. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of NewCo within the meaning of any relevant legislation and that any distributions to creditors of NewCo by the Monitor will be deemed to have been made by NewCo.

9. **THIS COURT ORDERS** that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of NewCo with respect to such matters and, in the event of a conflict between the terms of this Order and those of the FARIO or any other Order of this Court, the provisions of this Order shall govern.

GENERAL

10. **THIS COURT ORDERS** that, for the avoidance of doubt, all of the powers, rights and protections of the Monitor specified herein shall be construed so as to refer to powers, rights and protections in respect of NewCo.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist NewCo, the Monitor and their respective 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 NewCo and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist NewCo and the Monitor and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that NewCo and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada,

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Newfoundland Time on the date of this Order.

COURT
OFFICER

SCHEDULE A

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
[NewCo]

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("**CCAA**")

MONITOR'S CERTIFICATE

1. Pursuant to an Initial Order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency dated February 27, 2023 (the "**Initial Order**"), which was amended and restated on March 7, 2023 (the "**ARIO**"), and further amended and restated on May 16, 2023 (the "**FARIO**"), the Rambler Group was granted creditor protection pursuant to the CCAA and Grant Thornton Limited was appointed as Monitor of the Rambler Group.

2. Pursuant to an Order of this Court dated September 11, 2023 (the "**Approval and Reverse Vesting Order**"), the Court approved the Subscription Agreement (the "**Subscription Agreement**") entered into by and between the Rambler Group, as vendor, AuTECO Minerals Ltd., as purchaser (the "**Purchaser**") as well as the Transactions as defined in the Subscription Agreement, which inter alia, provided for: (a) the approval of the Subscription Agreement and the Transactions contemplated thereunder (b) adding [•] ("**NewCo**") as applicant to these proceedings; (c) vesting out of the Rambler Group all Excluded Assets, Excluded Contracts, and Excluded Liabilities and discharging Encumbrances other than the Permitted Encumbrances against the Rambler Group and

the Retained Assets; (d) authorizing and directing the Rambler Group to file the Articles of Reorganization; and (e) authorizing and directing the Rambler Group to issue the Purchased Shares, and vesting in the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances, other than the Permitted Encumbrances.

3. On September 11, 2023 this Court also granted an order which expanded the powers of the Monitor with respect to NewCo (the "**Monitor's Powers Expansion Order**") pursuant to which the Monitor was authorized and empowered to take certain actions and steps and exercise certain rights on behalf of NewCo, as enumerated in the Monitor's Powers Expansion Order, effective upon Newco being added as an applicant in these CCAA proceedings and the Monitor executing, posting on the Monitor's website for these CCAA proceedings and serving on the Service List a certificate (the "**Enhanced Powers Certificate**"), substantially in the form appended as Schedule A to the Monitor's Powers Expansion Order.

4. Unless otherwise indicated herein, all terms and herein have the meanings set out in the Monitor's Powers Expansion Order.

THE MONITOR CERTIFIES that:

1. Pursuant to the Approval and Reverse Vesting Order NewCo has been added as an Applicant in these CCAA proceedings;

2. There are currently no directors appointed for NewCo; and

3. This Enhanced Powers Certificate was executed by the Monitor at__________**[TIME]** on______________________________________**[DATE].**

Grant Thornton Limited, in its capacity as Monitor of Newco, and not in its personal or corporate capacity

Per: ______________________________

Name:

Title:

Appendix C

Claims Identification Order dated September 11, 2023

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

CLAIMS IDENTIFICATION ORDER

UPON IT APPEARING THAT the Applicants, Rambler Metals and Mining Canada Limited ("**Rambler Canada**") and 1948565 Ontario Inc. ("**1948**", and together with Rambler Canada, the "**Rambler Group**" or the "**Applicants**") have applied for an order approving the Claims Identification Process (as defined below);

AND UPON READING the materials filed by the Rambler Group and the Monitor's Sixth Report to Court dated August 31, 2023; and

AND UPON HEARING the submissions of Joe Thorne, counsel for the Rambler Group, and such other counsel that were present, no one else appearing for any party although duly served as outlined in the affidavit of service dated Joe Thorne, dated August 31, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

Filed Sept 11/23 EP

DEFINITIONS

2. **THIS COURT ORDERS** that, for the purposes of this Claims Identification Order establishing a procedure for the submission of Claims against the Applicants and the Directors and Officers, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

(a) **"Assessments"** means Claims of His Majesty the King in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

(b) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in St. John's, Newfoundland;

(c) **"CCAA Proceedings"** means the within proceedings in respect of the Rambler Group under the CCAA;

(d) **"Charges"** has the meaning given to that term in the Initial Order;

(e) **"Claim"** means:

(i) any right of claim of any Person against any Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever in existence at the time of the Initial Order, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive, or otherwise), and whether or not such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any Applicant with respect to any matter, action, cause or chose in action, but subject to any counterclaim, set-off or right of compensation in favour of any Applicant which may exist, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts that existed prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") had the Applicants become bankrupt on the Filing Date, including for greater certainty any claim against any Applicant for indemnification by any Directors or Officers in respect of a D&O Pre-Filing Claim (as defined below) (but excluding any such claim for indemnification that is covered by the Director's Charge (as defined in the Initial Order)) (each, a "**Pre-Filing Claim**");

(ii) any right of claim of any Person against any Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by such Applicant to such Person arising out of the restructuring, disclaimer, repudiation, resiliation, termination or breach by an Applicant on or after the Filing Date of any contract, lease, other agreement or obligation whether written or oral, including for greater certainty any claim against an Applicant for indemnification by any Directors of Officers in respect of a D&O Restructuring Claim (but excluding any such claim for indemnification that is covered by the Director's Charge) (each, a "**Restructuring Claim**"); and

(iii) any right or claim of any Person against one or more of the Directors or Officers of any Applicant, howsoever arising whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, however arising and whether:

(1) (A) based in whole or in part on facts that existed prior to the Filing Date, (B) relating to a time period prior to the Filing Date, or (C) it is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt on the Filing Date (a "**D&O Pre-Filing Claim**"); or

(2) based on facts that arose in connection with the restructuring disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of any contract, lease, other agreement or obligation, whether written or oral (a "**D&O Restructuring Claim**"),

in each case for which the Directors or Officers are alleged to be, by statute or otherwise by law or equity, liable to pay in their capacity as Directors or Officers (each, a "**D&O Claim**");

provided, however, that in any case "Claim" shall not include an Excluded Claim;

(f) "**Claimant**" means any Person asserting a Claim and includes the transferee or assignee of a Claim recognized in accordance with paragraphs 28 and 29 herein or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

(g) "**Claims Identification Process**" means the process for identifying Claims outlined in this Claims Identification Order, including the Schedules hereto;

(h) "**Claims Package**" means the Proof of Claim form, the Notice to Claimants, the Instruction Letter, and any other documentation the Monitor, in consultation with the Applicants, may deem appropriate;

(i) "**Court**" means the Supreme Court of Newfoundland and Labrador;

(j) "**D&O Indemnity Claim**" means any existing or future right of any Director or Officer against any Applicant which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by any Applicant;

ON

(k) **"Directors"** means the current and former directors of any Applicant or any Person who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de facto director of any Applicant, in such capacity, and "Director" means any one of them;

(l) **"Excluded Claim"** means any claim secured by any of the Charges;

(m) **"Filing Date"** means February 27, 2023;

(n) **"Initial Order"** means the Initial Order of the Honourable Justice MacDonald made February 27, 2023 in these CCAA Proceedings, as amended, restated or varied from time to time;

(o) "**Instruction Letter**" means the instruction letter to Claimants, substantially in the form attached as Schedule "A" hereto, regarding the completion of a Proof of Claim by a Claimant and the Claims Identification Process described herein;

(p) **"Meeting"** means a meeting of the creditors of the Applicants called for the purpose of considering and voting in respect of a Plan;

(q) **"Monitor"** means Grant Thornton Limited., in its capacity as the Court-appointed Monitor of the Applicants;

(r) **"Monitor's Website"** means: https://www.grantthornton.ca/Rambler;

(s) **"Notice to Claimants"** means the notice for publication by the Monitor as described in paragraph 15 hereof, in the form attached as Schedule "B";

(t) **"Officers"** means the current and former officers of any Applicant or any Person who is or was or may be deemed to be or have been, whether by statute, operation

JV

of law or otherwise, an officer or de facto officer of any Applicant, in such capacity, and "**Officer**" means any one of them;

(u) "**Orders**" means any and all orders issued by the Court within the CCAA Proceedings, including the Initial Order;

(v) "**Pre-Filing Secured Debt**" means all indebtedness, liabilities and obligations owing by the Applicants under agreements with:

(i) NewGen Resource Lending Inc., as agent for NewGen Resource Lending LP, WF CAD Investment Holdings LP, Dundee Resources Limited, Whitleaf Trust, and Ali Akay;

(ii) Transamine S.A.;

(iii) Sandstorm Gold Ltd.;

(iv) Elemental Royalties Corp.; and

(v) various equipment lessors in respect of capital leases;

(w) "**Person**" means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on its own or in a representative capacity;

(x) "**Priority Claim**" means any Claim that ranks in priority to the Pre-Filing Secured Debt and includes, for greater certainty, any Claim in respect of Potential Priority Payments (as defined in the Share Subscription Agreement);

(y) **"Priority Claimant"** means any Claimant asserting a Priority Claim and/or any Person who may be entitled to assert a Priority Claim, and includes any Person who has had a Proof of Claim asserting a Priority Claim filed on their behalf by the Applicants pursuant to the terms of this Claims Identification Order;

(z) **"Plan"** means a plan of compromise or arrangement contemplated by the Initial Order;

(aa) **"Pre-Filing Claims Bar Date"** means 5:00 p.m. (Newfoundland Time) on October 11, 2023;

(bb) **"Proof of Claim"** means the Proof of Claim referred to in paragraphs 20 to 23 hereof to be filed by Claimants, substantially in the form attached hereto as Schedule "C"; and

(cc) **"Restructuring Claims Bar Date"** means the later of:

(i) the Pre-Filing Claims Bar Date; and

(ii) 5:00 p.m. (Newfoundland Time) on the day which is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with paragraph 18 of the Claims Identification Order.

(dd) **"Share Subscription Agreement"** means the Share Subscription Agreement dated August 30, 2023 among 1948, Rambler Canada, and AuTECO Minerals Ltd.

INTERPRETATION

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in St. John's, Newfoundland and Labrador, Canada, and any reference to an event occurring on a

Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Monitor and the Applicants are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Claims Identification Order as to completion, execution and submission of such forms and to request any further documentation from a Claimant that the Monitor or the Applicants may require.

7. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date, which for United States dollar is USD 1: CAD 1.3573.

8. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the Monitor of Proofs of Claim and the filing by any Claimant of a Proof of Claim shall not, for that reason only, grant any Person any rights, including without limitation, in respect of its Claims or its standing in the CCAA Proceedings, except as specifically set out in this Order.

9. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, shall be maintained by the Monitor. The Monitor shall promptly provide copies of all Proofs of Claim and received by the Monitor in connection with the Claims Identification Process to counsel for the Applicants, Stewart McKelvey LLP, by email to Joe Thorne (joethorne@stewartmckelvey.com).

ROLE OF THE MONITOR

10. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, shall administer (with assistance from the Applicants) the Claims Identification Process provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Identification Order.

11. **THIS COURT ORDERS** that the Monitor shall: (i) have all protections afforded to it by the CCAA, this Claims Identification Order, the Initial Order, any other Orders of the Court in the CCAA Proceedings and other applicable law in connection with its activities in respect of this Claims Identification Order, including the stay of proceedings in its favour provided pursuant to the Initial Order; and (ii) incur no liability or obligation as a result of carrying out the provisions of this Claims Identification Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct.

12. **THIS COURT ORDERS** that each Applicant, the Officers, the Directors and their respective employees, agents and representatives and any other Person given notice of this Claims Identification Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Identification Order.

NOTICE TO CLAIMANTS

13. **THIS COURT ORDERS** that the Applicants shall within two (2) days following the issuance of the Claims Identification Order provide to the Monitor a complete list of known potential Claimants, listed in the books and records of each Applicant (the "**Known Claimants**" and each a "**Known Claimant**") as at the date of this Order, showing for each Known Claimant, its name, electronic address, or mailing address in the absence of an electronic address, and amount owed pursuant to such Applicant's books and records.

14. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to each Known Claimant, each party that appears on the Service List, and any other Person that has requested a Claims Package, by ordinary mail or electronic mail to the last known address of the Known Claimant or the address as listed on the Service List, as applicable, within five (5) days following the issuance of the Claims Identification Order.

15. **THIS COURT ORDERS** that as soon as practicable, and without delay, the Monitor shall cause the Notice of Claimants to be published, for at least one (1) Business Day, in the Globe and Mail (National Edition) and the Telegram (Newfoundland).

16. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants, the Claims Package and the Claims Identification Order to be posted to the Monitor's Website as soon as reasonably possible and cause it to remain posted thereon until its discharge as Monitor of the Applicants.

17. **THIS COURT ORDERS** that upon request by a Claimant for a Claims Package or documents or information relating to the Claims Identification Process prior to the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith send a Claims Package, direct such Person to the documents posted on the Monitor's Website,

or otherwise respond to the request for information or documents as the Monitor considers appropriate in the circumstances.

18. **THIS COURT ORDERS** that with respect to any Restructuring Claims arising from the restructuring, disclaimer, resiliation, termination or breach of any lease, contracts, or other agreement or obligation, on or after the date of the Initial Order, the Monitor shall send to the counterparty(ies) to such lease, contract or other agreement or obligation a Claims Package:

(a) within five (5) days following the issuance of the Claims Identification Order if such Restructuring Claim arose prior to the date of the Claims Identification Order; or

(b) no later than two (2) days following the time the Monitor actually becomes aware of the effective date of such Restructuring Claim if such Restructuring Claim arises following the date of the Claims Identification Order.

19. **THIS COURT ORDERS** that the form and substance of each of the Notice to Claimants, Proof of Claim form, Instruction Letter, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may, from time to time, make such minor changes to such forms as the Monitor, in consultation with the Applicants, considers necessary or desirable.

PROOFS OF CLAIM

20. **THIS COURT ORDERS** that any Person that wishes to assert a Pre-Filing Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Identification Order.

21. **THIS COURT ORDERS** that any Person that wishes to assert a Restructuring Claim must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of

Claim form, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Identification Order.

22. **THIS COURT ORDERS** that the Applicants shall be authorized (but not obligated) to file a Proof of Claim on behalf of any or all Priority Claimants in respect of any potential Priority Claims.

23. **THIS COURT ORDERS** that any Person that wishes to assert a D&O Claim (including, for greater certainty a D&O Pre-Filing Claim or a D&O Restructuring Claim) must deliver to the Monitor on or before the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, a completed Proof of Claim form, together with all relevant supporting documentation in respect of such D&O Claim, in the manner set out in this Claims Identification Order. The Monitor shall deliver a list of the Proof of Claims received with respect to the D&O Claims and a copy of each such Proof of Claim to the applicable Directors and Officers.

24. **THIS COURT ORDERS** that any Person wishing to assert a Claim shall include any and all Claims it asserts against an Applicant or a Director or Officer in a single Proof of Claim, provided that, for greater certainty, the foregoing shall not prevent the Applicants from filing a Proof of Claim on behalf of a Priority Claimant in respect of a Priority Claim where such Priority Claimant has also filed a Proof of Claim.

25. **THIS COURT ORDERS** that any Person who does not file a Proof of Claim (including, with respect to a Priority Claimant, any Person who has not had a Proof of Claim filed on their behalf by the Applicants pursuant to the terms of this Claims Identification Order) such that it is received by the Monitor in accordance with this Claims Identification Order by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, shall:

(a) not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Identification Process or the CCAA Proceedings in respect of such Claim;

(b) with respect to a Pre-Filing Claim or a Restructuring Claim, be forever barred, estopped and enjoined from asserting or enforcing such Claim against any Applicant and no Applicant shall have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Applicant or the Monitor;

(c) with respect to a D&O Claim, be forever barred, estopped and enjoined from asserting or enforcing such Claim against any of the Directors and Officers and the Directors and Officers shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Applicants, the Monitor or the Directors or Officers;

(d) not be permitted to vote at any Meeting on account of such Claim; and

(e) not be permitted to participate in any distribution under any Plan related to such Claim or under these CCAA Proceedings.

D&O INDEMNITY CLAIMS

26. **THIS COURT ORDERS** that to the extent that any D&O Claim is filed in accordance with this Claims Identification Process, a corresponding D&O Indemnity Claim shall be deemed to have been timely filed in respect of each D&O Claim. For the avoidance of doubt, Directors and Officers shall not be required take any action or to file Proof of Claim in respect of such D&O Indemnity Claim.

SET-OFF

27. **THIS COURT ORDERS** that nothing in this Claims Identification Order shall affect any right of set-off that any Applicant, a Director or an Officer may have against any Person.

TRANSFER OF CLAIMS

28. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with evidence satisfactory to the Monitor, in its sole discretion, of such transfer or assignment, has been received by the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Identification Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Applicants and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which any Applicant, Director or Officer may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any Applicant. Reference to transfer in this Claims Identification Order includes a transfer or assignment whether absolute or intended as security.

29. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Applicants and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Identification Order.

DETERMINATION AND ADJUDICATION OF CLAIMS

30. **THIS COURT ORDERS** that:

(a) the Monitor shall review all Proofs of Claim received, and is hereby empowered at its discretion to: (i) accept, revise or disallow each Claim as set out in each Proof of Claim, (ii) negotiate, settle or determine the amount of any Claim or the priority asserted by a Claimant with regard to a Claim, subject in each case to further determination by the Court in the event the Monitor and the applicable Claimant are unable to resolve any dispute with respect to a particular Claim;

(b) nothing in this paragraph 30 restricts the ability of the Monitor to apply to the Court to modify, supplement or replace the applicable procedures for reviewing, determining or adjudicating Claims, should that become necessary or appropriate in the circumstances.

EXCLUDED CLAIMS

31. **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

SERVICE AND NOTICE

32. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Claims Identification Order, serve and deliver or cause to be served and delivered the Claims Package, any letters, notices or other documents to Claimants or any other interested Person by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of each Applicant or set out in such Claimant's Proof of Claim if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Canada, and the fifth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

33. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Claims Identification Order shall be in writing in substantially the form, if any, provided for in this Claims Identification Order and will be

dl

sufficiently given only if delivered by email, prepaid registered mail, courier, or personal delivery addressed to:

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada
Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9

Email: Rambler@ca.gt.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

34. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 16 herein, the publication of the Notice to Claimants and the sending of the Claims Packages as set out in this Claims Identification Order shall constitute good and sufficient notice to Claimants of the Claims Bar Date, the Restructuring Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the claims procedure described herein.

35. **THIS COURT ORDERS** that in the event that this Claims Identification Order is subsequently amended by further Order of the Court, the Applicants shall serve notice of such amendment on the Service List in these proceedings and the Monitor shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice to all Persons of such amendment.

36. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Claims Identification Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other

communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Identification Order.

37. **THIS COURT ORDERS** that in the event that this Claims Identification Order is later amended by further Order of the Court, the Monitor shall post such further Order on the Monitor's Website, and such posting shall constitute adequate notice to Claimant of such amended Claims Identification Process.

DIRECTIONS

38. **THIS COURT ORDERS** that notwithstanding the terms of this Claims Identification Order, the Monitor or the Applicants may apply to this Court from time to time for directions from this Court with respect to this Claims Identification Order, or for such further Order or Orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Claims Identification Order.

GENERAL

39. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers to the Charges or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from any Applicant's insurance or any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any Applicant; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or

alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, any Applicant's insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers shall not be recoverable as against an Applicant or Director or Officer as applicable.

40. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

41. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order.

COURT OFFICER

SCHEDULE "A"

Please see attached.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

INSTRUCTION LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

I. CLAIMS IDENTIFICATION PROCESS

By Order of the Supreme Court of Newfoundland and Labrador dated _______________, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 ("**1948**", and together with Rambler Canada, the "**Applicants**"), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**".) with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**"). The Claims Identification Order governs the filing and identification of all Claims against the Applicants and the Directors/Officers.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

This letter provides instructions for completing the Proof of Claim. Reference should be made to the Claims Identification Order for a complete description of the Claims Identification Process.

The Claims Identification Process is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Applicants the Directors/Officers or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

All notices and enquiries with respect to the Identification Process should be addressed to:

a

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than an Excluded Claim), you MUST file a Proof of Claim with the Monitor.

All Proofs of Claim for, (i) Pre-Filing Claims (including D&O Pre-Filing Claims), which for greater certainty are Claims against any Applicant arising prior to the Filing Date of February 27, 2023, and (ii) D&O Pre-Filing Claims, must be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre -Filing Claims Bar Date").

All Proofs of Claim for (a) Restructuring Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of February 27, 2023 of any contract, lease or other agreement or arrangement whether written or oral, and (ii) D&O Restructuring Claims, must be received by the Monitor by **the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim to a Claimant (the "Restructuring Claims Bar Date").**

PROOFS OF CLAIM MUST BE RECEIVED BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of February 27, 2023 (USD 1: CAD 1.3573).

Additional Proofs of Claim forms can be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

DATED at Halifax, Nova Scotia, this_________day of___________________, 2023.

Grant Thornton Limited,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc., and not
in its personal capacity.

SCHEDULE "B"

Please see attached.

ak

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**")

NOTICE LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

RE: NOTICE OF CLAIMS IDENTIFICATION PROCESS, PRE-FILING CLAIMS BAR DATE AND RESTRUCTURING CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Supreme Court of Newfoundland and Labrador dated _______________, 2023 (the "**Claims Identification Order**") in proceedings under the *Companies' Creditors Arrange Act,* R.S.C., 1985 c. C-36, as amended, with respect to Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc. (together, the "**Applicants**"). Pursuant to the Initial Order dated February 27, 2023, Grant Thornton Limited was appointed as monitor of the Applicants (on such capacity, the "**Monitor**"), and pursuant to the claims identification process (the "**Claims Identification Process**") with respect to claims against the Applicants and its present and former Directors and Officers (the "**Directors/Officers**"). Additionally, the Monitor is required to send Claims Packages to, among other, the Applicant's Known Claimants and Claimants having Restructuring Claims. All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

All persons wishing to assert a claim (other than an Excluded Claim) against any Applicant or its Directors/Officers **MUST** file a Proof of Claim with the Monitor.

The claims bar date is 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "**Pre-Filing Claims Bar Date").** Proofs of Claim in respect of Pre-Filing Claims must be completed and filed with the Monitor on or before the Pre-Filing Claims Bar Date.

The restructuring claims bar date is the later of (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "**Restructuring Claims Bar Date**"). Proofs of Claim in respect of Restructuring Claims must be completed and filed with the Monitor on or before the Restructuring Claims Bar Date.

gl

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claims.

Reference should be made to the Claims Identification Order for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices of enquiries with respect to the Claims Identification Process.

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

DATED at Halifax, Nova Scotia this_________day of____________________, 2023.

Grant Thornton Limited.,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada and 1948565 Ontario Inc.,
and not in its personal capacity.

SCHEDULE "C"

Please see attached.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Identification Order dated _______________, 2023.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

____ (the "Claimant")

2. Full Mailing Address of the Claimant:

____

____

____

3. Telephone Number: ______________________________

4. E-Mail Address: ______________________________

5. Facsimile Number: ______________________________

6. Attention (Contact Person): ______________________________

7. Have you acquired this Claim by assignment?

Yes; ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

Qu

II. PROOF OF CLAIM:

1. I, ____

(name of Claimant or Representative of the Claimant), of ______________________________

____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Claimant; OR

☐ am ______________________________ (state position or title) of ______________________________ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that no Applicant and/or one or more of the Directors or Officers of any Applicant were and still are indebted to the Claimants as follows:[1]

(i) Pre-Filing Claims (and related D&O Claims)

Debtor	Pre-Filing Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			

[1] Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on February 27, 2023.

Directors and Officers of Rambler Metals and Mining Canada Limited ____________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. ____________ (insert names above)			

(ii) Restructuring Claims (and related D&O Claims)

Debtor	Restructuring Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			
Directors and Officers of Rambler Metals and Mining Canada Limited ____________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. ____________ (insert names above)			

a

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-Filing Claims, Restructuring Claims and D&O Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Pre-Filing Claims (including D&O Pre-Filing Claims), this Proof of Claim MUST be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

For Restructuring Claims (including D&O Restructuring Claims), this Proof of Claim MUST be received by the Monitor before the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "Restructuring Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

Failure to file your Proof of Claim as directed by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against any Applicant or any of its present or former Directors and Officers.

DATED at ______________________________ this __________ day of ______________, 2023.

____
Signature of Claimant

a/

Appendix D

Amended and Restated Subscription Agreement dated October 18, 2023

Execution Version

1948565 ONTARIO INC.

– AND –

RAMBLER METALS AND MINING CANADA LIMITED

– AND –

AUTECO MINERALS LTD.

SECOND AMENDED & RESTATED SHARE SUBSCRIPTION AGREEMENT

DATED OCTOBER 18, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

THIS SECOND AMENDED & RESTATED SHARE SUBSCRIPTION AGREEMENT is made as of October 18, 2023.

BETWEEN

RAMBLER METALS AND MINING CANADA LIMITED, a corporation incorporated pursuant to the laws of Newfoundland and Labrador ("**Rambler**")

and

1948565 ONTARIO INC., a corporation incorporated pursuant to the laws of Ontario ("**1948**" and collectively with Rambler, the "**Companies**" and each a "**Company**")

- and -

AUTECO MINERALS LTD., a corporation incorporated pursuant to the laws of Australia (the "**Purchaser**")

WHEREAS:

A. The Companies operate in the mining sector and hold a portfolio of properties on the Baie Verte Peninsula, in Newfoundland and Labrador, Canada (the "**Business**").

B. On February 27, 2023, the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the "**Court**") granted an order pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 with respect to the Companies (the "**Initial CCAA Order**" and the "**CCAA Proceedings**"), which among other things, appointed Grant Thornton Limited (in such capacity, the "**Monitor**") as Monitor of the Companies in the CCAA Proceedings.

C. On March 7, 2023, subsequently on March 15, 2023, and subsequently on May 16, 2023, the Court granted amended and restated orders pursuant to the CCAA (collectively with the Initial CCAA Order, the "**ARIO**") approving, among other things, a sale and investment solicitations process (the "**SISP**") for the Monitor to solicit bids on any form of investments, restructuring, recapitalization, refinancing or other forms of reorganization of the business affairs of the Companies as a going concern sale or a sale (or partial sales) of all, substantially all, or certain aspects of the Business, or a combination thereof.

D. Pursuant to the SISP, the Purchaser has been selected as the Successful Bidder (as defined below) and the transaction hereunder selected as the Successful Bid (as defined below), and as such the Purchaser has agreed to subscribe for and purchase the Purchased Shares (as defined below) on and pursuant to the terms set forth herein in order to become the sole shareholder of the Companies upon Closing (as defined below).

E. The Parties (as defined below) amended and restated this Subscription Agreement on September 9, 2023 and consider it expedient to further amend and restate this Subscription Agreement as of the date hereof.

NOW THEREFORE, in consideration of the covenants and agreements herein contained (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency or which are hereby acknowledged, the Parties (as defined below) agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Subscription Agreement the following words and terms shall have the meanings set out below:

"$12M Promissory Note" means the promissory note in the principal amount of AUD$12.25 million to be issued by 1948 to NewCo, in partial payment of the assignment and assumption of the 1948 Excluded Liabilities by NewCo;

"$38M Promissory Note" means the promissory note in the principal amount of the Stage One Purchase Price (as may be adjusted pursuant to the terms of this Agreement, including pursuant to Section 2.21.1(c) or Section 2.71.1(g)) less AUD$12.25 million to be issued by Rambler to NewCo, in partial payment of the assignment and assumption of the Rambler Excluded Liabilities by NewCo;

"**1948 Excluded Liabilities**" means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against 1948 or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Retained Liabilities, including, inter alia, the non-exhaustive list of those certain Liabilities set forth in Schedule "B", any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which 1948 may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with 1948 (or its Affiliates) is terminated on or before Closing, Liabilities for employees who are given notice of the termination of their employment with 1948 (or its Affiliates) on or before Closing, all Liabilities to or in respect of 1948's Affiliates and the Potential Priority Payments. For clarity, "1948 Excluded Liabilities" also includes all obligations and Liabilities under statute, contract, common law, civil law or otherwise relating to or arising from the employment and/or termination thereof, of the Terminated Employees;

"**1948 Promissory Note**" means the promissory note issued by Rambler to 1948 as consideration for the assignment and assumption of the Transferred Obligations by 1948;

"**1948 Shares**" means 100 Class "A" common shares of 1948 to be issued from treasury to the Purchaser;

"**Accounts Receivable**" means accounts receivable, bills receivable, trade accounts, holdbacks, retention, book debts, insurance claims and other amounts due or accruing to the Company that arose or relate to the period prior to the Closing Time and includes, for greater certainty, any unpaid interest accrued on such items and any security or collateral for such items;

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning;

"**Agreement Date**" means October 18, 2023;

"**Approval and Vesting Order**" means an Order of the Court, in substantially the form attached as Schedule "A" hereto and otherwise acceptable to the Purchaser, acting reasonably, or as otherwise agreed to by the Parties: (i) approving the Transactions; (ii) vesting out of the Companies all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances against the Companies, excepting only the Permitted Encumbrances; (iii) authorizing and directing the Companies to file their respective Articles of Reorganization; (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), warrants or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Companies, if any (other than the rights of the Purchaser under this Subscription Agreement), for no consideration; and (v) authorizing and directing the Companies to issue the Purchased Shares, and vesting in the Purchaser (or as it may direct, acting reasonably and subject to the provisions of this Subscription Agreement and assignment thereof, vesting in an Affiliate) all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances;

"**ARIO**" has the meaning set out in Recital C;

"**Articles of Reorganization**" means articles of reorganization in respect of each Company's authorized and issued capital to: (a) create a new class of shares of the Company, being the Class "A" Common shares; and (b) provide for the redemption or cancellation of the common shares other than the Purchased Shares for no consideration on Closing; such articles of reorganization to be in form and substance satisfactory to the Purchaser, acting reasonably;

"**ASIC**" means the Australian Securities and Investments Commission;

"**ASX**" means ASX Limited (or, where the context requires, the securities market operated by it);

"**ASX Listing Rules"** means the 'Listing Rules' of ASX (from time to time);

"**Books and Records**" means all books and records of the Companies, including its minute books, books of account, ledgers, general, financial and accounting records, Tax Returns and other records in the possession and control of the Companies, including sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media as of the Agreement Date, and any correspondence of the Companies (including any of its present and former, directors, officers, employees, contractors and other Representatives) prior to the Closing Time but in each case excludes all books and records in respect of the Excluded Assets and Excluded Liabilities;

"**Business**" has the meaning set out in Recital A;

"**Business Day**" means any day, other than a Saturday or Sunday, statutory or civic holiday or any day on which banks are generally not open for business in the City of St. John's, Newfoundland and Labrador and in Perth, Australia;

"**Capital Raise**" means the capital raise of no less than AUD$50,000,000 to be funded through a public equity offering by the Purchaser;

"Cash Deposit" means the deposit provided by the Purchaser in respect of this Transaction in the amount of AUD$3,500,000.

"**Causes of Action**" means any action, claim, cross claim, third party claim, damage, judgment, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise;

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada);

"**CCAA Proceedings**" has the meaning set out in Recital B;

"**Claims**" means all debts, Liabilities, obligations, indebtedness and other claims, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise;

"**Claims Identification Process**" means a process by which the Monitor will, subject to obtaining a Court order authorizing such process, solicit claims against the Companies or their officers/directors prior to seeking an order for distribution to creditors in the CCAA Proceedings;

"**Closing**" means the completion of the Transactions pursuant to this Subscription Agreement;

"**Closing Date**" means the date on which the Closing occurs, which date shall be two (2) Business Days from the date on which all conditions set out in Article 5 (other than those conditions that by their nature can only be satisfied on the Closing Date) have been satisfied or waived, or such other date as may be agreed to in writing by the Parties;

"**Closing Sequence**" has the meaning ascribed to it in Article 4.3;

"**Closing Time**" means 1:00 p.m. Newfoundland Time on the Closing Date or such other time on such date as the Parties may agree in writing;

"**Corporations Act**" means the *Corporations Act 2001* (Cth);

"**Court**" has the meaning set out in Recital B;

"**CPP**" means the Canadian Pension Plan;

"**DNR**" means the Department of Industry, Energy and Technology, Newfoundland and Labrador or such successor.

"**Employees**" means all individuals who, as of Closing Time, are employed by the Companies, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired and "Employee" means any one of them. For certainty, "**Employees**" excludes any Terminated Employees;

"**Employee Liabilities**" mean all obligations and liabilities relating to the Employees, including obligations for wages, salaries, employee benefits and accrued vacation, to the extent such liabilities accrue from Closing forward. For certainty, "Employee Liabilities" does not include any obligations and liabilities relating to or arising from the Employees' employment with the Companies prior to Closing;

"**Potential Employee Priority Claims**" means any Claim for: (a) accrued and unpaid wages and vacation pay owing to an employee of any of the Companies whose employment was terminated between the Filing Date and the Closing Date, including the Terminated Employees; and (b) unpaid amounts provided for in Section 6(5)(a) of the CCAA (c) any unremitted employee payroll deductions for income tax that are determined to be subject to a deemed trust claim; (d) any unremitted employee payroll deductions or employer contributions for the CPP that are determined to be subject to a deemed trust claim; (e) any unremitted employee payroll deductions or employer premiums for unemployment insurance that are determined to be subject to a deemed trust claim; and (f) any other amounts due in respect of employees that are determined to be subject to a deemed trust or other form of priority claim; all as to be determined pursuant to the Claims Identification Process;

"**Employment Agreements**" means, collectively, the employment agreements, the management compensation plans, and indemnification agreements of, or for the benefit of, the directors, officers and employees of either Company that, on or prior to the Closing, have not resigned, in each case, in existence on the date of Closing, which shall be provided to the Purchaser; provided, however, that Employment Agreements shall not include employment agreements, the management compensation plans, and indemnification agreements of, or for the benefit of, the directors, officers and employees of either of the Companies that have been terminated or disclaimed without the consent of the Purchaser;

"**Encumbrances**" means all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, Taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the ARIO or any other Order of this Court; and (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of Newfoundland and Labrador or any other personal property registry system;

"**Environmental Claim**" means any Claim, governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom whether incurred or arising before or after the Closing Time by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of any enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Substances;

or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit;

"**Environmental Law**" means any applicable Law, and any governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substances;

"**Environmental Liabilities**" means all past, present and future obligations and Liabilities of whatsoever nature or kind arising from or relating to, directly or indirectly:

(a) any Environmental Matter; or

(b) any Environmental Claim, Environmental Notice or Environmental Permit applicable to or otherwise involving the Companies, as the case may be, or any past, present or future non-compliance with, violation of or Liability under any Environmental Laws or any Environmental Permit applicable to or otherwise involving the Companies or the Business, as the case may be whenever occurring or arising;

"**Environmental Matters**" means any activity, event or circumstance in respect of or relating to:

(a) the storage, use, holding, collection, containment, recycling, reclamation, remediation, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling, transportation, management, presence, exposure to or Release of Hazardous Substances;

(b) the protection, condition, or quality of the environment;

(c) pollution, reclamation, remediation, or restoration of the environment; or

(d) any reclamation, decommissioning, rehabilitation and restoration obligations or requirements,

related to the Companies, as the case may be, or that has or have arisen or hereafter arise from or in respect of past, present or future operations, activities or omissions related to the Companies, as the case may be, or in respect of or otherwise involving the Companies, as the case may be, including obligations to compensate third Persons for any Liabilities, regardless of when or where such liabilities and obligations arose or arise, and, for purposes of this Subscription Agreement, the "environment" includes indoor and outdoor air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes, aquifers and groundwater) and plant and animal life (including humans);

"**Environmental Notice**" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit, in each case, issued by a Governmental Authority;

"**Environmental Permit**" means any permit, licence, letter, clearance, consent, waiver, closure plan, exemption, decision, or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law;

"**Equity Interests**" means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of Person;

"**ETA**" means the *Excise Tax Act* (Canada);

"**Excluded Assets**" collectively, means:

(a) the Accounts Receivable;

(b) the Stage Two Secured Payment Note and Security Agreements and all interests thereunder, including security interests, and each of the promissory notes, assignments and assumptions, Security Agreement(s) and other documents created pursuant to or as a step of the Closing Sequence for the benefit of or representing an obligation owing to NewCo or necessary or desirable to give effect to such obligation owing to NewCo;

(c) any and all cash and cash equivalents (but excluding the Restricted Cash) of the Companies as at the Closing Date;

(d) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily or solely relate to any of the Excluded Liabilities, provided that the applicable member of the Companies may take copies of all Tax records and books and records pertaining to such records (as redacted, if applicable) to the extent necessary or useful for the carrying on of the Business after Closing, including the filing of any Tax Return, provided, however that NewCo shall retain the original copies of any of the records required to be provided to the applicable Company hereunder (and provide the applicable Company with a copy thereof) to the extent NewCo are required to do so under applicable Law or pursuant to this Subscription Agreement, including under Article 8.1;

(e) the Excluded Contracts;

(f) the Nugget Pond Gold Plant Equipment;

(g) any Tax Refund received prior to, or to the extent accruing for any period on or prior to, the Specified Date;

(h) all communications, information or records, written or oral, that are in any way related to: (i) the transactions contemplated by this Subscription Agreement; (ii) the sale of the Purchased Shares; (iii) any Excluded Asset; or (iv) any Excluded Liability; all rights, covenants, obligations and benefits in favour of the Companies under this Subscription Agreement that survive Closing; and

(i) those assets specified in Schedule "C", an amended list of which may be delivered by the Purchaser no later than three (3) Business Days before the Closing Date,

and for clarity, "Excluded Assets" may be owned by either or both of the Companies;

"**Excluded Contracts**" means all contracts that are not Retained Contracts, including those specified on Schedule "B", an amended list of which may be delivered by the Purchaser no later than three (3) Business Days before the Closing Date;

"**Excluded Liabilities**" means, collectively, the 1948 Excluded Liabilities and the Rambler Excluded Liabilities;

"**Executive Employees**" means those senior executive individuals employed by a member of the Companies;

"**Existing Shares**" means all issued and outstanding shares of the Companies prior to Closing;

"**Filing Date**" means February 23, 2023;

"**Goodyear Cove Concentrate Facility**" means (i) the main dock, two smaller docks and bollards, and the small slipway at Goodyear's Cove, Newfoundland, Canada which are situated upon land leased by Rambler and (ii) the warehouse, conveyors, fuel tank and front end loader at Goodyear's Cove, Newfoundland, Canada owned by Rambler, for the storage of concentrate derived from any ores produced from the Ming Mine and (iii) the associated treatment plant, mill and/or concentrating facilities located in Baie Verte, Newfoundland and Labrador, and any replacement thereof;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, agent, commission, bureau, official, minister, Crown corporation, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled to or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power (including any applicable stock exchange);

"**Hazardous Substance**" means any substance, material or emission whose storage, handling, use, transportation or Release is prohibited, controlled or regulated by any Governmental Authority having jurisdiction pursuant to Environmental Laws, including any contaminant or pollutant as defined in the *Environmental Protection Act* (Newfoundland and Labrador);

"**Initial CCAA Order**" has the meaning set out in Recital B;

"**Interim Period**" has the meaning set out in Article 7.5(a);

"**Investment Canada Act**" means the *Investment Canada Act*, R.S.C., 1985, c. 28;

"**Laws**" means, with respect to any Person, property, transaction, event or other matter; all laws, statutes, by-laws, rules, regulations, treaties, Orders, ordinances or judgments, guidelines, directives or other requirements having the force of law, whether federal, provincial, state or municipal, relating or applicable to that Person, property, transaction, event or other matter;

"**Liabilities**" means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind whatsoever, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, known or unknown, matured or unmatured or determined or undeterminable, including those arising under any Law and those arising under any loan, lease, financing agreement,

agreement, contract, statute or otherwise, including any abandonment, reclamation or end of life obligations associated with any mining or other property;

"**Little Deer/Whaleback Exploration Ground**" means Mineral Licence 010215M, covering the Little Deer copper deposit, located north of the town of Springdale in north-central Newfoundland held by the Companies and Mineral Licence 027468M, covering the Whalesback copper deposit located in north central Newfoundland held by the Companies;

"**Material Adverse Effect**" means any change, event, fact, occurrence, condition or circumstance, individually or in the aggregate that: (i) has a material adverse effect on the operations, results of operations or condition (financial or otherwise) of the Business, or (ii) materially and adversely impairs the Purchased Shares, Retained Assets or the Business or materially and adversely increases the Retained Liabilities, taken as a whole, but excluding, in the case of each of clauses (i) and (ii) any such change, event, occurrence or circumstance that results from or arises out of: (A) changes in general economic conditions, (B) changes affecting the industries and markets in which the Business operates, (C) changes in macroeconomic factors, interest rates, currency exchange rates or general financial or credit market conditions, (D) acts of God, war, terrorism, civil unrest or hostilities, (E) the COVID-19 pandemic or other epidemic or pandemic outbreaks including any continuation or escalation thereof, (F) any change in law or its interpretation, administration or application or non-application by any Governmental Authority or in generally acceptable accounting principles, including any purported termination or withdrawal of the protection provided by the Provincial Indemnity Letters, (G) any failure to meet any internal or publicly disclosed projections, forecasts, estimates or budgets of, or guidance relating to, revenue, cash flow, earnings or other financial metrics for any period, (H) any action taken (or omitted to be taken) by the Companies that is permitted under this Subscription Agreement or consented to by the Purchaser, (I) any announcement of the transactions contemplated by this Subscription Agreement, the identify of the Purchaser, or any action or inaction of Purchaser or its affiliates, (J) any change or development in respect of any Excluded Assets, Excluded Liabilities or any matter disclosed pursuant to the terms of this Subscription Agreement, or (K) the pendency of the CCAA Proceedings and any action approved by, or motion made before, the Courts, (L) the fact that the Business has been placed in "warm idle" and is not currently operating and any departures of personnel or entities providing services to the Companies, or (M) any matter or prospective matter which has, at or prior to the date hereof, been publicly disclosed in regulatory or securities filings, or has been made available to Purchaser in the any data room or virtual data room or disclosure platform, or disclosed in writing to Purchaser on or prior to the date hereof. Each of Companies and Purchaser agree that the determination of whether there has been a Material Adverse Effect shall be made after giving effect to any insurance proceeds (net of any deductibles) and indemnification payments that, in either case, are payable as a result of the change or effect subject to such determination.

"**Ming Mine**" means the gold/copper property known as the Ming Mine located in Baie Verte, Newfoundland and Labrador being more particularly described and defined in Schedule "G" hereto;

"**Mining and Surface Leases**" means Mining Leases 140 (4444), 141(4532) and 188 (10241M) and Surface Lease 121, 122 and 163;

"**Monitor**" has the meaning set out in Recital B;

"**Monitor's Certificate**" has the meaning set out in Article 4.4;

"**NDA**" has the meaning set out in Article 1.3;

"**NewCo**" means the entity to be formed prior to the Closing; provided, that no such entity shall be a flow through entity for Canadian Tax purposes unless approved by the Purchaser;

"**NI 45 106**" has the meaning set out in Article 3.2(h);

"**Notice**" has the meaning set out in Article 12.9;

"**Nugget Pond Mill Facility**" means Rambler's gold processing plant which is located on the Nugget Pond Surface Lease;

"**Nugget Pond Surface Lease**" means Surface Lease No. 163 located at Nugget Pond on the Baie Verte Peninsula in Newfoundland, as such may be renewed, extended or amended, from time to time;

"**Nugget Pond Gold Plant Equipment**" means those specified equipment and other tangibles in Schedule "C" as the excluded Nugget Pond gold plant equipment, to which Companies has informed Purchaser that it does not hold title and which, for certainty, does not include any gold plant equipment over which the Companies have title (which are Retained Assets);

"**Operational Expenses**" has the meaning set out in Article 2.7;

"**Order**" means any order, injunction, judgment, administrative complaint, decree, rulings, award, assessment, direction, instruction, penalty or sanction issued, filed or imposed by any Governmental Authority or arbitrator and includes the ARIO or any other orders granted in the CCAA Proceedings;

"**Outside Date**" has the meaning set out in Article 6.3(d);

"**Parties**" means, collectively, the Companies and the Purchaser, and "**Party**" means any one of them;

"**Permitted Encumbrances**" means the Encumbrances listed in Schedule "D";

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, corporation, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

"**Personal Information**" means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization;

"**Post-Filing Trade Amounts**" means any accrued and unpaid amounts owing by the Companies to third parties for leased or financed equipment and for goods and services provided to the Companies by third parties in connection with the Business and in respect of any royalty owing by the Companies, all in relation to the period starting as and from the Filing Date, that are unpaid as of the Closing;

"**Potential Priority Payments**" means those potential priority payments as prescribed under Subsections 6(3), 6(5)(a) and 6(6)(a) of the CCAA, the amounts owing under the Potential

Employee Priority Claims, and any outstanding Post-Filing Trade Amounts, all such payments to be determined following the Claims Identification Process;

"**Privacy Law**" means the *Personal Information Protection and Electronic Documents Act* (Canada), equivalent legislation in other provinces and territories, all regulations thereunder, and all Orders issued by Governmental Authorities pursuant thereto, as amended, supplemented, revised or replaced from time to time;

"**Provincial Indemnity Letters**" means the letters from the Government of Newfoundland and Labrador to Rambler dated July 5, 2010, October 14, 2020 and June 16, 2023 providing that Rambler is not responsible for historical environmental liability associated with the Little Deer/Whaleback Exploration Ground.

"**Purchase Price**" has the meaning set out in Article 2.2;

"**Purchased Shares**" means the 1948 Shares and Rambler Shares;

"**Purchaser**" has the meaning set out in preamble to this Subscription Agreement;

"**Purchaser Payment Note**" means the promissory note issued by one or both of the Companies to the Purchaser as consideration for the assignment and assumption of the Interim Note and its amendment and restatement as the Stage Two Secured Payment Note;

"**Purchaser Shares**" means fully paid ordinary shares in the capital of the Purchaser;

"**Rambler Excluded Liabilities**" means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against Rambler or relating to any Excluded Assets and Excluded Contracts as at the Closing Time, other than Retained Liabilities, including, inter alia, the non-exhaustive list of those certain Liabilities set forth in Schedule "B", any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which Rambler may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Employees whose employment with Rambler (or its Affiliates) is terminated on or before Closing, Liabilities for employees who are given notice of the termination of their employment with Rambler (or its Affiliates) on or before Closing, all Liabilities to or in respect of Rambler's Affiliates and the Potential Priority Payments. For clarity, "Rambler Excluded Liabilities" also includes all obligations and Liabilities under statute, contract, common law, civil law or otherwise relating to or arising from the employment and/or termination thereof, of the Terminated Employees;

"**Rambler Shares**" means 100 Class "A" common shares of Rambler issued from treasury to the Purchaser;

"**Rehabilitation Guarantee**" means those amounts required by DNR or any other Governmental Authority to be posted or otherwise held in trust for and in respect of the costs relating to the abandonment, closure, reclamation, rehabilitation, reporting, post closure monitoring and treatment and related activities of the Retained Assets;

"**Release**" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

"**Released Claims**" means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including "claims" as defined in the CCAA and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

"**Representatives**" means the officers, directors, advisors, employees, representatives and agents of either Company or any of its Affiliates;

"**Restricted Cash**" means those $4,497,832 of term deposits and GICs held by the Companies with HSBC bank as of the date hereof, in respect of the Rehabilitation Guarantee;

"**Retained Assets**" means:

(a) all assets of the Companies owned as of the Agreement Date and any assets acquired by it up to the date of Closing, including without limitation, all tenements, mineral resources, assets and infrastructure (as applicable) held by the Companies, inclusive of the: (i) Nugget Pond Mill Facility; (ii) Ming Mine; (iii) Little Deer/Whaleback Exploration Ground; and (iv) Goodyear Cove Concentrate Facility, as well as any and all associated items listed on the fixed assets further described in Schedule "E";

(b) the Retained Contracts;

(c) the Restricted Cash; and

(d) any and all indemnities granted or made in favour of the Companies from a Governmental Authority in respect of Environmental Liabilities, including without limitation the Provincial Indemnity Letters;

but in all cases excluding the Excluded Assets;

"**Retained Contracts**" means: (i) all contracts relating to the Permitted Encumbrances which are not otherwise Excluded Contracts and those contracts listed in Schedule "F", an amended list of which may be delivered by the Purchaser no later than three (3) Business Days before the Closing Date; and (ii) each of the promissory notes, assignments and assumptions, Security Agreement(s) and other documents created pursuant to or as a step of the Closing Sequence for the benefit of or representing an obligation owing to NewCo or necessary or desirable to give effect to such obligation owing to NewCo;

"**Retained Liabilities**" means:

(a) the Environmental Liabilities;

(b) the Employee Liabilities;

(c) all Liabilities associated with the Retained Contracts and the Permitted Encumbrances;

(d) any and all Liabilities of the Companies arising from and after Closing;

(e) the Security Agreements and those liabilities associated with or in relating to the security granted under the Security Agreement(s);

(f) without duplication with (g), liabilities relating to each of the promissory notes, assignments and assumptions, Security Agreement(s) and other documents created pursuant to or as a step of the Closing Sequence for the benefit of or representing an obligation owing to NewCo or necessary or desirable to give effect to such obligation owing to NewCo; and

(g) the Retained Contracts, including as set out in Schedule "F",

which shall be the only obligations and liabilities of the Companies as of the Closing.

"**Security Agreement(s)**" means the General Security Agreement and Fixed and Floating Charge Debenture, as between the Purchaser, the Companies and NewCo which provide for and secure those amounts owing under the Stage Two Secured Payment Note and amounts under Article 2.2(b), with: (a) the General Security Agreement substantially in the form of and have substantially similar terms as the existing General Security Agreement made as of October 29, 2021 as between Rambler and NewGen Resource Lending Inc., as administrative agent; and (b) the Fixed and Floating Charge Debenture substantially in the form of and have substantially similar terms as the existing fixed and floating charge debenture dated as of October 29, 2021 as between the Rambler and NewGen Resource Lending Inc., as administrative agent, and securing substantially the same properties thereunder, including the Mining and Surface Leases, in each case with such revisions as necessary to reflect this Subscription Agreement;

"**Shareholder Approval**" has the meaning ascribed to it in Article 6.2(f);

"**SISP**" has the meaning set out in Recital C;

"**Specified Arrears**" means those specified monetary defaults other than those arising by reason only of the insolvency of the Companies, the commencement of the CCAA Proceedings or the Companies failure to perform a non-monetary obligation prior to the Closing Date, in relation to certain of the Retained Liabilities as at the date of Closing as set forth in Schedule "F", or such other specified amounts agreed to in writing between the Parties;

"**Specified Date**" has the meaning set out in Article 2.7;

"**Stage One Purchase Price**" has the meaning set out in Article 2.2(a);

"**Stage One Purchaser Shares**" means the number of Purchaser Shares equal to an aggregate issue price of AUD$15,000,000, as part of the Stage One Purchase Price, with the price per Purchaser Share based on the lower of (a) the issue price of the Capital Raise; and (b) the volume weighted average price of the Purchaser Shares over the last 10 trading days on which Purchaser Shares traded prior to August 11, 2023;

"**Stage Two Option Payment"** means AUD$7,500,000 in cash as part of the Stage Two Purchase Price;

"**Stage Two Purchase Price**" has the meaning set out in Article 2.2(b);

"**Stage Two Purchaser Shares**" means the number of Purchaser Shares equal to an aggregate issue price of AUD$7,500,000 as part of the Stage Two Purchase Price with the price per Purchaser Share based on the volume weighted average price of the Purchaser Shares over the last ten (10) days on which the Purchaser Shares are traded prior to the issue date, which Purchaser Shares shall be subject to receipt of the Purchaser's shareholder approval under ASX Listing Rule 7.1 at the relevant time;

"**Stage Two Secured Payment Note**" means the secured promissory note or other instrument evidencing the obligation of Purchaser to pay the Stage Two Purchase Price to the Monitor on behalf of the Companies, which obligations shall be secured by the Security Agreements following the issuance thereof in accordance with the Closing Sequence, and which note shall contain certain deliverables by Purchaser with respect to the Security Agreement(s) and other documents necessary for the perfection of the security interest under the Security Agreement; and certain enforcement mechanisms in respect of the obligations therein;

"**Subscription Agreement**" means this second amended and restated share subscription agreement and all attachments and Schedules, in each case as the same may be supplemented, amended, restated or otherwise modified in accordance with the terms hereof;

"**Successful Bid(s)**" has the meaning given to such term in the SISP;

"**Successful Bidder(s)**" has the meaning given to such term in the SISP;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Tax Refund**" means all payments, credits or refunds (including payments and refunds in respect of Taxes), returns, reports, declarations, designations, forms, elections, notices, filing and information returns and statements in respect to Taxes to which either Company is entitled that arose or relate to the period prior to the Specified Date, including: (a) any refund of goods and services taxes or harmonized sales taxes; (b) any refund of federal or provincial income taxes; and (c) any refund of premiums or payments relating to a workers' compensation fund or program of any province;

"**Tax Returns**" means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents in respect of Taxes (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared or filed by either Company;

"**Tax**" or "**Taxes**" means taxes, duties, fees, premiums, assessments, imposts, levies and other similar charges imposed by any Governmental Authority under Law, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and antidumping, and all employment insurance, health insurance and governmental pension plan premiums or contributions;

"**Terminated Employees**" means those Executive Employees whose employment has been or shall be terminated by the applicable Company prior to Closing, or whose employment agreements have been deemed to be an Excluded Contract, as determined by the Purchaser pursuant to the provisions of Article 9;

"**Transactions**" means: (a) the issuance by the Companies to the Purchaser, and the subscription for and purchase by the Purchaser, of the Purchased Shares in consideration for the Purchase Price; and (b) all matters related or ancillary to the foregoing contemplated by or in the manner provided for in this Subscription Agreement or the Approval and Vesting Order;

"**Transferred Information**" means the personal information to be disclosed or conveyed to the Purchaser or any of its Representatives by or on behalf of the Companies for those purposes that relate to the Transaction in accordance with Privacy Laws, and includes such personal information disclosed to the Purchaser during the period leading up to and including the completion of the Transaction and pursuant to the SISP, and personal information acquired by the Purchaser in making its determinations set forth in Article 9; and

"**Transferred Obligations**" means Rambler Excluded Liabilities in the aggregate amount of AUD$12.25 million which are to be assigned from Rambler to and assumed by 1948 in consideration of the issuance by Rambler of the 1948 Promissory Note to 1948.

1.2 Certain Rules of Interpretation

In this Subscription Agreement:

(a) Currency - Unless otherwise specified, all references to monetary amounts and to CAD$ are to lawful currency of Canada. References to AUD$ shall refer to monetary amounts in the lawful currency of Australia. References to USD$ shall refer to monetary amounts in the lawful currency of the United States of America.

(b) Headings - Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Subscription Agreement.

(c) Including - Where the word "including" or "includes" is used in this Subscription Agreement, it means "including (or includes) without limitation".

(d) No Strict Construction - The language used in this Subscription Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(e) Number and Gender - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) Statutory references - A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

(g) Time - Time is of the essence in the performance of the Parties' respective obligations.

(h) Time Periods - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Entire Agreement

This Subscription Agreement, the confidentiality and non-disclosure agreement entered into between the Monitor, the Companies and the Purchaser dated June 19, 2023 (the "**NDA**"), and the deliverables delivered by the Parties in connection with the Transactions contemplated herein constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Subscription Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Subscription Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Subscription Agreement.

1.4 Schedules

The Schedules to this Subscription Agreement, listed below, are an integral part of this Subscription Agreement:

Schedule	Description
Schedule "A"	Form of Approval and Vesting Order
Schedule "B"	Excluded Contracts and Excluded Liabilities
Schedule "C"	Excluded Assets
Schedule "D"	Permitted Encumbrances
Schedule "E"	Retained Assets
Schedule "F"	Retained Contracts and Specified Arrears
Schedule "G"	Ming Mine

ARTICLE 2
PURCHASED SHARES

2.1 Subscription for Purchased Shares

Subject to the provisions of this Subscription Agreement and the Approval and Vesting Order, on the Closing Date, the Purchaser shall subscribe for and purchase from the Companies and the Companies shall issue to the Purchaser, the Purchased Shares, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), which Purchased Shares shall, immediately following the implementation of the application of the Articles of Reorganization, in accordance with the Closing Sequence and pursuant to the Approval and Vesting Order, represent 100% of the then issued and outstanding shares in the capital of the Companies.

2.2 Purchase Price and Payment

The aggregate consideration payable by the Purchaser for the Purchased Shares is AUD$65,000,000 payable in the two stages set out below (collectively, the "**Purchase Price**"). The Purchase Price shall be satisfied by, and in accordance with the following sequence:

(a) *Stage One* – on Closing by:

(i) the release of the Cash Deposit by the Monitor to the Companies;

(ii) payment in cash by the Purchaser (and/or its nominee(s)) to the Monitor on behalf of the Companies of an amount equal to AUD$35,000,000 less the Cash Deposit;

(iii) the issue of the Stage One Purchaser Shares to the Companies;

(iv) the delivery of the Stage Two Secured Payment Note (in accordance with the Closing Sequence) and Security Agreements, evidencing the obligation to pay and collateral provided in respect of such obligations, to the Monitor on behalf of the Companies,

(collectively, the "**Stage One Purchase Price**"); and

(v) an amount equivalent to the Retained Liabilities, if any, that the Purchaser shall cause the Companies to retain,

(b) *Stage Two* – at any time up to eighteen (18) months after Closing, pursuant to the Stage Two Secured Payment Note, to the holder(s) of the Stage Two Secured Payment Note, in satisfaction thereof, by:

(i) payment in cash by the Purchaser (and/or its nominee(s)) of an amount equal to AUD$7,500,000; and

(ii) either (A) the issue of the Stage Two Purchaser Shares or (B) the Stage Two Option Payment, at the option of the Purchaser in its sole discretion;

(collectively, the "**Stage Two Purchase Price**"), which payment obligation shall be evidenced by the Stage Two Secured Payment Note and secured by the Security Agreement until the Stage Two Purchase Price is paid in full,

(c) *Additional Payments at Closing* Additionally, at Closing:

(i) Purchaser shall pay, as an increase to the Purchase Price, in respect of the Specified Arrears, an amount not to exceed AUD$1,000,000, to the Monitor, on behalf of and for reimbursement of the Companies for the prior payment of, or further distribution to the applicable recipients thereof,

all of which if payable on the Closing Date shall be held by the Monitor on behalf of the Companies and/or applicable recipients, and, following the payments required thereto and hereunder, be transferred to NewCo in consideration of the assignment and assumption of the Excluded Assets and Excluded Liabilities pursuant to the Approval and Vesting Order, Article 2.5 and the Closing Sequence. For certainty, at Closing, the

Companies shall issue to the Purchaser, the Purchased Shares, free and clear of all Claims and Encumbrances in accordance with the Closing Sequence.

2.3 Allocation

The Companies and Purchaser will make and file all Tax Returns and filings on a basis which is consistent with the amount and allocation of the Purchase Price based on fair market value, which is approximately as follows and subject to adjustment to better reflect fair market value as necessary:

1948565 Ontario Inc.	AUD$12,250,000
Rambler Metals and Mining Canada Limited	AUD$52,750,000 (plus any increase or decrease in the Purchase Price pursuant to Section 2.2(c) or Section 2.7(g))

2.4 Payment of Certain Liabilities

On the Closing Date, in accordance with the Closing Sequence, a portion of the Purchase Price sufficient to satisfy the Potential Priority Payments shall be held in reserve by the Monitor to satisfy the final Potential Priority Payments to be determined by the Claims Identification Process, which reserve shall be established by the Monitor and its advisors in consultation with the Companies and their advisors in an amount reasonably sufficient to account for all Potential Priority Payments.

2.5 Retained Assets and Retained Liabilities; Transfer of Excluded Assets and Excluded Liabilities to NewCo

Pursuant to and without limiting the Approval and Vesting Order, on the Closing Date in accordance with the Closing Sequence:

(a) the Companies shall: (i) retain all of the Retained Assets; and (ii) retain all of the Retained Liabilities and remain liable in respect of the Retained Liabilities;

(b) all Excluded Assets shall be assigned, transferred to and vested in NewCo, and all Excluded Liabilities shall be transferred to and assumed by NewCo; and

(c) all Claims and Encumbrances (except for Permitted Encumbrances) shall be expunged, discharged and released as against the Companies and the Retained Assets, other than the Retained Liabilities.

2.6 Deposit

(a) As a deposit for the Purchase Price, the Purchaser has paid to the Monitor by wire transfer of immediately available funds, an amount equal to AUD$3,500,000, being 10% of the upfront cash Purchase Price; (the "**Cash Deposit**"), and which is held in trust by the Monitor in a non-interest bearing account on behalf of the Companies.

(b) If Closing does not occur due to: (A) termination of this Subscription Agreement by Purchaser pursuant to Article 11.1(i); or (B) the Approval and Vesting Order is not obtained by the Outside Date and the termination of this Subscription Agreement by either Purchaser or Companies pursuant to Article 11.1(b), and in each case Purchaser is not in breach of its obligations under this Subscription Agreement, the Cash Deposit will be forthwith refunded in full to the Purchaser (without interest, offset or deduction).

(c) If the events set forth in (b) above have not occurred, and Closing does not occur due to any other reason, including due to: (A) a material breach of this Subscription Agreement by Purchaser; (B) the failure or inability by Purchaser to obtain its necessary shareholder approval or ASX approvals in relation to the Transaction; (C) the failure or inability by Purchaser or its agents complete the Capital Raise, and this Subscription Agreement is terminated in accordance with its terms, the Cash Deposit shall become the property of, and shall be transferred to, the Companies as liquidated damages (and not as a penalty) to compensate the Companies for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions.

2.7 Operating Expenses Reimbursement After Specified Date

(a) The Parties agree that the daily operating and administrative expenditures relating to the Retained Assets and Retained Liabilities (the "**Operational Expenses**") are CAD$30,005.11 or USD$22,055.77 per day, or CAD$185,031.50 or USD$136,010.57 per week (the "**Weekly Reimbursement Amount**").

(b) The Monitor shall provide a forecasted cash flow detailing the Operational Expenses.

(c) On the date that is not more than two (2) Business Days after receipt of the Approval and Vesting Order (the "**Specified Date**"), and every seven days thereafter, the Purchaser shall pay to the Monitor, on behalf of the Companies, the Weekly Reimbursement Amount, which shall be used in the operation of the business, until the Closing Date. The Monitor shall provide a weekly accounting to the Purchaser of the use of funds with, at Purchaser's request, evidence of such use, including receipts and invoices.

(d) In the event that the Monitor believes, acting reasonably, that the weekly Operational Expenses are below the Weekly Reimbursement Amount, the Monitor may, on behalf of the Companies, credit and apply the excess amounts toward the following week's Weekly Reimbursement Amount provide notice to Purchaser and the amount payable by the Purchaser for such following week's Operational Expenses shall be reduced accordingly.

(e) On Closing, the Monitor may, on behalf of the Companies, if it determines appropriate in the circumstances, refund to the Purchaser all or such portion of the unutilized operating expenditures funded in its sole discretion, provided that Monitor may also, on behalf of the Companies, be entitled to hold in reserve such amounts it deems necessary in its sole discretion, until the Final Operation Expenses Reconciliation Date.

(f) On the date that is not more that is twenty-one (21) Business Days after Closing (the "**Final Operational Expenses Reconciliation Date**", any previously credited but unapplied Weekly Reimbursement Amounts shall be refunded by the Monitor, on behalf of the Companies, in a form directed by the Purchaser.

(g) In no other circumstance other than at Closing and the Final Operational Expenses Reconciliation Date shall the Monitor, on behalf of the Companies, be required to refund or reimburse any amounts advanced hereunder, and such amounts when paid, shall become the property of, and shall be transferred beneficially in, the Companies absolutely except where such paid amount is a refund to the Purchaser. The amounts paid in respect of this section shall be attributed to the Purchase Price such that the Purchase Price increases dollar for dollar accordingly.

2.8 Purchaser Access to the Business

Following receipt of the Approval and Vesting Order, the Companies shall provide Purchaser and its Representatives access, during normal Business hours and at such other time or times as Purchaser may reasonably request, to its premises (including facilities, field offices and sites), books, contracts, records, computer systems, properties, employees and management personnel and shall furnish to Purchaser all information concerning its Business, properties and personnel as Purchaser may reasonably request, which information shall remain subject to the NDA, in order to permit Purchaser to be in a position to expeditiously and efficiently integrate the business and operations of the Companies immediately upon but not prior to Closing. The Parties may further agree to facilitate further access as they deem appropriate, acting reasonably, in order to fulfill the objectives of this section.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Companies

Each Company, jointly and severally, represents and warrants as of the Agreement Date the following to the Purchaser and acknowledges that the Purchaser is relying upon the representations and warranties in connection with the Transactions:

(a) each Company is validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and, subject to the granting and terms of the Approval and Vesting Order, the Company has the corporate power to enter into and perform its obligations under this Subscription Agreement;

(b) this Subscription Agreement has been duly authorized, executed and delivered by the Company, and, subject to the granting and terms of the Approval and Vesting Order, this Subscription Agreement is a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms;

(c) no filing with, notice to or authorization of, any Governmental Authority is required on the part of the Purchaser as a condition to the lawful completion of the Transactions;

(d) the execution and delivery of and performance by the Company of this Subscription Agreement:

  (i) do not constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of its constating documents or bylaws;

  (ii) do not constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any contract, license, lease or instruction to which it is a party; and

  (iii) do not result in the violation of any Laws; and

(e) each of the Companies are not a non-resident of Canada within the meaning of the Tax Act.

Pursuant to the SISP, the Purchaser acknowledges and agrees that any representation and warranty on behalf of the Monitor and/or the Companies will not survive Closing.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants as of the Agreement Date the following to the Companies and Monitor and acknowledges that each of the Companies and Monitor is relying upon the representations and warranties in connection with the Transactions:

(a) the Purchaser is a corporation incorporated and existing under the Laws of its jurisdiction of incorporation and it has the corporate power to enter into and perform its obligations under this Subscription Agreement;

(b) the execution and delivery of and performance by the Purchaser of this Subscription Agreement have been authorized by all necessary corporate action on the part of the Purchaser;

(c) the execution and delivery of and performance by the Purchaser of this Subscription Agreement:

(i) do not constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of its constating documents or bylaws;

(ii) do not constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any contract, license, lease or instruction to which it is a party; and

(iii) do not result in the violation of any Laws;

(d) no filing with, notice to or authorization of, any Governmental Authority is required on the part of the Purchaser as a condition to the lawful completion of the Transactions;

(e) this Subscription Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser, enforceable against it in accordance with its terms, subject only to any limitation under applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar Laws of general application affecting creditors' rights; and (ii) the discretion that a court may exercise in the granting of equitable remedies including specific performance and injunction;

(f) the Purchaser is an informed and sophisticated buyer, it has engaged expert advisors and is experienced in the evaluation and purchase of property and assets and assumption of liabilities such as the Purchased Shares, the Retained Assets and the Retained Liabilities, all as contemplated hereunder, and has undertaken such investigations and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Subscription Agreement;

(g) the Purchaser acknowledges that investment in the Purchased Shares involves risk, and represents that it is able, without materially impairing its financial condition, to hold the Purchased Shares for an indefinite period of time and to suffer a complete loss of its investment;

(h) the Purchaser is an "accredited investor", as such term is defined in National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45 106**") and it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45 106 and acknowledges that the Purchased Shares may be subject to resale restrictions under applicable securities laws. The Purchased Shares are being acquired by the Purchaser for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Purchased Shares or any interest in them;

(i) the Purchaser is not a "state-owned enterprise" and is a "Canadian" or a "WTO Investor" or a "Trade Agreement Investor", as such terms are defined in the Investment Canada Act;

(j) the Purchaser has cash on hand and/or firm financing commitments (which for the avoidance of doubt may be in the form of a conditional underwriting agreement) from underwriters in connection with the Capital Raise in amounts sufficient to allow it to pay the Cash Deposit, the balance of the Purchase Price and all other costs and expenses in connection with the consummation of the Transactions and the Purchaser will make best efforts to have, as of the Closing Date, sufficient funds available for purposes of paying the Stage One Purchase Price, and the Purchaser will have, as of a date on or before the 18^{th} month anniversary of the Closing Date, sufficient funds available for the purposes of paying or otherwise satisfying the Stage Two Purchase Price; and

(k) the Purchaser understands that the investment in, or holding, acquisition or disposition of, the Purchased Shares may have material tax consequences under applicable Laws, and that it is the sole responsibility of the Purchaser to determine and assess such tax consequences as may apply to its particular circumstances.

3.3 As is, Where is

Notwithstanding any other provision of this Subscription Agreement but without limiting Article 1.2, the Purchaser acknowledges, agrees and confirms that:

(a) the Purchased Shares shall be issued, sold and delivered to the Purchaser subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to the either the Purchased Shares or the Retained Assets (including title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, with respect to same). For greater certainty, the Retained Assets shall be retained by the Companies in the context of the Transaction on an "as is where is" basis;

(b) without limiting the generality of the foregoing, except as may be expressly set out in this Subscription Agreement, no representations or warranties have been given by any Party with respect to the Liabilities any Party has with respect to Taxes in connection with entering into this Subscription Agreement, the issuance of the Approval and Vesting Order, the consummation of the Transactions or for any other reason. Each Party is to rely on its own investigations in respect of any Liabilities for Taxes payable, collectible or required to be remitted by the Companies or any other Party on or after Closing and the quantum of such Liabilities, if any, and the Purchaser acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Companies in order to make an independent analysis of same; and

(c) the provisions of Article 3.3 shall survive and not merge on Closing.

ARTICLE 4
CLOSING

4.1 Date, Time and Place of Closing

The Closing shall take place at the offices of Stewart McKelvey, Suite 1100, Cabot Place, 100 New Gower Street, St. John's, NL, A1C 6K3, at the Closing Time, or at such other place (including electronically), on such other date and at such other time as the Parties may agree in writing, and in accordance with the Closing Sequence.

4.2 Formation of NewCo

At least three (3) Business Days prior to the Closing Date, NewCo shall be formed in accordance with the terms contained herein, and NewCo shall not be a flow through entity for Canadian tax purposes unless approved by the Purchaser.

4.3 Closing Sequence

On the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

(a) first, 1948 shall assume the Transferred Obligations in consideration of the issuance by Rambler of the 1948 Promissory Note to 1948;

(b) second, 1948 shall issue the $12M Promissory Note to NewCo and deliver the Excluded Assets owned by 1948 in consideration of the assignment and assumption of the Transferred Obligations, all pursuant to the Approval and Vesting Order, and NewCo shall accept such assignment and assumption;

(c) third, Rambler shall issue the $38M Promissory Note and a $A15 million unsecured note ("**Interim Note**") and deliver the Excluded Assets owned by Rambler to NewCo in consideration of the assignment and assumption of the Excluded Liabilities, all pursuant to the Approval and Vesting Order, and NewCo shall accept such assignment and assumption;

(d) fourth, the Companies shall cause the Articles of Reorganization to be filed, and the Articles of Reorganization so filed shall be deemed to be filed;

(e) fifth, all Claims and Encumbrances (except for Permitted Encumbrances) shall be expunged, discharged and released as against the Companies and the Retained Assets, other than the Retained Liabilities, in accordance with the Approval and Vesting Order;

(f) sixth, all existing common shares of the Companies, as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), warrants or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Companies, including all Equity Interests, shall be deemed terminated and cancelled for no consideration in accordance with and pursuant to the Approval and Vesting Order, the Articles of Reorganization and section 186 of the *Ontario Business Corporations Act* and section 279 and section 314 of the *Corporations Act* (Newfoundland), as applicable;

(g) seventh, the Companies shall issue the Purchased Shares and the Purchaser shall subscribe for and purchase the Purchased Shares by directing the Monitor to apply the Cash Deposit and by paying the unpaid balance of the Stage One Purchase Price (i.e. less the Cash Deposit), to the Monitor, on behalf of the Companies; and

(h) eighth, the Companies shall cause the removal of the current directors and officers and the election and/or appointment of the directors and officers nominated by the Purchaser, the current directors and officers of the Companies will be deemed to be removed and the directors and officers nominated by the Purchaser shall be deemed to be elected or appointed, as the case may be;

(i) ninth, the Purchaser shall assume the Interim Note in consideration of the issuance by the Companies of the Purchaser Payment Note to the Purchaser, the Interim Note will be amended and restated as the Stage Two Secured Payment Note, and the Companies shall deliver the Security Agreements to the Monitor on behalf of NewCo, in support of the Stage Two Secured Payment Note; and

(j) tenth, 1948 shall repay the $12M Promissory Note and Rambler shall repay the $38M Promissory Note by directing the Monitor to apply and transfer the Stage One Purchase Price held by it on behalf of the Companies to Newco.

The Purchaser, with the prior consent of the Companies and the Monitor, acting reasonably, may amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Companies and/or its applicable stakeholders will benefit from as part of the Transactions.

4.4 Delivery of the Monitor's Certificate

Upon the satisfaction or waiver, as applicable, of the conditions set out in Article 6 hereof pursuant to this Subscription Agreement, the Company and the Purchaser shall deliver to the Monitor written confirmation that such conditions have been satisfied and/or waived, as applicable. Upon receipt of such written confirmation from the Companies and the Purchaser and the Stage One Purchase Price from the Purchaser, the Monitor shall issue and deliver a duly executed certificate in the form contemplated by the Approval and Vesting Order (the "**Monitor's Certificate**") to the Companies and the Purchaser confirming that the Monitor has received the Stage One Purchase Price and that conditions to Closing set out in this Subscription Agreement have been satisfied or waived by the Companies and the Purchaser, as applicable.

4.5 The Companies' Closing Deliveries

On the Closing Date, the Companies shall deliver or cause to be delivered to the Purchaser, or the Purchaser's solicitors, the following in form and substance satisfactory to the Purchaser, acting reasonably:

(a) the certificate referred to in Article 6.2(b);

(b) an entered copy of the Approval and Vesting Order;

(c) proof of filing of the Articles of Reorganization;

(d) one or more share certificates duly executed by Rambler, or other satisfactory evidence such as a notice of uncertified securities, representing, in aggregate, the Rambler Shares registered in the name of the Purchaser and/or its nominee(s) as directed by the Purchaser;

(e) one or more share certificates duly executed by 1948, or other satisfactory evidence such as a notice of uncertified securities, representing, in aggregate, the 1948 Shares registered in the name of the Purchaser and/or its nominee(s) as directed by the Purchaser; and

(f) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transactions.

4.6 Purchaser's Closing Deliveries

(a) On the Closing Date, the Purchaser shall deliver, or cause to be delivered, the balance of the Stage One Purchase Price (less the Cash Deposit) to the Monitor, on behalf of the Companies, pursuant to Article 2.2.

(b) On the Closing Date, the Purchaser shall deliver, or cause to be delivered, to the Companies the following in form and substance satisfactory to the Companies, each acting reasonably:

(i) such confirmations of the release of the Cash Deposit in accordance with the terms of this Subscription Agreement as may be requested by the Monitor;

(ii) the certificate referred to in Article 6.1(a) and (b);

(iii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by appropriate Governmental Authority of its jurisdiction of incorporation; and

(iv) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Companies or the Monitor to complete the Transactions.

(c) On the Closing Date, the Purchaser and the Companies shall deliver, or cause to be delivered, to the Monitor, the (i) the Stage Two Secured Payment Note and (ii) the Security Agreement(s), including all deliveries set forth under the Stage Two Secured Payment Note and Security Agreement(s).

ARTICLE 5
ISSUES OF PURCHASER SHARES

5.1 Issues of Purchaser Shares

(a) Whenever the Purchaser is required to procure the issue of Purchaser Shares pursuant to this Subscription Agreement, on or before the relevant date of issue, the Purchaser must:

(i) procure the issue of the relevant Purchaser Shares, free of any Encumbrances;

(ii) provide written evidence to the Monitor that the Purchaser has instructed its share registry to dispatch holding statements in respect of the relevant Purchaser Shares;

(iii) use reasonable endeavours to procure that the relevant Purchaser Shares are admitted to quotation on ASX including by providing ASX with an Appendix 2A and Appendix 3B in respect of such Purchaser Shares in accordance with the ASX Listing Rules; and

(iv) ensure that the relevant Purchaser Shares rank *pari passu* with all other Purchaser Shares on issue on and from the relevant date of issue.

(b) As soon as practicable after the issue of Purchaser Shares pursuant to this Subscription Agreement (and in any event within 5 Business Days) the Purchaser will provide ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Purchaser is unable to issue such a notice, lodge with ASIC a prospectus (within 15 Business Days) prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the relevant Purchaser Shares does not require disclosure to investors.

(c) If a notice delivered under Article 5(b) for any reason is not effective to ensure that an offer for sale of Purchaser Shares does not require disclosure to investors, the Purchaser must, no later than 15 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of Purchaser Shares does not require disclosure to investors.

ARTICLE 6
CONDITIONS PRECEDENT

6.1 Conditions for the Benefit of the Companies

The obligation of the Companies to complete the Transactions is subject to fulfilment of each of the following conditions on the date stated for fulfilment thereof, and if not so stated on or before the Closing Time, each of which is acknowledged to be for the exclusive benefit of the Companies and may be waived by the Companies in whole or in part:

(a) Representations and Warranties. The representations and warranties of the Purchaser in Article 3.2 shall be true and accurate in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and the Purchaser shall have executed and delivered a certificate by a senior officer to that effect;

(b) Fulfilment of Purchaser's Covenants. All of the terms, covenants and conditions of this Subscription Agreement to be complied with or performed by the Purchaser at or before the Closing Time shall have been complied with or performed in all material respects and the Purchaser shall not be in material breach of any agreement or covenant on its part contained in this Subscription Agreement, and the Purchaser shall have executed and delivered a certificate by a senior officer to that effect;

(c) Delivery. The Purchaser and/or its nominee(s) shall have paid, in aggregate, the Stage One Purchase Price, and the Purchaser shall have delivered the documents and other items referred to in Article 4.6.

6.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transactions is subject to fulfilment of each of the following conditions on or before the Closing Time, each of which is included for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part:

(a) Representations and Warranties. The representations and warranties of the Companies contained in Article 3.1 shall be true and correct on and as of the Closing Date, as if made on and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date), except where the failure to be so true and correct would not, individually or in the aggregate, have a Material Adverse Effect;

(b) Fulfilment of the Companies' Covenants. All of the terms, covenants and conditions of this Subscription Agreement to be complied with or performed by the Companies at or before the Closing Time shall have been complied with or performed in all material respects and the Companies shall not be in material breach of any agreement or covenant on its part contained in this Subscription Agreement that causes a Material Adverse Effect, and each Company shall have executed and delivered a certificate by a senior officer to that effect;

(c) Terminated Employees. The Company shall have terminated the employment of the Terminated Employees, as directed by the Purchaser pursuant to Article 9. If after best efforts such employees cannot be terminated, the employment contracts of such Terminated Employee shall have been determined to be an Excluded Contract, and in either case, all liabilities and obligations under statute, contract, common law, civil law or otherwise to any such Terminated Employees in respect of their employment with a member (or members) of the Companies or their Affiliates and/or the termination thereof, including but not limited to all amounts owing on account of statutory notice, termination payments, severance pay, vacation pay, wages, benefits, incentive compensation, commissions, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant to the Approval and Vesting Order and the Closing Sequence, shall be discharged as against the applicable Company or Companies and transferred to Newco;

(d) Delivery. The Companies shall have delivered the documents and other items referred to in Article 4.5;

(e) Capital Raise. Completion of the Capital Raise; and

(f) Shareholder Approval. The Purchaser shall have received the necessary shareholder approvals ("**Shareholder Approval**") to issue securities pursuant to the Capital Raise and consummate the Transaction prior to the Outside Date, including pursuant to ASX Listing Rule 7.1.

6.3 Mutual Conditions for the Benefit of the Companies and the Purchaser

The obligation of each of the Companies and the Purchaser to complete the Transactions is subject to the fulfillment of each of the following conditions or before the Closing Time, each of which is included for the benefit of the Companies and the Purchaser and may be waived in whole or in part upon the mutual agreement of the Parties:

(a) Actions or Proceedings. No Law or Order shall have been enacted or issued and no action or proceeding shall have been commenced or threatened to enjoin, restrict or prohibit the Transactions contemplated hereby;

(b) Approval and Vesting Order. (i) The Approval and Vesting Order shall have been issued and entered; and (ii) all rights to appeal such Approval and Vesting Order shall have expired or lapsed or been fully and finally dismissed; provided the Purchaser hereby agrees to waive the condition in (ii) in respect of any appeals that are immaterial and/or without merit in the respective views of each Party, acting reasonably. For certainty, the Approval and Vesting Order shall be in substantially the form attached as Schedule "A" hereto, or in such other form as may be agreed to by the Parties in writing, and shall provide for, among other things, the matters set forth in the definition of "**Approval and Vesting Order**" set forth herein, unless otherwise mutually agreed by the Parties in writing;

(c) Certificates of Compliance. DNR shall have issued one or more Certificates of Compliance with respect to the Mining and Surface Leases, certifying the Companies, as applicable, as the holder of all of the Mining and Surface Leases and material compliance with the terms thereof; and

(d) Outside Date. The Closing Date shall occur on or before October 25, 2023, (or as otherwise extended by the mutual agreement of the Parties, the "**Outside Date**").

6.4 Non-Satisfaction of Conditions

If any condition set out in Article 6.1, 6.2 or 6.3 is not satisfied or performed prior to the Outside Date, the Party for whose benefit the condition is inserted may:

(a) in writing, waive compliance with the condition in whole or in part in its sole discretion by notice to the other Parties and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or

(b) elect to terminate this Subscription Agreement, in which case none of the Parties shall not be under any further obligation to the others to complete the Transactions, except that if this Subscription Agreement is terminated by a Party because of a breach of this Subscription Agreement by another Party or because a condition for the benefit of the terminating Party has not been satisfied because another Party has failed to perform any of its obligations or covenants under this Subscription Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 7
COVENANTS OF THE PARTIES

7.1 Payments in Respect of Excluded Assets

If at any time after Closing, any Company, the Purchaser or any of their respective Affiliates receives a payment or other consideration in respect of or relating to an Excluded Asset (including a Tax Refund), the recipient of such payment or other consideration shall promptly notify the Monitor and promptly pay and transfer such payment or other consideration to the Monitor, on behalf of NewCo. Any such payments will be considered an increase to the Purchase Price and deemed to be paid by the Companies as part of the Closing Sequence. From and after Closing, the Companies and the Purchaser shall provide reasonable cooperation to NewCo and the Monitor to enable NewCo and the Monitor to obtain the benefit of any Excluded Asset.

7.2 Access to Books and Records

Following the Closing, the Companies shall make all Books and Records of the Companies reasonably available to the Monitor and any trustee in bankruptcy of the Companies or NewCo upon at least five (5) Business Days prior notice, for a period of seven (7) years after Closing, and shall, at such Party's expense, permit any of the foregoing Persons to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that the Purchaser shall not be obligated to make such Books and Records available to the extent that doing so would: (i) violate applicable Law; (ii) jeopardize the protection of a solicitor client privilege; or (iii) unreasonably interfere with the ongoing business and operations of the Companies and their Affiliates, as determined by the members of the Companies, acting reasonably.

7.3 Retained Insurance Policies

From and after Closing, the Companies shall, with reasonable diligence, do all such things and provide all such reasonable assistance as may be required for any of the current or former directors or officers of the Companies to access coverage under any insurance policies maintained by the Companies as at the Closing Date (including run-off or tail insurance) that such directors or officers may be entitled to under the terms of such insurance policies, and such directors and officers shall be entitled to rely on and enforce this Article. For greater certainty, the Companies shall not be required to pay any amounts to maintain any such insurance policies after Closing; provided that the Company shall not cancel, reduce or limit the scope or coverage of any such insurance policies in any manner.

7.4 Motions and Approval and Vesting Order Generally

The Companies and the Purchaser shall cooperate in filing the motions and obtaining the Approval and Vesting Order contemplated in this Subscription Agreement, and obtaining entry of such Approval and Vesting Order, and the Companies shall deliver to the Purchaser's counsel prior to filing, and as early in advance as is reasonably practicable, copies of all material Court documents to be filed by the Companies in connection with such motions and Approval and Vesting Order.

7.5 Covenants of the Companies Interim Period Actions

(a) From the date of this Subscription Agreement until the Closing (the "**Interim Period**"), the Companies shall give, or cause to be given, to the Purchaser and its Representatives reasonable access during normal business hours to the Retained Assets to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably deems reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets. Without limiting the generality of the foregoing: (a) the Purchaser and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Subscription Agreement and to the employees of the Business; and (b) subject to the ongoing reasonable oversight and participation of the Companies and the Monitor, and with prior notice to the Monitor, the Purchaser and its Representatives shall be permitted to contact and discuss the Transactions with Governmental Authorities and each Company's customers and contractual counterparties. Such investigations shall be carried out at the Purchaser's sole and exclusive risk and cost and without undue interference with the Companies' operations and the Companies shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

(b) Subject to the Orders and the discretion of the Court, the Companies shall ensure that its Representatives and the Monitor are aware of the provisions of this Article 7.5, and any violation of or the taking of any action which is inconsistent with any of the restrictions set forth in this Article 7.5 by any Representative or the Monitor shall be deemed to constitute a breach of this Article 7.5 by its Representatives or the Monitor, as applicable.

7.6 Covenants of the Purchaser re Shareholder Approval and Capital Raise

(a) As promptly as reasonably practicable following the execution of this Subscription Agreement, Purchaser shall, prepare the notice of meeting required by it in order to seek Shareholder Approval, and prepare a prospectus if applicable, in connection with the Capital Raise (which prospectus may, for the avoidance of doubt, contemporaneously satisfy the Purchaser's obligations in respect of the Stage One Purchaser Shares for the purpose of Article 5.1(b)).

(b) Subject to Article 7.6(c), Purchaser shall: (i) no later than September 5, 2023 provide and file the requisite notice of shareholder meeting with the ASIC; (ii) no later than September 15, 2023, dispatch its notice of shareholder meeting in respect of the Shareholder Approval and call for the shareholder meeting to occur on or before October 16, 2023, and (iii) on or before September 8, 2023, lodge with the ASIC the prospectus in respect of the Capital Raise.

(c) The Companies agree to act reasonably in considering any necessary extensions to the dates specified in Article 7.6(b) to the extent of any minor or inconsequential delays, or delays beyond the reasonable control of the Purchaser.

(d) Purchaser shall solicit proxies in respect of the Shareholder Approval to be voted in favour of the Shareholder Approval. Purchaser shall provide the Companies with reasonable updates as it relates to the proxies received in respect of the Shareholder Approval, when and as requested.

(e) Purchaser will procure agreement from its directors that its directors unanimously recommend that shareholders approve the approvals that are the subject of Article 6.2(f) and vote any shares they own or control in favor of such approvals.

ARTICLE 8
TAX MATTERS

8.1 Tax Matters

(a) The Purchaser and the Companies agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Shares and the Retained Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters, for the answer to any governmental or regulatory inquiry relating to Tax matters, or for any other filing required relating to Tax matters, including any filings required under section 116 of the *Tax Act*. The Purchaser and the Companies also agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Companies, the Purchased Shares and the Retained Liabilities as is reasonably necessary for the Purchaser to acquire them in a tax efficient manner for the Companies.

(b) The Purchaser and the Companies shall each be responsible for the preparation of their own statements required to be filed under the Tax Act and the ETA and other similar forms and returns in accordance with applicable Law.

ARTICLE 9
EMPLOYEE MATTERS

9.1 Employee Matters

(a) Purchaser agrees that, in the event it determines to negotiate new employment agreements with any retained Employee, such agreement shall be on substantially the same terms and conditions as the current employment agreements with such Employee.

(b) By no later than five (5) Business Days prior to Closing, the Purchaser shall provide to the Companies a list in writing of the Executive Employee (as determined by the Purchaser in its absolute discretion) and the Companies, shall prior to Closing, make best efforts to terminate such Executive Employees.

(c) In the event that the Companies are unable to terminate the Executive Employees, the applicable Employment Agreement with such Executive Employee shall be an Excluded Contract.

(d) Purchaser shall not direct the Companies to terminate an Employee who is not an Executive Employee, and shall not seek to include an employment Agreement for Employee who is not an Executive Employee as an Excluded Contract, other than as agreed in writing between the Companies, the Monitor and the Purchaser.

(e) For certainty, the applicable Company (or Companies) are responsible for terminating the employment of the Terminated Employees and all liabilities and obligations under statute, contract, common law, civil law, or otherwise regarding such employees in respect of their employment and/or the termination thereof (or inclusion of such Employment Agreement as an Excluded Contract and the vesting of same into NewCo) shall be Excluded Liabilities which, pursuant to the Approval and Vesting Order and the Closing Sequence, shall be discharged as against the applicable Company (or Companies) and transferred to Newco.

(f) The Parties agree that the Transaction constitutes a "business transaction" within the meaning of Privacy Laws and applicable Law relating to privacy. Prior to the completion of the Transaction, the Purchaser agrees that it shall collect, use and disclose the Transferred Information only for the purposes of reviewing, determining to proceed with and completing the Transaction, and only collect, use and disclose such information to the extent necessary to meet such purpose and as authorized or permitted by Privacy Laws and applicable Law. After the completion of the Transaction, the Purchaser agrees to use and disclose such Transferred Information provided to it in accordance with all applicable Law and for only those purposes for which such information was collected from or in respect of the relevant employee, unless:

(i) the Companies or the Purchaser has provided the employee with prior notification of an additional purpose for which the information will be used and, where required by applicable Law, has obtained the employee's consent; or

(ii) such additional use or disclosure of the information is permitted or authorized by Privacy Laws or applicable Law without notice to or consent from the employee.

(g) After completion of the Transaction, the Purchaser shall, where required by Privacy Laws or applicable Law, promptly notify the individuals to whom the Transferred Information relates that the Transaction has taken place and that the Transferred Information has been disclosed to the Purchaser. If the Transaction is not completed, the Purchaser shall, at the option of the Companies, return or destroy the Transferred Information.

ARTICLE 10
INSOLVENCY PROVISIONS

10.1 Court Orders and Related Matters

(a) From and after the date of this Subscription Agreement and until the Closing Date, the Companies shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, and other papers to be filed or submitted by the Companies in connection with or related to this Subscription Agreement, including with respect to the Approval and Vesting Order, for the Purchaser’s prior review in advance of service and filing of such materials (with as much opportunity for review and comment as is commercially practicable in the circumstances). The Companies acknowledge and agree that it shall make commercially reasonable efforts: (i) such that any such pleadings, motions, notices, statements, applications, schedules, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably; and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

(b) Notice of the motions seeking the issuance of the Approval and Vesting Order shall be served or be caused to be served by the Companies on all Persons required to receive notice under applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary by the Companies or the Purchaser, acting reasonably.

(c) If the Approval and Vesting Order relating to this Subscription Agreement is appealed or a motion for leave to appeal, rehearing, re-argument or reconsideration is filed with respect thereto, the Companies agree (subject to the available liquidity of the Companies) to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

(d) The Companies acknowledge and agree, that the Approval and Vesting Order shall provide that, on the Closing Date and concurrently with the Closing, the Purchased Shares shall be transferred to the Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 11
TERMINATION

11.1 Termination

This Subscription Agreement may be terminated at any time prior to Closing as follows:

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

(b) by the Purchaser or the Companies, if Closing has not occurred on or before Outside Date, provided that the terminating Party is not in breach of any representation, warranty, covenant or other agreement in this Subscription Agreement which would prevent the satisfaction of the conditions in Article 3 by the Outside Date;

(c) by the Purchaser or the Companies, if at any time after the date hereof any of the conditions in Article 5 is not capable of being satisfied by the applicable dates required in Article 5 of this Subscription Agreement or if not otherwise required, by the Outside Date, provided that the terminating Party is not in breach of any representation, warranty, covenant or other agreement in this Subscription Agreement which would prevent the satisfaction of the conditions in Article 3;

(d) by the Purchaser or the Companies, upon the termination, dismissal or conversion of the CCAA Proceedings;

(e) by the Purchaser or the Companies, upon dismissal of the motion for the Approval and Vesting Order (or if any such Order is stayed, vacated or varied without the consent of the Purchaser);

(f) by the Purchaser or the Companies, if a court of competent jurisdiction, including the Court, or other Governmental Authority has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing;

(g) by the Companies, if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Article 6.2 or Article 6.3, as applicable, by the Outside Date and such violation or breach has not been waived by the Companies or cured within ten (10) Business Days after written notice thereof from the Companies, unless the Companies are in material breach of their obligations under this Subscription Agreement which would prevent the satisfaction of the conditions set forth in Article 6.2 or Article 6.3, as applicable, by the Outside Date; and

(h) by the Purchaser, upon the occurrence of a Material Adverse Effect;

(i) by the Purchaser, if there has been a material violation or breach by the Companies of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Article 6.1 or Article 6.3, as applicable, by the Outside Date and such violation or breach has not been waived by the Purchaser or cured within ten (10) Business Days after written notice thereof from the Purchaser, unless the Purchaser is in material breach of its obligations under this Subscription Agreement which would prevent the satisfaction of the conditions set forth in Article 6.1 or Article 6.3, as applicable, by the Outside Date.

The Party desiring to terminate this Subscription Agreement pursuant to this Article 11 (other than pursuant to Article 10(a)) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

11.2 Effect of Termination

In the event of termination of this Subscription Agreement, this Subscription Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Subscription Agreement except that: (i) Article 2.6, this Article 11.2, Article 12.19, Article 12.2, Article 12.6, Article 12.12, Article 12.9, Article 12.7, Article 12.18, and Article 12.20 shall survive; and (ii) no termination of this Subscription Agreement shall relieve any Party of any liability for any willful breach by it of this Subscription Agreement, or impair the right of any Party to compel specific performance by any other Party of its obligations under this Subscription Agreement.

ARTICLE 12
GENERAL

12.1 Tax Returns

The Purchaser shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Companies for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Companies to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

12.2 Public Announcements

(a) The Companies shall be entitled to disclose this Subscription Agreement to the Court and parties in interest in the CCAA Proceedings and issue a press release, which press release shall be acceptable to the Purchaser, acting reasonably, announcing the execution of this Subscription Agreement and, if applicable, the approval by the Court of this Subscription Agreement pursuant to the Approval and Vesting Order. In addition, this Subscription Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. The Purchaser agrees that: (i) the Monitor may prepare and file reports and other documents with the Court containing references to the transactions contemplated by this Subscription Agreement and the terms of the Transactions; and (ii) the Companies, Purchaser and their respective professional advisors may prepare and file such motions, affidavits, materials, reports and other documents with the Court containing references to the Transactions and its terms as may reasonably be necessary to complete the Transactions or to comply with their obligations in connection therewith.

(b) The Companies acknowledge and agree that the Purchaser is an ASX-listed entity with continuous disclosure obligations pursuant to the ASX Listing Rules and the Corporations Act and consent to the Purchaser making a public announcement in respect of the transactions contemplated by this Subscription Agreement as required by the ASX Listing Rules and the Corporations Act. The Purchaser shall use commercially reasonable efforts to give prior oral or written notice to the Companies to the extent legally permissible and reasonably practicable, in order for the Companies to provide comments in respect thereof, and make commercially reasonable efforts to accommodate the requirements of the Companies therein.

12.3 Injunctive Relief

(c) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Subscription Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Subscription Agreement, and to enforce compliance with the terms of this Subscription Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

(d) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Article 12.3, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Subscription Agreement.

(e) Notwithstanding anything herein to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

12.4 Release by the Purchaser

Except in connection with any obligations of the Companies or the Monitor contained in this Subscription Agreement and any documents entered into pursuant to this Subscription Agreement, effective as of the Closing, the Purchaser and its Affiliates hereby releases and forever discharges the Companies, the Monitor, NewCo and their respective Affiliates, and each of their respective successors and assigns, and all present and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Business, NewCo, the Purchased Shares or the Retained Liabilities, save and except for Released Claims arising out of fraud, willful misconduct, intentional misrepresentation, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

12.5 Release by the Companies

Except in connection with any obligations of the Purchaser and the Monitor contained in this Subscription Agreement and any documents entered into pursuant to this Subscription Agreement, effective as of the Closing, the Companies and their Affiliates hereby releases and forever discharges the Purchaser, NewCo, the Monitor, and their respective Affiliates, and each of their respective successors and assigns, and all present and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Released Claims which such Person had, has or may have in the future to the extent relating to the Business, NewCo, the Purchased Shares, Excluded Assets, Excluded Liabilities or the Retained Liabilities, save and except for Released Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

12.6 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, securityholder, Affiliate, agent, lawyer or Representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchaser or the Companies, as applicable, under this Subscription Agreement, or for any Cause of Action based on, in respect of or by reason of the Transactions.

12.7 Monitor's Capacity

The Purchaser acknowledges and agrees that the Monitor, acting in its capacity as the Monitor in the CCAA Proceedings, will have no liability whatsoever in connection with this Subscription Agreement or the Transactions, whether in its capacity as Monitor, in its personal capacity or otherwise, provided that nothing shall release the Monitor from any claims arising from willful misconduct and fraud, and that the representations, covenants, obligations and agreements of the Companies pursuant to this Subscription Agreement and any related or ancillary document shall be those of the Companies exclusively and shall not constitute, or be deemed to constitute, representations, covenants, obligations or agreements of the Monitor. Nothing herein shall alter or derogate from the protections in favour of the Monitor pursuant to the ARIO, any other Order or the CCAA.

12.8 Expenses

Except if otherwise agreed upon amongst the Parties, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Subscription Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers).

12.9 Notices

(a) Any notice, direction, approval, consent or other communication given regarding the matters contemplated by this Subscription Agreement (each a "Notice") shall be in writing and shall be sufficiently given if delivered by courier service, personal delivery or electronic mail:

To the Companies:

c/o Stewart McKelvey
Suite 1100, Cabot Place
100 New Gower St.
St. John's, N.L. A1C 6K3
Attention: Joe Thorne
Email: joethorne@stewartmckelvey.com

With copies to (which will not constitute notice):

Grant Thornton Limited
1675 Grafton St Suite 1000
Halifax, NS B3J 0E9

Attention: Phil Clarke, Liam Murphy
Email: phil.clarke@ca.gt.com, liam.murphy@ca.gt.com

With further copies to (which will not constitute notice):

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
3400, 22 Adelaide Street W.
Toronto, ON M5H 4E3

Attention: Alex MacFarlane, Xiaodi Jin
Email: amacfarlane@blg.com, xjin@blg.com

To the Purchaser:

Auteco Minerals Ltd.
Level 2/8 Richardson St, West Perth WA 6005, Australia
Attention: Mike Naylor, Maddison Cramer
Email: mcramer@autecominerals.com, mnaylor@autecominerals.com

With further copies to (which will not constitute notice):

Attention: Shaun Hardcastle
Email: shaun.hardcastle@hamiltonlocke.com.au

And to:

Osler, Hoskin & Harcourt LLP
Bentall Four, 1055 Dunsmuir St., Suite 3000
Vancouver, BC V7X 1K8

Attention: Alan Hutchison, Kathryn Esaw
Email: ahutchison@osler.com, kesaw@osler.com

(b) Deemed Delivery of Notice. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. local time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

(c) Change of Address. Any Party may from time to time change its address under this Article 12.9 by notice to the other Parties given in the manner provided by this Article 12.9.

12.10 Time of Essence

Time shall be of the essence of this Subscription Agreement in all respects.

12.11 Successors and Assigns

This Subscription Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

12.12 Assignment

Neither the Companies nor the Purchaser may assign any of its rights or delegate any of its obligations under this Subscription Agreement without the prior written consent of the other Parties. Prior to Closing, the Purchaser may assign, upon written notice to the Companies, all or any portion of its rights and obligations under this Subscription Agreement to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date, provided that the Companies shall still be indirectly or directly wholly held by the Purchaser and provided the Purchaser shall provide a parent guarantee or such other assurances of the performance of the obligations of such assignee as may be required by the Companies. Any purported assignment or delegation in violation of this Article 12.12 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

12.13 Waiver and Amendment

Except as expressly provided in this Subscription Agreement, no amendment or waiver of this Subscription Agreement shall be binding unless: (a) executed in writing by the Companies and the Purchaser (including by way of email); and (b) the Monitor shall have provided its prior consent. No waiver of any provision of this Subscription Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Subscription Agreement constitute a continuing waiver unless otherwise expressly provided.

12.14 Survival

All representations, warranties, covenants and agreements of the Companies or the Purchaser made in this Subscription Agreement or any other agreement, certificate or instrument delivered pursuant to this Subscription Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Subscription Agreement.

12.15 Further Assurances

The Companies on the one hand, and the Purchaser on the other hand, shall, at the sole expense of the requesting Party, from time to time, whether before or after the Closing, promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Subscription Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Subscription Agreement or any provision hereof.

12.16 Severability

If any covenant or other provision of this Subscription Agreement is invalid, illegal or incapable of being enforced by reason of any rule of Law or public policy, then such covenant or other provision will be severed from and will not affect any other provision of this Subscription Agreement and this Subscription Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Subscription Agreement. All other covenants and provisions of this Subscription Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

12.17 Specific Performance

Each Party acknowledges and agrees that each other Party and its estate would be damaged irreparably in the event a Party does not perform its respective obligations under this Subscription Agreement in accordance with its specific terms or otherwise breach this Subscription Agreement, so that, in addition to any other remedy that a Party may have under law or equity, each Party shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Subscription Agreement and to enforce specifically this Subscription Agreement and the terms and provisions hereof.

12.18 Governing Law

This Subscription Agreement, the rights and obligations of the Parties hereunder, and any Claim based upon or arising out of this Subscription Agreement or the Transactions (or any part thereof) shall be governed by and interpreted and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein (including the CCAA), without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Supreme Court of Newfoundland and Labrador for the resolution of any such disputes arising under this Subscription Agreement.

12.19 Attornment

Each Party agrees: (a) that any Legal Proceeding relating to this Subscription Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including forum non conveniens; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Article 12.19. Each Party agrees that service of process on such Party as provided in this Article 12.19 shall be deemed effective service of process on such Party.

12.20 No Liability; Monitor Holding or Disposing Funds

The Purchaser and the Companies acknowledge and agree that the Monitor, acting in its capacity as the Monitor of the Companies in the CCAA Proceedings, and the Monitor's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Subscription Agreement whatsoever including, without limitation, in connection with the receipt, holding or distribution of the Purchase Price (including the Cash Deposit) or any portion of any of the foregoing, whether in its capacity as Monitor, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Monitor, any dispute between the Companies on the one hand, and the Purchaser on the other hand, with respect to the holding or disposition of any portion of the Purchase Price (including the Cash Deposit) or any other obligation of the Monitor hereunder in respect of the Purchase Price (including the Cash Deposit), or if at any time the Monitor is unable to determine the proper disposition of any portion of the Purchase Price (including the Cash Deposit) or its proper actions with respect to its obligations hereunder in respect of the Purchase Price (including the Cash Deposit), then the Monitor may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Monitor, pay the Purchase Price (including the Cash Deposit) or any portion of any of the foregoing into the Court for holding and disposition in accordance with the instructions of the Court, or (ii) hold the Purchase Price (including the Cash Deposit) or any portion thereof and not make any disbursement thereof until: (a) the Monitor receives a written direction signed by both the Companies and the Purchaser directing the Monitor to disburse, as the case may be, the Purchase Price (including the Cash Deposit) or any portion of any of the foregoing in the manner provided for in such direction, or (b) the Monitor receives an Order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Purchase Price (including the Cash Deposit) or any portion of any of the foregoing in the manner provided for in the Order.

12.21 Third Party Beneficiaries

Except with respect to: (i) the Monitor as expressly set forth in this Subscription Agreement (including Article 12.20), and (ii) NewCo as relates to all rights, covenants, obligations and benefits in favour of the Company under this Subscription Agreement that survive Closing and are transferred to NewCo as an Excluded Asset at the Closing, this Subscription Agreement is for the sole benefit of the Parties, and nothing in this Subscription Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Subscription Agreement.

12.22 Counterparts

This Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Subscription Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Subscription Agreement to the receiving Party.

12.23 Language

Les Parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais. The Parties have expressly required that this Subscription Agreement and all documents and notices relating hereto be drafted in English.

[*The balance of this page has been intentionally left blank*]

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

RAMBLER METALS AND MINING CANADA LIMITED	**1948565 ONTARIO INC.**
Per:	Per:
Name:	Name:
Title:	Title:

AUTECO MINERALS LTD.

Per:

Name:

Title:

Appendix E

Monitor’s Closing Certificate – AuTECO Transaction Letter

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("**CCAA**")

MONITOR'S CERTIFICATE

1. Pursuant to an Initial Order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency dated February 27, 2023 (the "**Initial Order**"), which was amended and restated on March 7, 2023 (the "**ARIO**"), and further amended and restated on May 16, 2023 (the "**FARIO**"), the Rambler Group was granted creditor protection pursuant to the CCAA and Grant Thornton Limited was appointed as Monitor of the Rambler Group.

2. Pursuant to an Order of this Court dated September 11, 2023 (the "**Approval and Reverse Vesting Order**"), the Court approved the Amended and Restated Subscription Agreement (as may be further amended, the "**Amended and Restated Subscription Agreement**") entered into by and between the Rambler Group, as vendor, AuTECO Minerals Limited, as purchaser (the "**Purchaser**"), with such minor amendments as the Rambler Group and/or Purchaser may deem necessary or otherwise agree to, with the approval of the Monitor, as well as the Transactions as defined in the Amended and Restated Subscription Agreement, which inter alia, provided for: (a) the approval of the Amended and Restated Subscription Agreement and the Transactions contemplated thereunder (b) adding 15444781 Canada Inc. ("**NewCo**") as applicant to these

proceedings; (c) vesting out of the Rambler Group all Excluded Assets, Excluded Contracts, and Excluded Liabilities and discharging Encumbrances other than the Permitted Encumbrances against the Rambler Group and the Retained Assets; (d) authorizing and directing the Rambler Group to file the Articles of Reorganization; and (e) authorizing and directing the Rambler Group to issue the Purchased Shares, and vesting in the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances, other than the Permitted Encumbrances.

3. Unless otherwise indicated herein, all terms and herein have the meanings set out in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES that it was advised by the Rambler Group and the Purchaser that:

1. The Purchaser has satisfied the Purchase Price (as defined in the Amended and Restated Subscription Agreement) in accordance with the Amended and Restated Subscription Agreement;

2. The conditions to Closing as set out in the Amended and Restated Subscription Agreement have been satisfied or waived by the Rambler Group and the Purchaser; and

3. This Certificate was delivered by the Monitor at 4:52 p.m. on October 19, 2023

Grant Thornton Limited, in its capacity as Monitor of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc., and not in its personal or corporate capacity

Per: LMurphy

Name: Liam Murphy, CPA, CA, CIRP, LIT

Title: Senior Vice President

Appendix F

Monitor's Enhanced Powers Certificate

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
15444781 Canada Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("**CCAA**")

MONITOR'S CERTIFICATE

1. Pursuant to an Initial Order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency dated February 27, 2023 (the "**Initial Order**"), which was amended and restated on March 7, 2023 (the "**ARIO**"), and further amended and restated on May 16, 2023 (the "**FARIO**"), the Rambler Group was granted creditor protection pursuant to the CCAA and Grant Thornton Limited was appointed as Monitor of the Rambler Group.

2. Pursuant to an Order of this Court dated September 11, 2023 (the "**Approval and Reverse Vesting Order**"), the Court approved the Amended and Restated Subscription Agreement (the " **Amended and Restated Subscription Agreement**") entered into by and between the Rambler Group, as vendor, AuTECO Minerals Ltd., as purchaser (the "**Purchaser**") as well as the Transactions as defined in the Amended and Restated Subscription Agreement, which inter alia, provided for: (a) the approval of the Amended and Restated Subscription Agreement and the Transactions contemplated thereunder (b) adding 15444781 Canada Inc. ("**NewCo**") as applicant to these proceedings; (c) vesting out of the Rambler Group all Excluded Assets, Excluded Contracts, and Excluded Liabilities and discharging Encumbrances other than the Permitted Encumbrances against the Rambler Group and the Retained Assets; (d) authorizing and directing the Rambler Group to file the Articles of Reorganization; and (e) authorizing and directing the Rambler Group to

issue the Purchased Shares, and vesting in the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Encumbrances, other than the Permitted Encumbrances.

3. On September 11, 2023 this Court also granted an order which expanded the powers of the Monitor with respect to NewCo (the "**Monitor's Powers Expansion Order**") pursuant to which the Monitor was authorized and empowered to take certain actions and steps and exercise certain rights on behalf of NewCo, as enumerated in the Monitor's Powers Expansion Order, effective upon Newco being added as an applicant in these CCAA proceedings and the Monitor executing, posting on the Monitor's website for these CCAA proceedings and serving on the Service List a certificate (the "**Enhanced Powers Certificate**"), substantially in the form appended as Schedule A to the Monitor's Powers Expansion Order.

4. Unless otherwise indicated herein, all terms and herein have the meanings set out in the Monitor's Powers Expansion Order.

THE MONITOR CERTIFIES that:

1. Pursuant to the Approval and Reverse Vesting Order NewCo has been added as an Applicant in these CCAA proceedings;

2. There are currently no directors appointed for NewCo; and

3. This Enhanced Powers Certificate was executed by the Monitor at 4:52 p.m. on October 19, 2023

Grant Thornton Limited, in its capacity as Monitor of Newco, and not in its personal or corporate capacity

Per: L Murphy

Name: Liam Murphy, CPA, CA, CIRP, LIT

Title: Senior Vice President

Appendix G

Claims Identification Process- Affidavit of Mailing

Province of: Newfoundland & Labrador
District of: Newfoundland & Labrador
Division No.
Court No. 2023 01G
Estate No.

Affidavit of Mailing

Rambler Metals and Mining Canada Limited
and 1948565 Ontario Inc.

I, Ben Chisholm, a Senior Associate at the Trustees office of Grant Thornton Limited, Suite 1000-1675 Grafton Street, Halifax, NS, B3J 0E9 hereby make oath (or solemnly affirm) and say as follows:

That on the 12th day of September 2023, I did cause to be sent by electronic mail to everyone on the attached mailing list, whose names and addresses appear on the paper writing marked Exhibit "A" annexed hereto, a copy of: "Claims Package" and "Claims Identification Order".

SWORN TO at the City of Halifax)
in the Province of Nova Scotia)
this 12 day of September 2023)

A Commissioner of the
Supreme Court of Nova Scotia

Corey Hines
A Commissioner of the
Supreme Court of Nova Scotia
Expiry: October 13, 2026

Ben Chisholm
Phone: (902) 417-2829
Fax: (902) 420-1068

Rambler Metals and Mining Canada Limited
Claims Identification Order - Sept 11 Hearing
Exhibit A - Email

Creditor	Attention to	Email Address
Stewart McKelvey	c/o Joe Thorne	joethorne@stewartmckelvey.com
Grant Thornton	c/o Jonathan Krieger/Bruce Bando/Jason Kanji/Phil Clarke	Jonathan.Krieger@ca.gt.com; Bruce.Bando@ca.gt.com; jason.kanji@ca.gt.com; Phil.Clarke@ca.gt.com
Borden Ladner Gervais	c/o Alex MacFarlane	AMacFarlane@blg.com
RMM Debt Limited Partnership, by its General Partner, RMM General Partner Inc.		peterfraser23@gmail.com; greg.boland@westfacecapital.com
Dundee Resources Limited	c/o Lila Manassa Murphy/ Adrian Goldstone/ Matthew Goodman/ Darcy Donelle/	lmurphy@dundeecorporation.com; agoldstone@dundeecorporation.com; mg@dundeecorporation.com; ddonelle@dundeecorporation.com; jgoodman@dundeecorporation.com
Cassels Brock & Blackwell LLP	c/o Alison Manzer/ Monique Sassi	amanzer@cassels.com; msassi@cassels.com
NewGen Asset Management Ltd.		lending@newgenfunds.com; william@wlpconsult.com
SkyLaw	c/o Tim Ross/ Diana Nicholls	tim.ross@skylaw.ca; diana.nicholls.mutter@skylaw.ca
Transamine S.A.	c/o Christophe Colin-Barrand/Olivier Doeblin	c.colin-barrand@transamine.com; o.doeblin@transamine.com
Blaney McMurtry	c/o Eric Golden	egolden@blaney.com
Cox & Palmer	c/o Griffith Roberts/ Megan Taylor	groberts@coxandpalmer.com; mtaylor@coxandpalmer.com
Sandstorm Gold Ltd.	c/o Erfan Kazemi/Beau White	ekazemi@sandstormgold.com; bwhite@sandstormgold.com
Suite 2100, Scotia Plaza	c/o Joseph Bellissimo	jbellissimo@cassels.com
1020 – 800 West Pender Street	c/o Elemental Royalties Corp.	frederick@elementalroyalties.com; f.bell@elementalaltus.com; s.bates@elementalaltus.com
Fasken Martineau DuMoulin LLP	c/o John Sabetti/Stuart Brotman	jsabetti@fasken.com; sbrotman@fasken.com

McInnes Cooper	c/o Meghan King	meghan.king@mcinnescooper.com
333 Bay Street	c/o Brendan O'Neill	boneill@goodmans.ca
Canada Revenue Agency	c/o Maeve Baird/ Sophie Duprè/ Katie Brace	maeve.baird@justice.gc.ca; Sophie.Dupre@justice.gc.ca; Katie.Brace@justice.gc.ca
Atlantic Canada Opportunities Agency (ACOA)	c/o Bonnie Christie/ France Levesque-Ouellette	bonnie.christie@acoa-apeca.gc.ca; France.levesque-ouellette@acoa-apeca.gc.ca
Financial Collections Officers	c/o Jennifer Snelgrove/Edward Gulliver	jennifersnelgrove@gov.nl.ca; edwardgulliver@gov.nl.ca
French & Associates	c/o John French	jbfrench@french-associates.com
Curtis Dawe	c/o Daniel Glover	dglover@curtisdawe.com
McCarthy Tetrault LLP	c/o Sean Collins	scollins@mccarthy.ca
McCarthy Tetrault LLP	c/o Katie Hynne/ Nathan Stewart	khynne@mccarthy.ca; nstewart@mccarthy.ca
Tupman Bloom	c/o Michael Collins	michael@tupmanbloom.com
Royal Gold	c/o Randy Shefman/ Matthew Thompson/ Katie Giger	rshefman@royalgold.com
Krinor Resources	c/o Peter Dimmell	pdimmell@outlook.com
Commercial Vice President	c/o Keith Goodyear	Keith.goodyear@aon.ca
Baie Verte & Area Chamber		bvchamber@nf.aibn.com
121 Group	c/o Alex Harris	alex.harris@weare121.com
Guy J. Bailey Limited	c/o Scott Bailey	ablitz@acetools.com
Amalgamated Mining & Tunnelling Inc.	c/o Adam Leung	aleung@amt-inc.ca
AS International Corporation	c/o Alex Stewart	analysis@alexstewartinternational.com
Can-Am Instruments	c/o Kelly Jamael-Zach	kjamaelzach@can-am.net
Carlson Software Inc	c/o Gavin Franklyne, P. Eng.	gfranklyne@carlsonsw.com
Creighton Rock Drill Ltd. (500)	c/o Harold Condon	harold@creightonrock.com
Eddy's Services Ltd.	c/o Wallace McKay	wmckay@xplornet.com
Finkel Holdings Inc.	c/o Darrell Costello	dcostello@industrialtechservice.com
Freightway International/BlueWater Shipping	c/o Ron Hodder	ronh@bws.dk
Hancon Construction Co Ltd.	c/o Cindy Mahon	accounting@hanconconstruction.com
Benson Buffett	c/o Sean Pittman	spittman@bensonbuffett.com
Industrial Rubber Labrador Ltd.		eva@industrialrubber.ca
Integrated Sustainability Consultants Ltd.	c/o Dawn Jackson	Dawn.Jackson@IntegratedSustainability.ca

Kal Tire	c/o Karen Lindsay	FinanceReceivables@kaltire.com
Labrador Rewind	c/o Corrina Parsons	c.parsons@labrewind.com
Mammoth Equipment and Exhaust Inc.	c/o Sarah Mailey	sarah.mailey@mammothequip.ca
Medicuro Virtual Health Care	c/o Todd Young	officemanager@mainstreetclinic.ca
Mining Plus Canada	c/o Emily Rose (accountant for)	emily.rose@byrnecut.com.au
Noble Distributing Inc.		noblewdistributinginc@gmail.com
Northern Survey Supply Canada o/a 1297909 Ontario Inc.	c/o Martin Larochelle	MartinL@NSSCanada.com
Rivard Engineering	c/o Jonathan Rivard	jonathan.rivard@rivardeng.com
SGS Canada Inc (SGS Minerals Services)	c/o Hazel Hung	hazel.hung@sgs.com
Signal Gold Inc.	c/o Kevin Bullock	kbullock@signalgold.com
Sika Canada Inc.	c/o Nick Sabatino	sabatino.nick@ca.sika.com; biron.jean-christophe@ca.sika.com
SRK Consulting (UK) Ltd.		finance@srk.co.uk
Access Mining Service	c/o Annebelle Chabot	ac@acces-s.ca
Air Liquide Canada	c/o Deborah Dixon	deborah.dixon@airliquide.com
Atlantic Explosives	c/o Brian Wilson	bwilson@atlanticexplosives.ca
Epiroc Customer Centre	c/o Raffi Stephenous/ Nicholas Dillman/ Raluca Pop	raafat.stephenous@epiroc.com; nicholas.dillman@epiroc.com; raluca.pop@epiroc.com
Baie Verte Co-op	c/o Michelle Roberts	c9282@sobeys.com
Basil Fearn (93) Ltd.	c/o Tracey Stacey	tracey.stacey@basilfearn.nf.ca
Battlefield Equipment Rentals	c/o Carmel Morrissey	carmel.morrissey@toromont.com
Bruce's Service Centre Ltd	c/o Christine Rogers	cabrogers92@gmail.com
CDN Resource Laboratories Ltd.	c/o Sune Louw	sune@cdnlabs.com
Kreston Reeves	c/o Alex Tushingham	Alex.Tushingham@krestonreeves.com
Central Hydraulics & Supply Ltd.		centralhydraulics@nl.rogers.com
Staples		billing@commercial.staples.ca
City Tire & Auto Centre	c/o Everett Blackwood/ Kathy Meeker	Everett.blackwood@citytire.com; kathy.meeker@citytire.com
D.A.S.I.T. Recharging, JMC Ltd.	c/o Chad Wilson	cwilson@dasitrecharging.com
Dawes Mechanical	c/o Donna Carey	accounts@dawesmechanical.ca
Eastern Analytical Limited		accounts@easternanalytical.ca
EMCO Corporation	c/o Rita Pynn	rpynn@emcoltd.com

Graybar-Harris & Roome	c/o Charleen Sampson	csampson@graybarcanada.com
HITECH Communications Ltd.	c/o Colleen Roberts	croberts@hitechcom.ca
Island Industrial Limited	c/o Bill Warren	bwarren@islandindustrial.ca
20 Driscoll Cres.	c/o Levitt-Safety Limited	csr@levitt-safety.com
Maxxam Analytics Inc.		Lourdes.Hurtado@bureauveritas.com
MicroAge Computer Centres	c/o Ruth Carter	Ruth.Carter@microagenl.ca
Midland Transport	c/o Tracey Boomer & Marshall Buckley	boomer.tracey@jdirving.com; buckley.marshall@jdirving.com
Newfoundland & Labrador Hydro		carlbishop@nlh.nl.ca; shirleywalsh@nlh.nl.ca
Newfoundland Power Inc.		customerrelations@newfoundlandpower.com
Peninsula Wholesalers	c/o Sandra Morey	sandramorey1959@hotmail.com
PF Collins Customs Brokers Ltd.	c/o Luke Casey	lcasey@pfcollins.com
Sharrons Sales & Services Ltd	c/o Mike and/or Sherry Sharron	sherry4857@hotmail.com
Stagg Signs & Graphics Inc.	c/o Karen McKelvie	admin@staggsigns.net
The Hurley Group	c/o Don McCauley	accounting@thehurleygroup.com
Thibault & Associates Inc.	c/o J. Dean Thibault	dean@astaka-development.ca
Toromont CAT, a division of Toromont Industries Ltd.	c/o Paula Buckle/ Piotr (Peter) Fransunkiewicz	pbuckle@toromont.com; pfransunkiewicz@toromont.com
Western Petroleum		edoc@westernpetroleum.ca
Western Pump Services	c/o Jeannine Fitzgerald	jfitzgerald@westernpumps.ca
Baie Verte Home Hardware (White Bay)	c/o Paula Decker	paula.decker@homehardware.ca
Shoppers Drug Mart		ssdm568@shoppersdrugmart.ca
Town of Seal Cove		sealcovewb@nf.aibn.com
Sansom Equipment Ltd.	c/o JoAnne MacLeod	joanne.macleod@sansom.ca
Cansel - St. John's	c/o Tammy Bade	Tammy.Bade@cansel.ca
MOLY-COP Canada	c/o Stacey Burt	Stacey.Burt@Molycop.ca
Modern Business Equipment Ltd.	c/o Kim Highmore	khighmore@modernbusiness.ca
Brandt Tractor Nortrax		webmaster@brandt.ca
Rideout Tool & Machine		CNorman@rideouttool.com
Cummins Canada ULC	c/o Andrea McCourt	andrea.mccourt@cummins.com
PumpsPlus	c/o Roger Arsenau, Manager	roger.arsenau@pumpsplus.ca
MacLean Engineering & Marketing Co. Ltd.	c/o Beverley Vanderheyden	BVanderheyden@macleanengineering.com; ckopach@blaney.com; lstrezos@blaney.com
Weir Minerals Canada	c/o Paul Hughes	Paul.Hughes@mail.weir

Boart Longyear	c/o Michelle Plunkett	michelle.plunkett@boartlongyear.com
Jannatec Radio Technologies	c/o Melissa Coubrough	Melissa.Coubrough@jannatec.com
Stark International		ar@starkoil.com
Aims	c/o Leona R. Gibbons	lgibbons@aimsltd.ca
Artlin Safety & Industrial	c/o Amanda Brace	purchasing@artlinsafety.ca
Eastern Technical Services	c/o Anthony Brunetti	tony@easterntechnicalservices.com
Dyno Nobel Canada Inc (Nfld Hard-Rok)	c/o Andrew Davis	andrew.davis@am.dynonobel.com
Great Canadian Dollar Store	c/o Hilary Matthews	greatcanadianhilary@hotmail.com
Kovatera - Industrial Fabrication Inc.	c/o Sandi Laframboise	slaframboise@kovatera.com
Deer Lake Taxi		yellowcabs@nf.aibn.com
Newfoundland Fasteners Ltd.	c/o Michael House	sales@newfoundlandfasteners.ca
Uni-Vert Tech Inc.	c/o Sandra Perreault	sandra.perreault@univerttech.ca
K & R Express Ltd.		perryfoss@hotmail.com
Princess Auto Ltd.		accountsreceivable@princessauto.com
Brandt Tractor Ltd. (Ongrade)		EFT@brandt.ca
Hurley's Enterprises	c/o Peter Hurley	peter.hurley@nf.sympatico.ca
Springdale Forest Resources Inc.	c/o Dennis Young/ Jennifer Burton	dennisyoung@springdaleforest.com; jenniferburton@springdaleforest.com
Burgess Law Offices	c/o Paul Burgess	pburgess@burgesslaw.ca
Brown's Highway Service's Ltd.	c/o Joan Brown	joan.brown@nf.sympatico.ca
Avalon Coal & Salt & Oil Limited	c/o Ruth Dawe/ Kelly Perry	rdawe@avalonsalt.ca (President and General Manager); kperry@avalonsalt.ca (controller)
The Town of South Brook	c/o Tracey Croucher	townofsbrk@yahoo.ca
Hutching's Distributing	c/o Lezlee Moore	lezlee@hdloil.com
Thinktel Communications Ltd.	c/o Harry Brodie	harry.brodie@thinktel.ca
Ormac Industrial Supply Inc.	c/o Sadie McNally	sadie.mcnally@ormac.ca
St. John Ambulance	c/o Krista Koerner	Krista.Koerner@sja.ca
Island Logistics Int. Inc.		michelle.islandlogistics@nf.aibn.com
Flowstar Industrial Incorporated	c/o Norma Teed-Purdy	norma@flowstarind.ca
Wajax Industrial Components LP	c/o Fadi Kouria	FKOURIA@WAJAX.COM
Midland Courier	c/o Pamela Smith	Smith.Pamela@midlandtransport.com
Rogers Enterprises Ltd.	c/o Debbie Reynolds	dreynolds@safetyexperts.ca
Agilent Technologies Canada	c/o Rachna Jolly	rachna_jolly@agilent.com
Pacific Press Co.		ppc@pacpress.com

DHLExpress		cabilling.help@dhl.com
West Coast Engineering Ltd.	c/o Trevor Grimes	wcel@bellaliant.net
Alfred H. Knight	c/o Kathryn Lee	kathryn.lee@ahkgroup.com
G & C Hardware Ltd.	c/o Cathy Newbury	gchardwareltd@gmail.com
East Coast Laundry Equipment		info@eclaundry.ca
Aztech Hydraulics Inc.	c/o Sara Reginato	sara@aztechydraulics.com
Medical West Supplies	c/o John Kenney	medicalwestsupplies@gmail.com
Fisher Scientific	c/o Joe Funai	joe.funai@thermofisher.com
Drager Safety Canada Ltd.	c/o Jackie Locking	Jacqueline.Locking@draeger.com
Vital Aire	c/o Leah Fernandes	leah.fernandes@airliquide.com
EMD Millipore	c/o Rajesh Kumar	rajesh.kumar@merckgroup.com
DRS	c/o Lorne Small	drssales.services@gmail.com
Pennecon Energy Technical Services	c/o Lisa Parsons	lisa.parsons@pennecon.com
Joan's Pharmacy - The Medicine Shoppe		ms0296@store.medicineshoppe.ca
Provix Inc.	c/o Kim Costello	kim.costello@provix.net
Breathing Air Systems -Connors Diving Services	c/o Heather	heather@connorsdiving.com
L & B Electric	c/o Tanya Bolivar	Tbolivar@lbserv.com
Sandvik Mining	c/o Emilio Haro	emilio.haro@sandvik.com
Konica Minolta	c/o Imene Nourredine	Imene.Nourredine@bt.konicaminolta.ca
Oil Filtration Solutions Ltd.	c/o Bill Butler	bbutler@oilfiltrationsolutions.com
Central Office Equipment	c/o Donna Barnes	dbarnes@coel.ca
Corner Brook Industrial Sales and Service Inc.	c/o Sheila Butt	sheilabutt@cornerbrookindustrial.com
Atlantic Cool Tech Service	c/o Lisa Zarras	atlanticcooltech@gmail.com
Orkin Canada		WCox@orkincanada.com
Les Equipements Manuquip Inc	c/o Jean-François Castonguay	jf.castonguay@manuquipinc.com
Total Precision Surveying		sales@tpsurveying.com
Gemtec Consulting	c/o Felicia Hemming	felicia.hemming@gemtec.ca
Bob's Electric	c/o Florence Reid	bobselectric.invoicing@gmail.com
ON2 Solutions	c/o Amandeep Sandhu	Amandeep@westcaremedical.com
Canadian Manufacturing Productivity	c/o Wanda Jarvis	wanda.jarvis@cme-mec.ca
Hunt's Concrete Ltd.	c/o Ryan Hunt/ Eric Pritchett	rhunt@huntsconcrete.com; eric.pritchett@newcrete.ca

Universal Fabricators Inc	c/o Doug Sparkes	dougsparkes@universalfabinc.com
W. Les Thistle Law Office PLC Inc.	c/o Les Thistle	les@thistlelaw.ca
Holiday Inn Express	c/o Sandi Wight	gsm@hiedeerlakehotel.com
RothLochston Subsea	c/o Denise Brown	debrown@rothlochston.com
Hitachi High-Tech Analytical Science America Inc	c/o Kevin Lake	kevin.lake@hitachi-hightech.com
Proax Technologies	c/o Cathy Campbell	ccampbell@proax.ca
Avis Budget Rental	c/o Michael Dominic	Michael.dominic@avisbudget.com
Akita Equipment & Auto Transport	c/o Denise Howlett	denise@akitaequipment.com
Fiix Inc.		accounting@fiixsoftware.com
Mikan Scientific Incorporated	c/o Josh Oldford	josh@mikan.ca
Provall Parts Ltd		invoices@ombparts.ca
Canada Fastenal	c/o Kathleen Antonio	kantonio@fastenal.com
Whistleblower Security	c/o Jenny Giesbrecht	support@integritycounts.ca
Springdale Minpaco Limited	c/o Nola Matthews	accounting@springdaleminpaco.com
Rocscience	c/o Samantha Corkum	samantha.corkum@rocscience.com
Mike Kelly & Sons Ltd.	c/o Lori Evans	levans@mksconstruction.ca
Goodland Buckingham	c/o David Goodland, K.C.	dgoodland@gbbarristers.com
Lifeworks		workday@lifeworks.com
Triton Canada Inc.	c/o Taraneh Dalaei	taraneh.dalaei@tritonverify.com
Adiuvare Geology & Engineering	c/o Will Pittman	will@adiuvarege.com
Horwood's Limited	c/o Shirley Horwood	horwoodsltd@gmail.com
Del Equipment Limited		delequipment1985@gmail.com
Certified Lab Products div. of NCH Canada Inc	c/o Brian Fagan	Brian.Fagan@certifiedlabs.com
G & P Courier 2019	c/o Candice Stuckless	gpcourier2008@gmail.com
Amalgamated Mining & Tunnelling Inc.	c/o Adam Leung	ALeung@amt-inc.ca
Bursey Manufacturing Inc	c/o Michelle Chard	mchard@burseymfg.com
Vanguard Mining	c/o Chris Corley	ccorley@amg1.com
FLSmidth Ltd.		NAMER.Collections@FLSmidth.com
Cascade Columbia Distribution Co	c/o Barbara Escajeda	barbe@cascadecolumbia.com
Campbells Ships Supplies	c/o Regina Clarke	rclarke@campbellship.com
Mobile Parts (2021) Inc.	c/o Heather Luttrell	hluttrell@mobileparts.com
Raphael L. Mwangobola		rmwangobola@yahoo.com
Nulantic Water	c/o Gwen Butcher	contact@nulantic.ca

85032 Newfoundland & Labrador Inc.	c/o Karen Barry	kbarry@atlantichydraulic.com
SKS Business Services LTD	c/o Sanjay Swarup	sks@sksbusinessservices.com
Geochemic Ltd.		enquiries@geochemic.co.uk
Chad Layte		chad.layte@hotmail.com
TSI Incorporated	c/o Bila Lee	blia.lee@tsi.com
Temiskaming Industrial Mining Equipment Limited	c/o Monique Loranger	mloranger@timeltd.ca
All Pro Roofing LTD	c/o Glenn Nippard	gnippard@eastlink.ca
Western Star Trucks Newfoundland Limited		gpelley@westernstartrucks.nf.ca
NL Govt - Department of Finance		finance@gov.nl.ca
NL Govt - Department of Industry, Energy and Technology	c/o Alex Smith/ Christopher Hardy	asmith@gov.nl.ca; ChristopherHardy@gov.nl.ca
Memery Crystal LLP	c/o Nick Davis	nick.davis@memerycrystal.com
SP Angel Corporate Finance LLP	c/o Ewan Leggat	ewan.leggat@spangel.co.uk
LSEG		capitalmarketscreditcontrol@lseg.com
Computershare UK	c/o Russell Carr	russell.carr1@computershare.co.uk
Eldorado Gold Quebec (QMX Gold Corporation)	c/o Valerie Thiboutot	valerie.thiboutot@eldoradogold.com
AFI Marketing Inc		sales@afiincusa.com
BV Peninsula Health Centre	c/o Carolyn Greenham	Carolyn.Greenham@centralhealth.nl.ca
College of the North Atlantic	c/o Juanita Kennedy	Juanita.Kennedy@cna.nl.ca
Filter Fab Company	c/o Steve Snider	steve.snider@micronicsinc.com
Great Nipissing Tent Co.		greatnipissingtent@gmail.com
Green Bay Digital	c/o Ryan Cull	greenbaydigital@gmail.com
Hoskin Scientific Limited		sales@hoskin.ca
Momentum Conferencing Corp.		hi@momentumconferencing.com
Morgan Printing		morganprinting@nl.rogers.com
NL Pre Hire		dhoyles@nlprehire.com
NL Vegetation Control Ltd.		nlvc@nf.aibn.com
Overhead Door (NFLD) Ltd		mkerfont@ohdnl.com
Strum Engineering Associates Ltd.		reni.oflaherty@strumengineering.ca
Terrapure Envirosystems Inc.		dtsoukatou@terrapureenv.com
Town of Ming's Bight		townmingsbight@outlook.com
Caterpillar Financial Services Limited	c/o Stephen Snair/ Brett Parks	Stephen.snair@cat.com; Brett.Parks@cat.com

De Lage Landen Financial Services Canada Inc.		clientservices-ca@leasedirect.com
Nissan Canada Finance		NCFcustomer.service@nissancanada.com
RB Partners Ltd.		imraan@rbpartners.co.uk
HSBC UK Bank	c/o Ash McBrearty	ash.mcbrearty@hsbc.com
Norton Rose Fulbright	c/o Edward Owen	Edward.owen@nortonrosefulbright.com
Travel Counsellors	c/o Joanne Thorburn	joanne.thorburn@travelcounsellors.com
Orion Mine Finance Fund II LP	c/o Winston Ferreras	wferreras@orionrp.com
Miriad Ltd.	c/o Zak Mir	zak@zakmir.com
Oracle Canada ULC	c/o Trey Blackmer	trey.blackmer@oracle.com
Avalon Laboratories	c/o Suzette Winters	info@avalonlaboratories.ca
Confederation Drive	c/o Harvey and Company	AR@harveyco.com
Mining Industry NL		info@miningnl.com
P.O. Box 12	c/o Linda Bartlett	lk200470@hotmail.com
Vision 33		accountscanada@vision33.com
Dux Machinery Corporation		sales@duxmachinery.com
D & K Variety Inc.	c/o Winston May	wmay@nl.aibn.com
Guy J. Bailey Ltd.		jcramm@guyjbailey.net; sbailey@guyjbailey.net
Air Canada	c/o Wiggins Adjustments Limited	info@wigginsadj.com
Bureau Veritas		sarah.robinson@bureauveritas.com; George.Brown@bureauveritas.com; roman.levitski@bureauveritas.com
Dentons Canada LLP	c/o Chubb Insurance	roger.simard@dentons.com
Rambler Metals and Mining PLC	c/o Brad Mills	b.mills@pliniancapital.com
Maritime Resources		garett@maritimegold.com
Government of Newfoundland and Labrador - Health and Post-Secondary Education Ta		Collections@gov.nl.ca
Town of Baie Verte		townofbaieverte@hotmail.com
Robert Bradley		rbradley@stewartmckelvey.com
Giles Ayers		gayers@stewartmckelvey.com
Toby Bradbury		tjbradbury@outlook.com
Baie Verte & Area Chamber of Commerce		bvachamber@nf.aibn.com
Sune Louw		sune@cdnlabs.com
Luke Casey		lcasey@pfcollins.com
Toromont CAT		pfrasunkiewicz@toromont.com
Avalon Coal & Salt & Oil Limited	C/O Ruth Dawe	rdawe@avalonsalt.ca

Avalon Coal & Salt & Oil Limited		kperry@avalonsalt.ca
Dumke Plummer		kmdumke@dumkeplummer.ca
Geochemic Ltd.		enquiries@geochemic.co.uk
De Lage Landen Financial Services Canada Inc		corporateca@dllgroup.com
D & K Variety Inc.	Winston May	wmay@nf.aibn.com
Randy Shefman/ Matthew Thompson/ Katie Giger		mthompson@royalgold.com
Randy Shefman/ Matthew Thompson/ Katie Giger		kgiger@royalgold.com
Randy Shefman/ Matthew Thompson/ Katie Giger		rshorrocks@mitremining.com.au
Osler, Hoskin & Harcourt LLP	Kathryn Esaw/ Justin Kanji/ Marc Wasserman	kesaw@osler.com
Osler, Hoskin & Harcourt LLP	Kathryn Esaw/ Justin Kanji/ Marc Wasserman	jkanji@osler.com
Osler, Hoskin & Harcourt LLP	Kathryn Esaw/ Justin Kanji/ Marc Wasserman	MWasserman@osler.com
Osler, Hoskin & Harcourt LLP	Kathryn Esaw/ Justin Kanji/ Marc Wasserman	ahutchison@osler.com
Osler, Hoskin & Harcourt LLP	Kathryn Esaw/ Justin Kanji/ Marc Wasserman	dhaugen@osler.com
Begbies Traynor	Paul Cooper/ James Allen	Paul.cooper@btguk.com
Begbies Traynor	Paul Cooper/ James Allen	James.allen@btguk.com
Weyburn Investments Limited		matt.cooper@espritdigital.com
Weyburn Investments Limited		royston.carolyn@gmail.com
Weyburn Investments Limited		jeffreycooper5@gmail.com
Morgan Consulting		jfmorgan@taxguys.ca
Blaney McMurtry		Kvickers@Blaney.com

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**")

NOTICE LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

RE: NOTICE OF CLAIMS IDENTIFICATION PROCESS, PRE-FILING CLAIMS BAR DATE AND RESTRUCTURING CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**") in proceedings under the *Companies' Creditors Arrange Act,* R.S.C., 1985 c. C-36, as amended, with respect to Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc. (together, the "**Applicants**"). Pursuant to the Initial Order dated February 27, 2023, Grant Thornton Limited was appointed as monitor of the Applicants (on such capacity, the "**Monitor**"), and pursuant to the claims identification process (the "**Claims Identification Process**") with respect to claims against the Applicants and its present and former Directors and Officers (the "**Directors/Officers**"). Additionally, the Monitor is required to send Claims Packages to, among other, the Applicant's Known Claimants and Claimants having Restructuring Claims. All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

All persons wishing to assert a claim (other than an Excluded Claim) against any Applicant or its Directors/Officers **MUST** file a Proof of Claim with the Monitor.

The claims bar date is 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "**Pre-Filing Claims Bar Date").** Proofs of Claim in respect of Pre-Filing Claims must be completed and filed with the Monitor on or before the Pre-Filing Claims Bar Date.

The restructuring claims bar date is the later of (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "**Restructuring Claims Bar Date**"). Proofs of Claim in respect of Restructuring Claims must be completed and filed with the Monitor on or before the Restructuring Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claims.

Reference should be made to the Claims Identification Order for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices of enquiries with respect to the Claims Identification Process.

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

DATED at Halifax, Nova Scotia this 11th day of September, 2023.

Grant Thornton Limited.,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada and 1948565 Ontario Inc.,
and not in its personal capacity.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

<u>INSTRUCTION LETTER FOR THE CLAIMS IDENTIFICATION PROCESS</u>

I. CLAIMS IDENTIFICATION PROCESS

By Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 (“**1948**”, and together with Rambler Canada, the “**Applicants**”), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**".) with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**"). The Claims Identification Order governs the filing and identification of all Claims against the Applicants and the Directors/Officers.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

This letter provides instructions for completing the Proof of Claim. Reference should be made to the Claims Identification Order for a complete description of the Claims Identification Process.

The Claims Identification Process is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Applicants the Directors/Officers or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **“Priority Claim”** set out in the Claims Identification Order.

All notices and enquiries with respect to the Identification Process should be addressed to;

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than an Excluded Claim), you MUST file a Proof of Claim with the Monitor.

All Proofs of Claim for, (i) Pre-Filing Claims (including D&O Pre-Filing Claims), which for greater certainty are Claims against any Applicant arising prior to the Filing Date of February 27, 2023, and (ii) D&O Pre-Filing Claims, must be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre -Filing Claims Bar Date").

All Proofs of Claim for (a) Restructuring Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of February 27, 2023 of any contract, lease or other agreement or arrangement whether written or oral, and (ii) D&O Restructuring Claims, must be received by the Monitor by **the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim to a Claimant (the "Restructuring Claims Bar Date").**

PROOFS OF CLAIM MUST BE RECEIVED BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of February 27, 2023 (USD 1: CAD 1.3573).

Additional Proofs of Claim forms can be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

DATED at Halifax, Nova Scotia, this 11th day of September, 2023.

Grant Thornton Limited,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc., and not
in its personal capacity.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985,
c. C-36, as amended ("CCAA")

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Identification Order dated September 11, 2023.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

   ____ (the "Claimant")

2. Full Mailing Address of the Claimant:

   ____

   ____

   ____

3. Telephone Number: ______________________________

4. E-Mail Address: ______________________________

5. Facsimile Number: ______________________________

6. Attention (Contact Person): ______________________________

7. Have you acquired this Claim by assignment?

   Yes; □ No: □ (if yes, attach documents evidencing assignment)

   If Yes, Full Legal Name of Original Claimant(s):

II. PROOF OF CLAIM:

1. I, ____
(name of Claimant or Representative of the Claimant), of __________________________________

____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

□ am the Claimant; OR

□ am ____ (state position or title) of ____ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that no Applicant and/or one or more of the Directors or Officers of any Applicant were and still are indebted to the Claimants as follows:[1]

(i) Pre-Filing Claims (and related D&O Claims)

Debtor	Pre-Filing Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			

[1] Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on February 27, 2023.

Directors and Officers of Rambler Metals and Mining Canada Limited ______________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. ______________ (insert names above)			

(ii) Restructuring Claims (and related D&O Claims)

Debtor	**Restructuring Claim Amount**	**Whether Claim is Secured, Priority Unsecured, or Unsecured**	**Value of Security Held, if any:**
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			
Directors and Officers of Rambler Metals and Mining Canada Limited ______________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. ______________ (insert names above)			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-Filing Claims, Restructuring Claims and D&O Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Pre-Filing Claims (including D&O Pre-Filing Claims), this Proof of Claim MUST be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

For Restructuring Claims (including D&O Restructuring Claims), this Proof of Claim MUST be received by the Monitor before the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "Restructuring Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

> **Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.**
>
> **Email: Rambler@ca.gt.com**
>
> **Nova Centre, North Tower**
> **Suite 1000 - 1675 Grafton Street**
> **Halifax, Nova Scotia B3J 0E9**
> **Hotline: 1-855-747-2649**

Failure to file your Proof of Claim as directed by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against any Applicant or any of its present or former Directors and Officers.

DATED at ___________________________ this ___________ day of _______________, 2023.

____
Signature of Claimant

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

CLAIMS IDENTIFICATION ORDER

UPON IT APPEARING THAT the Applicants, Rambler Metals and Mining Canada Limited (**"Rambler Canada"**) and 1948565 Ontario Inc. (**"1948"**, and together with Rambler Canada, the **"Rambler Group"** or the **"Applicants"**) have applied for an order approving the Claims Identification Process (as defined below);

AND UPON READING the materials filed by the Rambler Group and the Monitor's Sixth Report to Court dated August 31, 2023; and

AND UPON HEARING the submissions of Joe Thorne, counsel for the Rambler Group, and such other counsel that were present, no one else appearing for any party although duly served as outlined in the affidavit of service dated Joe Thorne, dated August 31, 2023;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

Filed Sept 11/23 EP

DEFINITIONS

2. **THIS COURT ORDERS** that, for the purposes of this Claims Identification Order establishing a procedure for the submission of Claims against the Applicants and the Directors and Officers, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

(a) **"Assessments"** means Claims of His Majesty the King in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

(b) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in St. John's, Newfoundland;

(c) **"CCAA Proceedings"** means the within proceedings in respect of the Rambler Group under the CCAA;

(d) **"Charges"** has the meaning given to that term in the Initial Order;

(e) **"Claim"** means:

(i) any right of claim of any Person against any Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever in existence at the time of the Initial Order, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive, or otherwise), and whether or not such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any Applicant with respect to any matter, action, cause or chose in action, but subject to any counterclaim, set-off or right of compensation in favour of any Applicant which may exist, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts that existed prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") had the Applicants become bankrupt on the Filing Date, including for greater certainty any claim against any Applicant for indemnification by any Directors or Officers in respect of a D&O Pre-Filing Claim (as defined below) (but excluding any such claim for indemnification that is covered by the Director's Charge (as defined in the Initial Order)) (each, a "**Pre-Filing Claim**");

(ii) any right of claim of any Person against any Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by such Applicant to such Person arising out of the restructuring, disclaimer, repudiation, resiliation, termination or breach by an Applicant on or after the Filing Date of any contract, lease, other agreement or obligation whether written or oral, including for greater certainty any claim against an Applicant for indemnification by any Directors of Officers in respect of a D&O Restructuring Claim (but excluding any such claim for indemnification that is covered by the Director's Charge) (each, a "**Restructuring Claim**"); and

(iii) any right or claim of any Person against one or more of the Directors or Officers of any Applicant, howsoever arising whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, however arising and whether:

(1) (A) based in whole or in part on facts that existed prior to the Filing Date, (B) relating to a time period prior to the Filing Date, or (C) it is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt on the Filing Date (a "**D&O Pre-Filing Claim**"); or

(2) based on facts that arose in connection with the restructuring disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of any contract, lease, other agreement or obligation, whether written or oral (a "**D&O Restructuring Claim**"),

in each case for which the Directors or Officers are alleged to be, by statute or otherwise by law or equity, liable to pay in their capacity as Directors or Officers (each, a "**D&O Claim**");

provided, however, that in any case "Claim" shall not include an Excluded Claim;

(f) "**Claimant**" means any Person asserting a Claim and includes the transferee or assignee of a Claim recognized in accordance with paragraphs 28 and 29 herein or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

(g) "**Claims Identification Process**" means the process for identifying Claims outlined in this Claims Identification Order, including the Schedules hereto;

(h) "**Claims Package**" means the Proof of Claim form, the Notice to Claimants, the Instruction Letter, and any other documentation the Monitor, in consultation with the Applicants, may deem appropriate;

(i) "**Court**" means the Supreme Court of Newfoundland and Labrador;

(j) "**D&O Indemnity Claim**" means any existing or future right of any Director or Officer against any Applicant which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by any Applicant;

(k) **"Directors"** means the current and former directors of any Applicant or any Person who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de facto director of any Applicant, in such capacity, and "Director" means any one of them;

(l) **"Excluded Claim"** means any claim secured by any of the Charges;

(m) **"Filing Date"** means February 27, 2023;

(n) **"Initial Order"** means the Initial Order of the Honourable Justice MacDonald made February 27, 2023 in these CCAA Proceedings, as amended, restated or varied from time to time;

(o) "**Instruction Letter**" means the instruction letter to Claimants, substantially in the form attached as Schedule "A" hereto, regarding the completion of a Proof of Claim by a Claimant and the Claims Identification Process described herein;

(p) **"Meeting"** means a meeting of the creditors of the Applicants called for the purpose of considering and voting in respect of a Plan;

(q) **"Monitor"** means Grant Thornton Limited., in its capacity as the Court-appointed Monitor of the Applicants;

(r) **"Monitor's Website"** means: https://www.grantthornton.ca/Rambler;

(s) **"Notice to Claimants"** means the notice for publication by the Monitor as described in paragraph 15 hereof, in the form attached as Schedule "B";

(t) **"Officers"** means the current and former officers of any Applicant or any Person who is or was or may be deemed to be or have been, whether by statute, operation

ØV

of law or otherwise, an officer or de facto officer of any Applicant, in such capacity, and "**Officer**" means any one of them;

(u) "**Orders**" means any and all orders issued by the Court within the CCAA Proceedings, including the Initial Order;

(v) **“Pre-Filing Secured Debt”** means all indebtedness, liabilities and obligations owing by the Applicants under agreements with:

(i) NewGen Resource Lending Inc., as agent for NewGen Resource Lending LP, WF CAD Investment Holdings LP, Dundee Resources Limited, Whitleaf Trust, and Ali Akay;

(ii) Transamine S.A.;

(iii) Sandstorm Gold Ltd.;

(iv) Elemental Royalties Corp.; and

(v) various equipment lessors in respect of capital leases;

(w) "**Person**" means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on its own or in a representative capacity;

(x) **“Priority Claim”** means any Claim that ranks in priority to the Pre-Filing Secured Debt and includes, for greater certainty, any Claim in respect of Potential Priority Payments (as defined in the Share Subscription Agreement);

(y) **"Priority Claimant"** means any Claimant asserting a Priority Claim and/or any Person who may be entitled to assert a Priority Claim, and includes any Person who has had a Proof of Claim asserting a Priority Claim filed on their behalf by the Applicants pursuant to the terms of this Claims Identification Order;

(z) **"Plan"** means a plan of compromise or arrangement contemplated by the Initial Order;

(aa) **"Pre-Filing Claims Bar Date"** means 5:00 p.m. (Newfoundland Time) on October 11, 2023;

(bb) **"Proof of Claim"** means the Proof of Claim referred to in paragraphs 20 to 23 hereof to be filed by Claimants, substantially in the form attached hereto as Schedule "C"; and

(cc) **"Restructuring Claims Bar Date"** means the later of:

(i) the Pre-Filing Claims Bar Date; and

(ii) 5:00 p.m. (Newfoundland Time) on the day which is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Claim in accordance with paragraph 18 of the Claims Identification Order.

(dd) **"Share Subscription Agreement"** means the Share Subscription Agreement dated August 30, 2023 among 1948, Rambler Canada, and AuTECO Minerals Ltd.

INTERPRETATION

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in St. John's, Newfoundland and Labrador, Canada, and any reference to an event occurring on a

Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Monitor and the Applicants are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Claims Identification Order as to completion, execution and submission of such forms and to request any further documentation from a Claimant that the Monitor or the Applicants may require.

7. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date, which for United States dollar is USD 1: CAD 1.3573.

8. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the Monitor of Proofs of Claim and the filing by any Claimant of a Proof of Claim shall not, for that reason only, grant any Person any rights, including without limitation, in respect of its Claims or its standing in the CCAA Proceedings, except as specifically set out in this Order.

9. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, shall be maintained by the Monitor. The Monitor shall promptly provide copies of all Proofs of Claim and received by the Monitor in connection with the Claims Identification Process to counsel for the Applicants, Stewart McKelvey LLP, by email to Joe Thorne (joethorne@stewartmckelvey.com).

ROLE OF THE MONITOR

10. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, shall administer (with assistance from the Applicants) the Claims Identification Process provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Identification Order.

11. **THIS COURT ORDERS** that the Monitor shall: (i) have all protections afforded to it by the CCAA, this Claims Identification Order, the Initial Order, any other Orders of the Court in the CCAA Proceedings and other applicable law in connection with its activities in respect of this Claims Identification Order, including the stay of proceedings in its favour provided pursuant to the Initial Order; and (ii) incur no liability or obligation as a result of carrying out the provisions of this Claims Identification Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct.

12. **THIS COURT ORDERS** that each Applicant, the Officers, the Directors and their respective employees, agents and representatives and any other Person given notice of this Claims Identification Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Identification Order.

NOTICE TO CLAIMANTS

13. **THIS COURT ORDERS** that the Applicants shall within two (2) days following the issuance of the Claims Identification Order provide to the Monitor a complete list of known potential Claimants, listed in the books and records of each Applicant (the "**Known Claimants**" and each a "**Known Claimant**") as at the date of this Order, showing for each Known Claimant, its name, electronic address, or mailing address in the absence of an electronic address, and amount owed pursuant to such Applicant's books and records.

14. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to each Known Claimant, each party that appears on the Service List, and any other Person that has requested a Claims Package, by ordinary mail or electronic mail to the last known address of the Known Claimant or the address as listed on the Service List, as applicable, within five (5) days following the issuance of the Claims Identification Order.

15. **THIS COURT ORDERS** that as soon as practicable, and without delay, the Monitor shall cause the Notice of Claimants to be published, for at least one (1) Business Day, in the Globe and Mail (National Edition) and the Telegram (Newfoundland).

16. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants, the Claims Package and the Claims Identification Order to be posted to the Monitor's Website as soon as reasonably possible and cause it to remain posted thereon until its discharge as Monitor of the Applicants.

17. **THIS COURT ORDERS** that upon request by a Claimant for a Claims Package or documents or information relating to the Claims Identification Process prior to the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, the Monitor shall forthwith send a Claims Package, direct such Person to the documents posted on the Monitor's Website,

or otherwise respond to the request for information or documents as the Monitor considers appropriate in the circumstances.

18. **THIS COURT ORDERS** that with respect to any Restructuring Claims arising from the restructuring, disclaimer, resiliation, termination or breach of any lease, contracts, or other agreement or obligation, on or after the date of the Initial Order, the Monitor shall send to the counterparty(ies) to such lease, contract or other agreement or obligation a Claims Package:

(a) within five (5) days following the issuance of the Claims Identification Order if such Restructuring Claim arose prior to the date of the Claims Identification Order; or

(b) no later than two (2) days following the time the Monitor actually becomes aware of the effective date of such Restructuring Claim if such Restructuring Claim arises following the date of the Claims Identification Order.

19. **THIS COURT ORDERS** that the form and substance of each of the Notice to Claimants, Proof of Claim form, Instruction Letter, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Monitor may, from time to time, make such minor changes to such forms as the Monitor, in consultation with the Applicants, considers necessary or desirable.

PROOFS OF CLAIM

20. **THIS COURT ORDERS** that any Person that wishes to assert a Pre-Filing Claim must deliver to the Monitor on or before the Pre-Filing Claims Bar Date a completed Proof of Claim, including all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Identification Order.

21. **THIS COURT ORDERS** that any Person that wishes to assert a Restructuring Claim must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of

Claim form, together with all relevant supporting documentation in respect of such Claim, in the manner set out in this Claims Identification Order.

22. **THIS COURT ORDERS** that the Applicants shall be authorized (but not obligated) to file a Proof of Claim on behalf of any or all Priority Claimants in respect of any potential Priority Claims.

23. **THIS COURT ORDERS** that any Person that wishes to assert a D&O Claim (including, for greater certainty a D&O Pre-Filing Claim or a D&O Restructuring Claim) must deliver to the Monitor on or before the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, a completed Proof of Claim form, together with all relevant supporting documentation in respect of such D&O Claim, in the manner set out in this Claims Identification Order. The Monitor shall deliver a list of the Proof of Claims received with respect to the D&O Claims and a copy of each such Proof of Claim to the applicable Directors and Officers.

24. **THIS COURT ORDERS** that any Person wishing to assert a Claim shall include any and all Claims it asserts against an Applicant or a Director or Officer in a single Proof of Claim, provided that, for greater certainty, the foregoing shall not prevent the Applicants from filing a Proof of Claim on behalf of a Priority Claimant in respect of a Priority Claim where such Priority Claimant has also filed a Proof of Claim.

25. **THIS COURT ORDERS** that any Person who does not file a Proof of Claim (including, with respect to a Priority Claimant, any Person who has not had a Proof of Claim filed on their behalf by the Applicants pursuant to the terms of this Claims Identification Order) such that it is received by the Monitor in accordance with this Claims Identification Order by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, shall:

(a) not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Identification Process or the CCAA Proceedings in respect of such Claim;

(b) with respect to a Pre-Filing Claim or a Restructuring Claim, be forever barred, estopped and enjoined from asserting or enforcing such Claim against any Applicant and no Applicant shall have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Applicant or the Monitor;

(c) with respect to a D&O Claim, be forever barred, estopped and enjoined from asserting or enforcing such Claim against any of the Directors and Officers and the Directors and Officers shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Applicants, the Monitor or the Directors or Officers;

(d) not be permitted to vote at any Meeting on account of such Claim; and

(e) not be permitted to participate in any distribution under any Plan related to such Claim or under these CCAA Proceedings.

D&O INDEMNITY CLAIMS

26. **THIS COURT ORDERS** that to the extent that any D&O Claim is filed in accordance with this Claims Identification Process, a corresponding D&O Indemnity Claim shall be deemed to have been timely filed in respect of each D&O Claim. For the avoidance of doubt, Directors and Officers shall not be required take any action or to file Proof of Claim in respect of such D&O Indemnity Claim.

SET-OFF

27. **THIS COURT ORDERS** that nothing in this Claims Identification Order shall affect any right of set-off that any Applicant, a Director or an Officer may have against any Person.

TRANSFER OF CLAIMS

28. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with evidence satisfactory to the Monitor, in its sole discretion, of such transfer or assignment, has been received by the Monitor and the Monitor has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Identification Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Applicants and the Monitor shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which any Applicant, Director or Officer may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any Applicant. Reference to transfer in this Claims Identification Order includes a transfer or assignment whether absolute or intended as security.

29. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Applicants and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Identification Order.

DETERMINATION AND ADJUDICATION OF CLAIMS

30. **THIS COURT ORDERS** that:

(a) the Monitor shall review all Proofs of Claim received, and is hereby empowered at its discretion to: (i) accept, revise or disallow each Claim as set out in each Proof of Claim, (ii) negotiate, settle or determine the amount of any Claim or the priority asserted by a Claimant with regard to a Claim, subject in each case to further determination by the Court in the event the Monitor and the applicable Claimant are unable to resolve any dispute with respect to a particular Claim;

(b) nothing in this paragraph 30 restricts the ability of the Monitor to apply to the Court to modify, supplement or replace the applicable procedures for reviewing, determining or adjudicating Claims, should that become necessary or appropriate in the circumstances.

EXCLUDED CLAIMS

31. **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

SERVICE AND NOTICE

32. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Claims Identification Order, serve and deliver or cause to be served and delivered the Claims Package, any letters, notices or other documents to Claimants or any other interested Person by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of each Applicant or set out in such Claimant's Proof of Claim if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Canada, and the fifth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

33. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Claims Identification Order shall be in writing in substantially the form, if any, provided for in this Claims Identification Order and will be

dl

sufficiently given only if delivered by email, prepaid registered mail, courier, or personal delivery addressed to:

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada
Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9

Email: Rambler@ca.gt.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

34. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 16 herein, the publication of the Notice to Claimants and the sending of the Claims Packages as set out in this Claims Identification Order shall constitute good and sufficient notice to Claimants of the Claims Bar Date, the Restructuring Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the claims procedure described herein.

35. **THIS COURT ORDERS** that in the event that this Claims Identification Order is subsequently amended by further Order of the Court, the Applicants shall serve notice of such amendment on the Service List in these proceedings and the Monitor shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice to all Persons of such amendment.

36. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Claims Identification Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other

communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Identification Order.

37. **THIS COURT ORDERS** that in the event that this Claims Identification Order is later amended by further Order of the Court, the Monitor shall post such further Order on the Monitor's Website, and such posting shall constitute adequate notice to Claimant of such amended Claims Identification Process.

DIRECTIONS

38. **THIS COURT ORDERS** that notwithstanding the terms of this Claims Identification Order, the Monitor or the Applicants may apply to this Court from time to time for directions from this Court with respect to this Claims Identification Order, or for such further Order or Orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Claims Identification Order.

GENERAL

39. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers to the Charges or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from any Applicant's insurance or any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any Applicant; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or

alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, any Applicant's insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers shall not be recoverable as against an Applicant or Director or Officer as applicable.

40. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

41. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order.

Erica Paul

COURT
OFFICER

a

SCHEDULE "A"

Please see attached.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

INSTRUCTION LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

I. CLAIMS IDENTIFICATION PROCESS

By Order of the Supreme Court of Newfoundland and Labrador dated _______________, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 ("**1948**", and together with Rambler Canada, the "**Applicants**"), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**".) with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**"). The Claims Identification Order governs the filing and identification of all Claims against the Applicants and the Directors/Officers.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

This letter provides instructions for completing the Proof of Claim. Reference should be made to the Claims Identification Order for a complete description of the Claims Identification Process.

The Claims Identification Process is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Applicants the Directors/Officers or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of "**Priority Claim**" set out in the Claims Identification Order.

All notices and enquiries with respect to the Identification Process should be addressed to:

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than an Excluded Claim), you MUST file a Proof of Claim with the Monitor.

All Proofs of Claim for, (i) Pre-Filing Claims (including D&O Pre-Filing Claims), which for greater certainty are Claims against any Applicant arising prior to the Filing Date of February 27, 2023, and (ii) D&O Pre-Filing Claims, must be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre -Filing Claims Bar Date").

All Proofs of Claim for (a) Restructuring Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of February 27, 2023 of any contract, lease or other agreement or arrangement whether written or oral, and (ii) D&O Restructuring Claims, must be received by the Monitor by **the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim to a Claimant (the "Restructuring Claims Bar Date").**

PROOFS OF CLAIM MUST BE RECEIVED BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of February 27, 2023 (USD 1: CAD 1.3573).

Additional Proofs of Claim forms can be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

DATED at Halifax, Nova Scotia, this_________day of____________________, 2023.

Grant Thornton Limited,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc., and not
in its personal capacity.

SCHEDULE "B"

Please see attached.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**")

NOTICE LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

RE: NOTICE OF CLAIMS IDENTIFICATION PROCESS, PRE-FILING CLAIMS BAR DATE AND RESTRUCTURING CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Supreme Court of Newfoundland and Labrador dated _______________, 2023 (the "**Claims Identification Order**") in proceedings under the *Companies' Creditors Arrange Act,* R.S.C., 1985 c. C-36, as amended, with respect to Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc. (together, the "**Applicants**"). Pursuant to the Initial Order dated February 27, 2023, Grant Thornton Limited was appointed as monitor of the Applicants (on such capacity, the "**Monitor**"), and pursuant to the claims identification process (the "**Claims Identification Process**") with respect to claims against the Applicants and its present and former Directors and Officers (the "**Directors/Officers**"). Additionally, the Monitor is required to send Claims Packages to, among other, the Applicant's Known Claimants and Claimants having Restructuring Claims. All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

All persons wishing to assert a claim (other than an Excluded Claim) against any Applicant or its Directors/Officers **MUST** file a Proof of Claim with the Monitor.

The claims bar date is 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "**Pre-Filing Claims Bar Date").** Proofs of Claim in respect of Pre-Filing Claims must be completed and filed with the Monitor on or before the Pre-Filing Claims Bar Date.

The restructuring claims bar date is the later of (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "**Restructuring Claims Bar Date**"). Proofs of Claim in respect of Restructuring Claims must be completed and filed with the Monitor on or before the Restructuring Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claims.

Reference should be made to the Claims Identification Order for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices of enquiries with respect to the Claims Identification Process.

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

DATED at Halifax, Nova Scotia this________day of__________________, 2023.

Grant Thornton Limited.,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada and 1948565 Ontario Inc.,
and not in its personal capacity.

Q

SCHEDULE "C"

Please see attached.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA")

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Identification Order dated ______________, 2023.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

____ (the "Claimant")

2. Full Mailing Address of the Claimant:

____

____

____

3. Telephone Number: ______________________

4. E-Mail Address: ______________________

5. Facsimile Number: ______________________

6. Attention (Contact Person): ______________________

7. Have you acquired this Claim by assignment?

Yes; ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

Q

II. PROOF OF CLAIM:

1. I, ____

(name of Claimant or Representative of the Claimant), of ______________________________

____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Claimant; OR

☐ am ______________________ (state position or title) of ______________________________ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that no Applicant and/or one or more of the Directors or Officers of any Applicant were and still are indebted to the Claimants as follows:[1]

(i) Pre-Filing Claims (and related D&O Claims)

Debtor	Pre-Filing Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			

[1] Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on February 27, 2023.

Directors and Officers of Rambler Metals and Mining Canada Limited __________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. __________ (insert names above)			

(ii) Restructuring Claims (and related D&O Claims)

Debtor	Restructuring Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			
Directors and Officers of Rambler Metals and Mining Canada Limited __________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. __________ (insert names above)			

a

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-Filing Claims, Restructuring Claims and D&O Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Pre-Filing Claims (including D&O Pre-Filing Claims), this Proof of Claim MUST be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

For Restructuring Claims (including D&O Restructuring Claims), this Proof of Claim MUST be received by the Monitor before the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "Restructuring Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

> **Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.**
>
> **Email: Rambler@ca.gt.com**
>
> **Nova Centre, North Tower**
> **Suite 1000 - 1675 Grafton Street**
> **Halifax, Nova Scotia B3J 0E9**
> **Hotline: 1-855-747-2649**

Failure to file your Proof of Claim as directed by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against any Applicant or any of its present or former Directors and Officers.

DATED at ______________________________ this __________ day of ______________, 2023.

____
Signature of Claimant

a

District of: Newfoundland & Labrador
Division No.
Court No. 2023 01G
Estate No.

Affidavit of Mailing

Rambler Metals and Mining Canada Limited
and 1948565 Ontario Inc.

I, Olivia Bezanson, of the Trustees office of Grant Thornton Limited, Suite 1000-1675 Grafton Street, Halifax, NS, B3J 0E9 hereby make oath (or solemnly affirm) and say:

That on the 12th day of September 2023, I did cause to be sent by prepaid ordinary mail to everyone on the attached mailing list, whose names and addresses appear on the paper writing marked Exhibit "A" annexed hereto, a copy of: "Claims Package"

SWORN TO at the City of Halifax)
in the Province of Nova Scotia)
this 12 day of September 2023)

A Commissioner of the
Supreme Court of Nova Scotia

Olivia Bezanson
Phone: (902) 491-7749
Fax: (902) 420-1068

Corey Hines
A Commissioner of the
Supreme Court of Nova Scotia
Expiry: October 13, 2026

Rambler Metals and Mining Canada Limited
Claims Identification Order - Sept 11 Hearing
Exhibit A - Ordinary Mail

Creditor	Attention	Street	Floor (If Applicable)	PO Box (If Applicable)	City/Province/Postal Code
90809 Newfoundland & Labrador LTD		14 Rattling Brook Terrace		PO Box 489	Baie Verte, NL A0K 1B0
AS International Corporation (Alex Stewart)		2b Sefton Business Park, Aintree			Liverpool L30 1RD, UK
ATLANTIC CANADA OPPORTUNITIES AGENCY (ACOA)	C/O BONNIE CHRISTIE/ FRANCE LEVESQUE-OUELLETTE	644 MAIN STREET P.O. BOX 6051			MONCTON NB E1C 9J8
BAIE VERTE & AREA CHAMBER				PO BOX 578	BAIE VERTE NL
Ball Holdings Inc. t/a Sovereign Equipment	c/o Gary Ball	651 Topsail Road			St. John’s, NL A1E 2E3
Bell Mobility Inc.				P.O. Box 5102	Burlington ON, L7R 4R6
Blanchard Group		2380 NB-315			Dunlop, NB E8K 2J6
BOART LONGYEAR	C/O MICHELLE PLUNKETT	1111 MAIN STREET WEST P.O. BOX 330			NORTH BAY ON P1B 8H6
Burton's Hardware & Furniture Co. Ltd	c/o Kevin Burton			PO Box 209	La Scie, NL A0K 3M0
Canada Revenue Agency - Insolvency Intake Centre	Shawinigan – Sud National Verification and Collections Centre	4695 Shawinigan-Sud Boulevard			Shawinigan QC G9P 5H9
CanCrete Equipment Ltd.		1810 Meyerside Dr			Mississauga, ON L5T 1B4
Copper Stop Ltd.		232 NL-410			Baie Verte, NL A0K 1B0
Cornerstone Resources Inc.		109 Clyde Avenue	Suite 201		Mt. Pearl, NL A1N 4R9
CSC (DXC Eclipse)		20408 Bashan Drive	Suite 231		Ashburn, VA, United States
D & K VARIETY INC.	C/O WINSTON MAY	40 NEWTON RD			SEAL COVE, NL A0K 5E0
Federal Express Canada Ltd				PO Box 4626, Stn A	Toronto, ON M5W 5B4
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR - HEALTH AND POST-SECONDARY EDUCATION TAX				PO BOX 8700 3RD FLOOR, EAST BLOCK, CONFEDERATION BUILDING	ST. JOHN'S, NL A1B 4J6

Green Bay Health Centre		140a Little Bay Rd			Springdale, NL A0J 1T0
GTK-Finland		Vuorimiehentie 5			02151 Espoo, Finland
Hiscock's Spring Service		1201 Kenmount Rd			Paradise, NL A1L 2E6
International Royalty Corporation (RG Exchangeo)		10 Inverness Drive East	Suite 104		Englewood, CO 80112
John H. Lundrigan and Fred Morgan		140 Water Street	Suite 901		St. John's NL A1C 6H6
Levitt-Safety Limited		2872 Bristol Circle			Oakville, ON, L6H 5T5
LMD Enterprises Ltd		101B Cpl Bouzane Blvd			Springdale, NL A0J 1T0
Maxxam Analytics		6740 Campobello Rd.			Mississauga, Ontario, L5N 2L8
McDowell Equipment		2018 Kingsway			Greater Sudbury, ON P3B 4J8
McMaster-Carr Supply company		9630 Norwalk Blvd.			Santa Fe Springs, CA 90670-2932
McMines Inc		793 Rue Chicobi			Launay, QC J0Y 1W0
North Atlantic Petroleum		29 Pippy Place			St. John's NL A1B 3X2
North Fringe Industrial Technologies Atlantic Inc.		710 Windmill Rd	Unit 2		Dartmouth, NS B3B 1C2
OFFICE OF THE COMPTROLLER GENERAL	CENTRAL CASHIER'S OFFICE	P.O. BOX 8720, CONFEDERATION BUIDING			SAINT JOHN'S, NL A1B 4J6
PUMPSPLUS	C/O ROGER ARSENAU MANAGER	45 GIFFORD ROAD			SAINT JOHN NB E2M 5K7
Roughstock Mining Services		4671 Shandalyn Ln			Bozeman, MT 59718, United States
Russel Metals		28 Lakeside Park Dr			Lakeside, NS B3T 1A3
Service Canada - Wage Earner Protection Program	Employment and Social Development Canada	RM 606, 875 Chemin Heron Rd.			Ottawa, ON, K1A 1A2
Springdale Home Hardware		163 Commercial Rd #250			Springdale, NL A0J 1T0
Temiskaming Induatrial Mining Equipment Limited		560 Browning St.		P.O. Box 1330	Haileybury ON, P0J 1K0
TERRAPURE ENVIROSYSTEMS INC.		1100 BURLOAK DRIVE, SUITE 600			BURLINGTON, ON L7L 6B2
THIBAULT & ASSOCIATES INC.	C/O J. DEAN THIBAULT	228 MACDONALD AVE.			OROMOCTO NB E2V 1A7
Thundermin Resources Inc.		111 Richmond Street West	Suite 1116		Toronto, ON M5H 2G4
Tim McDowell Equipment Ltd.		2870 White St			Val Caron, ON P3N 1B2
TM Engineering LTD.		8560 Baxter Pl			Burnaby, BC V5A 4T2

TOROMONT CAT A DIVISION OF TOROMONT INDUSTRIES LTD.	C/O PAULA BUCKLE/ PIOTR (PETER) FRANSUNKIEWICZ	3131 HWY 7 WEST P.O. BOX 5511			CONCORD ON L4K 1B7
United Rentals		37 Payzant Ave			Dartmouth, NS B3B 2E1
Weybrun Investments Ltd.	c/o NMT Trustees Limited	Sausmarez	Suite A, St. Peter Port House	PO Box 240	Guernsey, GY1 3PB, Channel Isles
Zoom Video Communications Inc.		55 Almaden Blvd	6th Floor		San Jose, CA 95113, United States
TOWN OF BAIE VERTE		32 HIGHWAY 410		PO BOX 218	BAIE VERTE NL A0K 1B0
Nulantic Water	c/o Gwen Butcher	298 Cobequid Road Unit #4			Lower Sackville, NS B4C 4C5
Hitachi High-Tech Analytical Science America Inc	c/o Kevin Lake	2 Technology Park Drive, 2nd Floor			Westford, MA 01886

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**")

NOTICE LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

RE: NOTICE OF CLAIMS IDENTIFICATION PROCESS, PRE-FILING CLAIMS BAR DATE AND RESTRUCTURING CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**") in proceedings under the *Companies' Creditors Arrange Act,* R.S.C., 1985 c. C-36, as amended, with respect to Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc. (together, the "**Applicants**"). Pursuant to the Initial Order dated February 27, 2023, Grant Thornton Limited was appointed as monitor of the Applicants (on such capacity, the "**Monitor**"), and pursuant to the claims identification process (the "**Claims Identification Process**") with respect to claims against the Applicants and its present and former Directors and Officers (the "**Directors/Officers**"). Additionally, the Monitor is required to send Claims Packages to, among other, the Applicant's Known Claimants and Claimants having Restructuring Claims. All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

All persons wishing to assert a claim (other than an Excluded Claim) against any Applicant or its Directors/Officers **MUST** file a Proof of Claim with the Monitor.

The claims bar date is 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "**Pre-Filing Claims Bar Date").** Proofs of Claim in respect of Pre-Filing Claims must be completed and filed with the Monitor on or before the Pre-Filing Claims Bar Date.

The restructuring claims bar date is the later of (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "**Restructuring Claims Bar Date**"). Proofs of Claim in respect of Restructuring Claims must be completed and filed with the Monitor on or before the Restructuring Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claims.

Reference should be made to the Claims Identification Order for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices of enquiries with respect to the Claims Identification Process.

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

DATED at Halifax, Nova Scotia this 11th day of September, 2023.

Grant Thornton Limited.,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada and 1948565 Ontario Inc.,
and not in its personal capacity.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985,
c. C-36, as amended ("CCAA")

INSTRUCTION LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

I. CLAIMS IDENTIFICATION PROCESS

By Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 ("**1948**", and together with Rambler Canada, the "**Applicants**"), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**".) with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**"). The Claims Identification Order governs the filing and identification of all Claims against the Applicants and the Directors/Officers.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

This letter provides instructions for completing the Proof of Claim. Reference should be made to the Claims Identification Order for a complete description of the Claims Identification Process.

The Claims Identification Process is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Applicants the Directors/Officers or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

All notices and enquiries with respect to the Identification Process should be addressed to;

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than an Excluded Claim), you MUST file a Proof of Claim with the Monitor.

All Proofs of Claim for, (i) Pre-Filing Claims (including D&O Pre-Filing Claims), which for greater certainty are Claims against any Applicant arising prior to the Filing Date of February 27, 2023, and (ii) D&O Pre-Filing Claims, must be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre -Filing Claims Bar Date").

All Proofs of Claim for (a) Restructuring Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of February 27, 2023 of any contract, lease or other agreement or arrangement whether written or oral, and (ii) D&O Restructuring Claims, must be received by the Monitor by **the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim to a Claimant (the "Restructuring Claims Bar Date").**

PROOFS OF CLAIM MUST BE RECEIVED BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of February 27, 2023 (USD 1: CAD 1.3573).

Additional Proofs of Claim forms can be accessed from the Monitor's Website at https://www.grantthornton.ca/Rambler.

DATED at Halifax, Nova Scotia, this 11th day of September, 2023.

Grant Thornton Limited,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc., and not
in its personal capacity.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985,
c. C-36, as amended ("CCAA")

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Identification Order dated September 11, 2023.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

____ (the "Claimant")

2. Full Mailing Address of the Claimant:

____

____

____

3. Telephone Number: ______________________________

4. E-Mail Address: ______________________________

5. Facsimile Number: ______________________________

6. Attention (Contact Person): ______________________________

7. Have you acquired this Claim by assignment?

Yes; □ No: □ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

II. PROOF OF CLAIM:

1. I, ____
(name of Claimant or Representative of the Claimant), of ________________________________

____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

□ am the Claimant; OR

□ am ____ (state position or title) of
____ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that no Applicant and/or one or more of the Directors or Officers of any Applicant were and still are indebted to the Claimants as follows:[1]

(i) Pre-Filing Claims (and related D&O Claims)

Debtor	Pre-Filing Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			

[1] Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on February 27, 2023.

Directors and Officers of Rambler Metals and Mining Canada Limited ________________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. ________________ (insert names above)			

(ii) Restructuring Claims (and related D&O Claims)

Debtor	**Restructuring Claim Amount**	**Whether Claim is Secured, Priority Unsecured, or Unsecured**	**Value of Security Held, if any:**
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			
Directors and Officers of Rambler Metals and Mining Canada Limited ________________ (insert names above)			
Directors and Officers of 1948565 Ontario Inc. ________________ (insert names above)			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-Filing Claims, Restructuring Claims and D&O Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Pre-Filing Claims (including D&O Pre-Filing Claims), this Proof of Claim MUST be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

For Restructuring Claims (including D&O Restructuring Claims), this Proof of Claim MUST be received by the Monitor before the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "Restructuring Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

> **Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.**
>
> **Email: Rambler@ca.gt.com**
>
> **Nova Centre, North Tower**
> **Suite 1000 - 1675 Grafton Street**
> **Halifax, Nova Scotia B3J 0E9**
> **Hotline: 1-855-747-2649**

Failure to file your Proof of Claim as directed by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against any Applicant or any of its present or former Directors and Officers.

DATED at ___________________________ this ___________ day of _______________, 2023.

____
Signature of Claimant

Appendix H

Claims Identification Process- Newspaper Advertisements

Feeling the financial pinch of wedding season, young people are sending regrets

'Engagement avalanche' can mean endless string of invitations, thousands of dollars in obligations

MARIYA POSTELNYAK

This summer, I declined a wedding invitation for the first time. The invite wasn't from a one-time colleague or a distant cousin, but a good friend. It took a handful of rough drafts before finally hitting send on the text. But the second it was delivered, I instantly breathed a sigh of relief. And, yes, we're still friends, if you're wondering.

As wedding season comes to a close, Canadians can breathe a collective sigh of financial relief. It's a costly time for all wedding guests but in particular, those aged 25-34. This group is making their way through what The Washington Post called the "engagement avalanche," a life stage marked by an endless string of weddings and wedding-adjacent events.

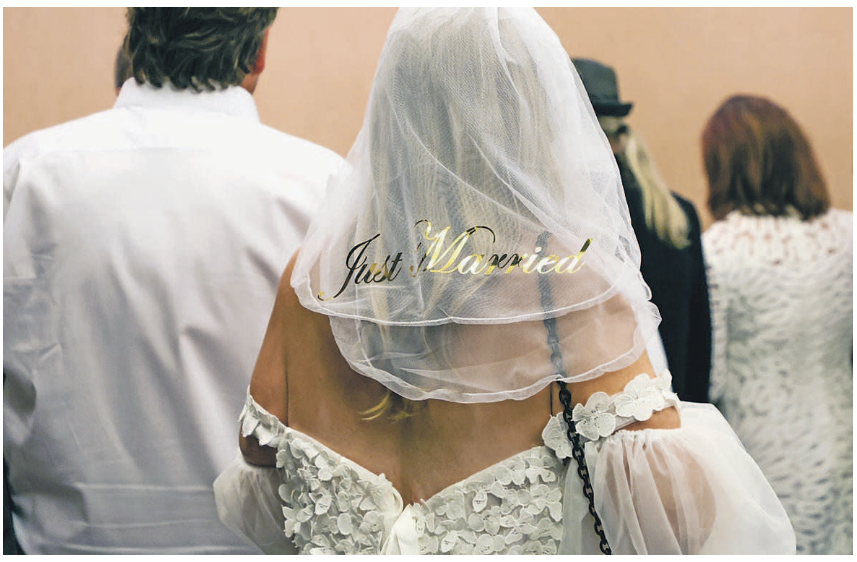
Saying no to a wedding invite isn't exactly a groundbreaking strategy, but it's becoming more normalized at a time when inflation, hellish housing prices and rising interest rates have melded into a financial nightmare for young people. According to recent internal data from Zola, an online wedding-planning agency, almost 50 per cent of guests say that inflation has affected their ability to attend weddings this year. Twenty-four per cent are saying no altogether.

When I first found myself inducted into this group, I reached out to my well-seasoned wedding guest friends – the kind with colour-coded spreadsheets dedicated to attending these occasions. The dollar figures they gave me were staggering. And, considering the so-called "avalanche" lasts about nine years, completely unsustainable. That's when I discovered a simple, so-crazy-it-just-might-work savings strategy – just saying no.

Sylvia Mezzano, who's in her mid 30s, has embraced this approach. "This year, I'm going to two weddings and turned down four," says Ms. Mezzano.

"If I had gone to every wedding I've been invited to and spent the standard amount, would probably have spent $20,000 already," she says. "By declining some invitations and looking for affordable gifting options, I've probably spent $3,000."

In her experience, expectations have become outrageous. "Sometimes I just get a link to a registry before even getting the invite – I don't know when it became normal to ask for wedding gifts this way," she says. "Everyone says, 'it's not about the gift, it's you being there,' but they expect the gift."



Declining a wedding invitation can be a huge relief to young people in tight financial situations whose friends are getting married in droves. ETHAN MILLER/GETTY IMAGES

The biggest wedding expenses often don't pertain to the main event at all. "It's the bridal showers, the stag, the bachelorette, booking time off work, staying in a hotel," says Tracey Manailescu, vice-president of the Wedding Planners Institute of Canada in Toronto. And while some of these events are to be expected, many people are noticing what's known as "wedding sprawl," or the upsurge in pre- and post-wedding events.

According to Caval Olson-Lepage, a certified financial planner and marriage commissioner in Saskatchewan, the cost of attending a wedding will largely depend on whether you're involved in those events. "If you're not, you're looking at Uber cost and wedding gift, so maybe $300."

But often the costs can be higher. "A gift for the couple, a new dress, new shoes, hair and makeup – those are so expensive – bridal shower, engagement party, bachelorette; if you have a couple of weddings, it can be $2,000 for all that," says Ms. Manailescu. "There's also finding someone for childcare if there's no kids allowed or pet care for pets – people overlook those expenses."

"If you're in that age demographic where a lot of friends and family are getting married, you might be going through five to six weddings a year, that's a lot of money," says Ms. Olson Lepage. "The closer you are to the bride and groom, the more you pay."

Add in destination weddings – which are more common since COVID-19 travel restrictions have lifted – and you're in an even higher ballpark.

If saying no to a wedding invite is best for your budget, do it with class. "Let them know you're busy, or, if you're close, explain your situation, but don't ghost them," says Ms. Manailescu.

And for those celebrations you genuinely want to attend – not simply out of courtesy or a fear of saying no – start budgeting early and budgeting smart.

One hack is opting for the most expensive gift on the registry (you read that right). "Eye the couple's registry and choose a high-price gift, then get six to eight people to chip in and split it between your friends," says Ms. Manailescu. Since many will dodge the pricey items individually, the couple will be surprised to see the fancy gift.

If splitting is logistically challenging, "use credit card points instead of cash to buy them an experience, like a weekend in Niagara, or a wine tasting," says Ms. Manailescu.

And remember: "If you can say no to some weddings, you're able to save more for your best friend's wedding versus a friend you only talk to on Facebook," says Ms. Olson-Lepage.

Bank of England readies what may be its final rate hike

ANDY BRUCE LONDON

The Bank of England is likely to hike interest rates once again this week, possibly the last hurrah for one of the great tightening cycles of the past 100 years as a cooling economy begins to worry policymakers.

All but one of 65 economists polled by Reuters in recent days predicted the BoE will raise Bank Rate to 5.5 per cent on Thursday from 5.25 per cent, which would mark its highest level since 2007.

Financial markets are less certain than economists – with rate futures on Friday showing a 25-per-cent chance of a pause – but both are coming to the view that the streak of rises in borrowing costs since December, 2021, is in its last days.

If Bank Rate does peak at 5.5 per cent – from a starting point of 0.1 per cent – it would rank fourth on the list of Britain's biggest tightening cycles of the past century, behind surges that took place in the late 1980s and in the early- and late-1970s.

Recession accompanied all of those prior sharp increases in rates – and a downturn is increasingly on the minds of the Monetary Policy Committee (MPC), with the 14 rate hikes it has already made yet to fully feed through into the real economy.

> Financial markets are less certain than economists – with rate futures on Friday showing a 25-per-cent chance of a pause – but both are coming to the view that the streak of rises in borrowing costs since December, 2021, is in its last days.

Much of the data over the past week underlined Governor Andrew Bailey's comment this month that the BoE was "much nearer" to ending its tightening cycle.

Economic output in July dropped more steeply than expected, even if one-off factors like strikes were behind some of the fall, and the unemployment rate has already overshot the BoE's forecast for the third quarter as a whole.

The European Central Bank also cited a weak economic outlook when it hiked rates last week and signalled that would be its last such move in the current cycle.

But with inflation in Britain still running higher than in any other major advanced economy, the calculation for BoE officials is arguably more complex – with hot wage growth data in Britain still pointing to inflationary risks.

"While we expect the critical mass of the committee to be grouped around a 25 basis-point hike, the uncertain, finely balanced nature of the turning point in the cycle means we believe there will be dissenters on both sides," said Jack Meaning, chief U.K. economist of Barclays.

Data between now and Thursday's announcement could yet change the debate.

Inflation figures for August due on Wednesday are likely to buck the falling trend thanks to rising gasoline prices.

Investors will be wary of the BoE's tendency under Bailey to react strongly to above-forecast inflation prints – an approach that some economists say has undermined its ability to deliver a consistent message and control market rates.

As ever, the language employed by the MPC on the path ahead, and shifts in the balance of opinion, could have a big market impact.

Benjamin Nabarro, chief U.K. economist at Citi, said a speech last week from the MPC's most hawkish member Catherine Mann – in which she warned against a pause for interest rates – might offer an early clue.

"Mann's explicit pushback against a pause, and linked rebuke of majority MPC judgments is, we think a sign of an internal discussion that is moving against her.

"A pause therefore is, we think, part of the discussion."

REUTERS

BUSINESS CLASSIFIED

TO PLACE AN AD CALL: 1-866-999-9237 EMAIL: ADVERTISING@GLOBEANDMAIL.COM

MEETING NOTICES

CPA CHARTERED PROFESSIONAL ACCOUNTANTS CANADA / COMPTABLES PROFESSIONNELS AGRÉÉS CANADA

CHARTERED PROFESSIONAL ACCOUNTANTS OF CANADA

Notice of Annual Meeting of Members

Virtual Meeting via live webcast at https://web.lumiagm.com/486929643

Notice is hereby given that the 2023 Annual Meeting of the Members ("Members") of Chartered Professional Accountants of Canada ("CPA Canada") will be held entirely virtually via live webcast at https://web.lumiagm.com/486929643 on September 29, 2023, at 11:00 a.m. (EDT) for the following purposes:

1. to receive the financial statements of CPA Canada for the fiscal year ended March 31, 2023, together with the public accountant's report thereon;
2. the reappointment of MNP LLP as the public accountant for the current fiscal year; and
3. to transact any other business as may properly come before the meeting or any adjournment thereof.

The Board of Directors of CPA Canada has recommended that the Members reappoint MNP LLP as the public accountant for the fiscal year ended March 31, 2024.

The annual financial statements of CPA Canada included in the 2022 – 2023 Annual Report are available at cpacanada.ca/2023agm. Copies of the annual financial statements are also available at the registered office of CPA Canada and any Member may, on request, obtain a copy of the annual financial statements free of charge at the registered office or by prepaid mail or by electronic mail by contacting customerservice@cpacanada.ca or 1-800-268-3793.

Members of CPA Canada as at August 23, 2023 and duly appointed proxyholders will be able to participate in the meeting, submit questions and vote, all in real time, by connecting to the meeting via the internet at https://web.lumiagm.com/486929643 using the latest version of Chrome, Safari, Edge or Firefox on their computer, tablet or smartphone.

Your vote is important. In order to attend and vote at the meeting, you will need to register at: https://reg.lumiengage.com/cpa-canada-2023.

Further instructions in respect of Member participation in the meeting, including your ability to access the meeting using a control number, will be provided by email prior to September 29, 2023.

In order to receive the email, it will be necessary to register using this link: https://reg.lumiengage.com/cpa-canada-2023.

Members who are unable to attend the meeting and who wish to be represented may visit the CPA Canada website at cpacanada.ca/2023agm to obtain a proxy form.

Dated this 2nd day of August 2023.

On behalf of the Board of Directors,

Pamela Steer
President and CEO

LEGALS

NEWFOUNDLAND AND LABRADOR
SUPREME COURT
(BANKRUPTCY AND INSOLVENCY)

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc.

PLEASE TAKE NOTICE by Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 ("**1948**", and together with Rambler Canada, the "**Applicants**"), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**"), with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**").

The Claims Identification Process requires that any claimant shall file their claim with the Monitor before the claims bar date of **October 11, 2023, and by 5:00 PM Newfoundland Standard Time**, failing which a creditor will be forever barred from advancing a claim against the Applicants or its Directors/Officers.

Copies of the claims process materials, including claims form, as well as other relevant materials associated with these CCAA proceeding can be access on the Monitor's case website www.GrantThornton.ca/Rambler. If you require further information, please contact a representative of the Monitor (Ben Chisholm, T: 902-417-2829, E: Rambler@ca.gt.com).

GrantThornton

BUSINESS TO BUSINESS

BUSINESS OPPORTUNITIES

RETIREMENT HOME For Sale, 125 suites. 92% occup. Gross income $4.5M. Net income $1.6M. 9% Cap. Mr. Gill 416-999-4300

Sports

TO SUBSCRIBE 1-866-999-9237
TGAM.CA/SUBSCRIBE

Report on Business

TO HAVE THE GLOBE AND MAIL DELIVERED TO YOUR DOOR, CALL 1-866-999-9237 | TGAM.CA/SUBSCRIBE

FATALITY ON HIGHWAY

One man is dead after a two-vehicle collision on the Trans-Canada Highway at Butter Pot Park outside of St. John's at about 2:30 p.m. Thursday. Reports from the scene indicate an eastbound car crashed into the median before colliding with a westbound car at Exit 38 to the park. A transport truck was also reported to have narrowly avoided colliding with one of the cars involved in the incident. The male driver of the second car was taken to hospital with undetermined injuries, but they were not thought to be life-threatening. There were no other occupants in the cars, both of which were extensively damaged. Traffic was reduced to one lane eastbound for several hours so police could investigate the incident. **KEITH GOSSE ▪ THE TELEGRAM**

CULTURE

Meet The Rooms' new Indigenous liaison

Sharon Harvey brings wealth of experience from work in Ottawa, St. John's

PETER JACKSON
LOCAL JOURNALISM INITIATIVE REPORTER
peter.jackson@thetelegram.com
@pjackson_nl

Sharon Harvey is the Indigenous adviser at The Rooms in St. John's. **KEITH GOSSE ▪ THE TELEGRAM**

If there's one point Sharon Harvey likes to drive home, it's that there is no such thing as the Indigenous community.

"When I think of Indigenous, I think Indigenous means multiple different groups and different cultures," she told The Telegram this week.

"Each one has their own language, their own way of life, their own culture, their own way of being."

Harvey is not even one month into her new post as Indigenous cultural liaison for The Rooms in St. John's, but she's well on her way to defining what the newly created post entails and its potential for strengthening existing ties with the various native communities and forging new ones.

For now, she's familiarizing herself with the legacy of The Rooms since the cavernous archive and gallery first opened 18 years ago.

"I'm looking forward to finding out who is our audience, what stories are we telling, what stories do we want to tell?"

Indigenous content is already a central feature of many exhibits, she notes.

"Disappearing Ice — Changing Landscapes" explores climate change in the North and how the Labrador Inuit are working with many partners to mitigate the impacts of disappearing sea ice along the coast.

Artist Glenn Gear's "Ivaluk Ullufiallu" (Sinew and Stars) explores the connection and displacement of the caribou's path across the landscape of Labrador.

As well as being involved with exhibits, Harvey expects to facilitate collaboration on many fronts, including workshops, advisory committees, going into public schools, and creating forums.

BORN IN NAIN

As an Inuk woman who was born in Nain and grew up in Happy Valley-Goose Bay, the soft-spoken Harvey understands the subtleties around how many Indigenous people look at art and artists.

"From my understanding, working in the Indigenous artists' community, sometimes people don't see themselves as artists," she said. "If you ask me if I'm an artist, in the traditional sense, I would say no. But I look back at my childhood and I would bead with my mother and she would sew our traditional clothes. I think that's where my art may have started, but I didn't look at it as 'the arts.' She always taught me to be proud of who I was and where I'm from, and I really didn't understand that until I moved away."

> **"If you ask me if I'm an artist, in the traditional sense, I would say no. But I look back at my childhood and I would bead with my mother and she would sew our traditional clothes."**
> **Sharon Harvey**

Before she came to St. John's, Harvey cut her teeth as an Indigenous consultant in Ottawa, serving as exhibit manager for "Where are the Children: Healing the Legacy of Residential Schools," and later as manager for "We Were So Far Away," Heather Igloliorte's exhibit on the Inuit experience with residential schools.

Ten years ago she moved to St. John's and became a board member and community advocate with First Voice, an urban Indigenous advocacy coalition.

Most recently she served as arts and culture co-ordinator for First Light, where she helped co-ordinate such events as the annual Spirit Song Festival, possibly the largest Indigenous festival in Atlantic Canada.

"There are very many moving parts," she said.

She's worked with The Rooms before, so when she saw the posting for the liaison position, she knew it was a natural progression.

"I thought, what a great opportunity to work with the Indigenous arts community beyond St. John's, for all of Newfoundland and Labrador," she said.

And while she emphasizes that she can only bring her own cultural heritage to the table, being Indigenous gives her a tremendous advantage.

"I think being an Indigenous person allows other Indigenous people to feel like, 'I can approach you, I feel comfortable, you know a little bit about who I am.'"

NEWFOUNDLAND AND LABRADOR
SUPREME COURT
(BANKRUPTCY AND INSOLVENCY)

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
Rambler Metals and Mining Canada Limited
and 1948565 Ontario Inc.

PLEASE TAKE NOTICE by Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 ("**1948**", and together with Rambler Canada, the "**Applicants**"), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**"), with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**").

The Claims Identification Process requires that any claimant shall file their claim with the Monitor before the claims bar date of **October 11, 2023, and by 5:00 PM Newfoundland Standard Time**, failing which a creditor will be forever barred from advancing a claim against the Applicants or its Directors/Officers.

Copies of the claims process materials, including claims form, as well as other relevant materials associated with these CCAA proceeding can be access on the Monitor's case website www.GrantThornton.ca/Rambler. If you require further information, please contact a representative of the Monitor (Ben Chisholm, T: 902-417-2829, E: Rambler@ca.gt.com).

Grant Thornton

Appendix I

Claims Identification Process – Summary of Claims Received

In the Matter of the CCAA of Rambler Metals and Mining Limited & 1948565 Ontario Inc.

Summary of Claims Received Pursuant to Claims Identification Process

#	Creditor Name	Debtor	Claim Type	Claim Amount	Unique Value: Claim Amount in CAD	Value of Security Held	Claim as Filed
1	85176 Newfoundland & Labrador Inc (dba Hunts Concrete)	RMMCL	Pre-Filing	$ 5,658.11	$ 5,658.11	Judgement	Secured
2	Government of Newfoundland & Labrador (Hapset)	RMMCL	Pre-Filing	$ 612,333.68	$ 612,333.68	N/A	Unsecured
3	Government of Newfoundland & Labrador (Mining Tax)	RMMCL	Pre-Filing	$ 1,036.48	$ 1,036.48	N/A	Unsecured
4	G&C hardware Ltd.	RMMCL	Pre-Filing	$ 3,078.29	$ 3,078.29	N/A	Unsecured
5	Hoskin Scientific Ltd.	RMMCL	Pre-Filing	$ 8,627.87	$ 8,627.87	N/A	Unsecured
6	McMaster-Carr	RMMCL	Pre-Filing	$ 3,396.97	$ 3,396.97	N/A	Unsecured
7	Temiskaming Industrial Mining Equipment Ltd.	RMMCL	Pre-Filing	$ 19,089.60	$ 19,089.60	N/A	Unsecured
8	Battlefield Equipment	RMMCL	Pre-Filing	$ 11,900.48	$ 11,900.48	N/A	Unsecured
9	Creighton Rock Drill Ltd.	RMMCL	Pre-Filing	$ 126,552.02	$ 126,552.02	N/A	Unsecured
10	Western Petroleum Newfoundland Limited	RMMCL	Pre-Filing	$ 248,099.20	$ 248,099.20	N/A	Unsecured
11	Northern Survey Supply Canada	RMMCL	Pre-Filing	$ 12,873.10	$ 12,873.10	N/A	Unsecured
12	Town of South Brook	RMMCL	Pre-Filing	$ 64,785.46	$ 64,785.46	N/A	Unsecured
13	McDowell Brothers Industries Inc.	RMMCL	Pre-Filing	$ 410,106.03	$ 410,106.03	N/A	Unsecured
14	Travel Counsellors Ltd.	RMMCL	Pre-Filing	$ 16,877.15	$ 16,877.15	N/A	Unsecured
15	GEMTEC Consulting Engineers and Scientists	RMMCL	Pre-Filing	$ 112,586.45	$ 112,586.45	N/A	Unsecured
16	Fastenal Canada Ltd.	RMMCL	Pre-Filing	$ 85,138.06	$ 85,138.06	N/A	Unsecured
17	Island Industrial Ltd.	RMMCL	Pre-Filing	$ 241,406.40	$ 241,406.40	N/A	Unsecured
18	Eastern Technology Services Ltd.	RMMCL	Pre-Filing	$ 6,727.50	$ 6,727.50	N/A	Unsecured
19	Avalon Coal, Salt, and Oil Limited	RMMCL	Pre-Filing	$ 14,668.59	$ 14,668.59	N/A	Unsecured
20	Mike Kelly & Sons Limited	RMMCL	Pre-Filing	$ 267,874.86	$ 267,874.86	N/A	Unsecured
21	Corner Brook Industrial Sales and Services Inc.	RMMCL	Pre-Filing	$ 28,977.04	$ 28,977.04	N/A	Unsecured
22	85032 Newfoundland and Labrador Inc.	RMMCL	Pre-Filing	$ 5,581.81	$ 5,581.81	N/A	Unsecured
23	Island Logistics International Inc.	RMMCL	Pre-Filing	$ 105,442.50	$ 105,442.50	N/A	Unsecured
24	Island Logistics International Inc.	RMMCL	Restructuring	$ 7,475.00	$ 7,475.00	N/A	Unsecured
25	Epiroc Customer Centre	RMMCL	Pre-Filing	$ 339,866.43	$ 339,866.43	$ 527,599.31	Secured
26	Epiroc Customer Centre	RMMCL	Restructuring	$ 345,000.00	$ 345,000.00	$ 527,599.31	Secured
27	Access Mining Services	RMMCL	Pre-Filing	$ 15,939.90	$ 15,939.90	N/A	Unsecured
28	Pumps Plus Ltd.	RMMCL	Pre-Filing	$ 33,970.86	$ 33,970.86	N/A	Secured
29	Can-Am Instruments div. of BWG Holdings CA Inc.	RMMCL	Pre-Filing	$ 11,371.58	$ 11,371.58	N/A	Unsecured
30	Burton's Hardware & Furniture Co. Ltd.	RMMCL	Pre-Filing	$ 1,274.99	$ 1,274.99	N/A	Unsecured
31	Nulantic Water Inc.	RMMCL	Pre-Filing	$ 2,147.04	$ 2,147.04	N/A	Unsecured
32	Samson Equipment Limited	RMMCL	Pre-Filing	$ 17,602.43	$ 17,602.43	N/A	Unsecured
33	65570 Newfoundland and Labrador Limited (o/a Hutchings Distributors)	RMMCL	Pre-Filing	$ 125,234.56	$ 125,234.56	N/A	Unsecured
34	Del Equipment Limited	RMMCL	Pre-Filing	$ 12,850.22	$ 12,850.22	N/A	Unsecured
35	Campbell's Ship Supplies	RMMCL	Pre-Filing	$ 14,290.58	$ 14,290.58	N/A	Unsecured
36	Atlantic Canada Opportunities Agency	RMMCL	Pre-Filing	$ 2,171,537.00	$ 2,171,537.00	N/A	Unsecured
37	McMines Inc.	RMMCL	Pre-Filing	$ 1,430.34	$ 1,430.34	N/A	Unsecured
38	Tim McDowell Equipment Ltd.	RMMCL	Pre-Filing	$ 286,717.13	$ 286,717.13	N/A	Secured
39	Transamine S.A.	RMMCL	Pre-Filing	$ 4,868,637.34	$ 4,868,637.34	All Assets other than certain excluded assets	Secured

In the Matter of the CCAA of Rambler Metals and Mining Limited & 1948565 Ontario Inc.
Summary of Claims Received Pursuant to Claims Identification Process

#	Creditor Name	Debtor	Claim Type	Claim Amount	Unique Value: Claim Amount in CAD	Value of Security Held	Claim as Filed
40	Beneficiaries/Successors (formerly Weyburn Investments) Matthew Cooper/Carolyn Royson/James Cooper/Alex Cooper and Antonietta King	RMMCL	Pre-Filing	$ 1,000,000.00	$ 1,000,000.00	N/A	Secured
41	Caterpillar Financial Services Limited	RMMCL	Pre-Filing	$ 4,733,719.39	$ 4,733,719.39	$ 3,201,709.89	Secured
42	City Tire and Auto Centre Limited	RMMCL	Pre-Filing	$ 181,018.88	$ 181,018.88	N/A	Unsecured
43	Service Canada	RMMCL	Pre-Filing	$ 114,627.17	$ 114,627.17	N/A	Priority UnSecured
44	Service Canada	RMMCL	Pre-Filing	$ 1,277,935.70	$ 1,277,935.70	N/A	Unsecured
45	MacLean Engineering & Marketing Co. Limited	RMMCL	Pre-Filing	$ 134,625.17	$ 134,625.17	N/A	Unsecured
46	Town of Baie Verte	RMMCL	Pre-Filing	$ 1,138,053.38	$ 1,138,053.38	$ 1,138,053.38	Secured
47	Budgetcar Inc.	RMMCL	Pre-Filing	$ 12,238.00	$ 12,238.00	N/A	Unsecured
48	Canada Revenue Agency	RMMCL	Pre-Filing	$ 3,189,688.76	$ 3,189,688.76	$ 3,189,688.76	Secured
49	Canada Revenue Agency	RMMCL	Pre-Filing	$ 912,959.84	$ 912,959.84	N/A	Unsecured
50	Toromont CAT	RMMCL	Pre-Filing	$ 307,610.65	$ 307,610.65	N/A	Unsecured
51	Guy J. Bailey Limited	RMMCL	Pre-Filing	$ 2,681,903.19	$ 2,681,903.19	$ 2,809,886.97	Secured
52	L & B Electric Limited	RMMCL	Pre-Filing	$ 16,867.62	$ 16,867.62	$ -	Secured
53	Sandstorm Gold Ltd.	RMMCL	Pre-Filing	$ 2,414,656.49	$ 2,414,656.49	$42,900,000 USD	Secured
54	Norton Rose Fulbright Canada	RMMCL	Pre-Filing	$ 117,078.87	$ 117,078.87	N/A	Unsecured
55	Mining Plus Canada Consulting Limited	RMMCL	Pre-Filing	$ 82,258.65	$ 82,258.65	N/A	Unsecured
56	Thibault & Associates	RMMCL	Pre-Filing	$ 986.00	$ 986.00	N/A	Unsecured
57	Krinor Resources Inc.	RMMCL	Pre-Filing	$ 205,428.51	$ 205,428.51	N/A	Unsecured
58	Amalgamated Mining and Tunelling Inc.	RMMCL	Pre-Filing	$ 152,950.00	$ 152,950.00	$ 152,950.00	Secured
59	International Royalty Corporation	RMMCL	Pre-Filing	$ 34,714.71	$ 34,714.71	N/A	Unsecured
60	International Royalty Corporation	RMMCL	Restructuring	$ -	$ -	N/A	Priority UnSecured
61	Toby Bradbury	RMMCL	Pre-Filing	$ 58,417.78	$ 58,417.78	N/A	Priority UnSecured
62	Toby Bradbury	RMMCL	Pre-Filing	$ 1,498,296.63	$ 1,498,296.63	N/A	Priority UnSecured
63	Town of Seal Cove	RMMCL	Pre-Filing	$ 397.45	$ 397.45	N/A	Unsecured
64	Town of Seal Cove	RMMCL	Restructuring	$ 1,986.75	$ 1,986.75	N/A	Unsecured
65	Elemental Altus Royalties Corp.	RMMCL	Pre-Filing	$ 18,755,966.90	$ 18,755,966.90	$ 18,755,966.90	Secured
66	Elemental Altus Royalties Corp.	1948565	Pre-Filing	$ 18,755,966.90		$ 18,755,966.90	Secured
67	1000499078 Ontario Inc.	RMMCL	Pre-Filing	USD 19,749,558.00	$ 26,806,075.07	USD 19,749,558.00	Secured
68	1000499078 Ontario Inc.	1948565	Pre-Filing	USD 19,749,558.00		USD 19,749,558.00	Secured
69	HSBC Bank Canada	RMMCL	Pre-Filing	$ 42,772.95	$ 42,772.95	N/A	Unsecured
70	Newfoundland and Labrador Hydro	RMMCL	Pre-Filing	$ 2,780,117.63	$ 2,780,117.63	N/A	Unsecured
71	Town of Ming's Bight	RMMCL	Pre-Filing	$ 6,281.25	$ 6,281.25	N/A	Unsecured
72	Hancon Construction Co. Ltd.	RMMCL	Pre-Filing	$ 4,211,404.02	$ 4,211,404.02	$ 3,615,360.61	Unsecured
				Totals	**$ 83,539,200.46**		

Appendix J

Monitor's Proposed Distribution

15444781 Canada Inc. (Rambler Group)
Proposed Distribution Analysis
Subject to Adjustments

Cash Available for Interim Distribution

		Source	FX		$CAD
Cash on hand: December 1, 2023			1.00		**21,310,038**
Less: Priority Payables					
Priority/Secured/Restructuring Claims Filed		*Claim as Filed*			*Priority Payables*
WEPP Super Priority	CAD	114,627	1.00	CAD	114,627
CRA: Deemed Trust for Source Deductions	CAD	3,189,689	1.00	CAD	3,189,689
Government of Newfoundland & Labrador (HAPSET)	CAD	612,334	1.00	CAD	612,334
Less: Holdbacks					*Holdbacks*
Municipal Tax Holdback	CAD	1,205,223	1.00	CAD	1,205,223
Distribution Holdback				CAD	500,000
Cash Available for Interim Distribution				**CAD**	**15,688,165**

Claim Elections Received- in Order of Priority per Intercreditor Agreement

1. NewGen - Cap Amount (per Intercreditor)	Cash - Interim
2. Sandstorm	Cash only - Interim and Final
3. NewGen - Remaining Beyond Cap Amount	Available cash and shares (up to Claim) Interim; Cash in Final
4. Elemental	Cash then shares as available - up to Claim, Interim and Final
5. Transamine	Remaining consideration available

Consideration Available for Distribution (Estimate)

		Source	VWAP- 10 Day	FX	Consideration ($CAD)	
Interim Cash	CAD	15,688,165	*N/A*	1.00	15,688,165	*As at Dec. 1, 2023*
Interim Shares		600,000,000	0.034	0.90	18,360,000	*Estimate based of VWAP*
Final Cash	AUD	7,500,000	*N/A*	0.90	6,750,000	*$7.5M AUD, assumes FX constant*
Final Shares	AUD	7,500,000	*N/A*	0.90	6,750,000	*$7.5M AUD, assumes FX constant*
Balance of Holdbacks					TBD	
Consideration Available for Distribution to Senior Creditors					**47,548,165**	

Distribution Waterfall (Estimate)

			Distribution Election- Consideration in $CAD						
Distribution to Senior Creditors in order of Priority		**Claim**	**Interim Distribution: Cash**	**Interim Distribution: Shares**	**Final Distribution: Cash**	**Final Distribution: Shares**	**Balance of Distribution Holdback**	**Total Distribution $CAD**	***Recovery***
NewGen - Cap Amount (per Intercreditor)	CAD	13,573,000	13,573,000					13,573,000	*100%*
Sandstorm	CAD	2,414,656	2,115,165		299,491			2,414,656	*100%*
NewGen - Remaining Beyond Cap Amount	CAD	14,129,613		14,129,613	-			14,129,613	*100%*
Elemental *(GT revised estimate of interest to 12.11.23*	CAD	21,569,362		4,230,387	6,450,509	6,750,000	TBD	17,430,896	*81%*
Transamine	CAD	4,868,637						-	-
Senior Creditors' Claims	**CAD**	**56,555,269**	**15,688,165**	**18,360,000**	**6,750,000**	**6,750,000**	**-**	**47,548,165**	*84%*

-

Appendix K

Termination Certificate

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of 15444781 Canada Inc.

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("**CCAA**")

TERMINATION CERTIFICATE

RECITALS

A. Grant Thornton Limited ("**GT**") was appointed as the Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc. in the within proceedings (the "**CCAA Proceedings**") commenced under the CCAA pursuant to an initial order of the Supreme Court of Newfoundland and Labrador (the "**Court**") dated February 27, 2023 (as amended and restated, the "**Initial Order**").

B. On September 11, 2023, this Court granted (i) an Approval and Reverse Vesting Order that, among other relief, permitted Rambler Metals and Mining Canada and 1948565 Ontario Inc. to emerge from the CCAA and substituting 15444781 Canada Inc. as applicant (the "**Applicant**"); and (ii) the Enhanced Powers Order pursuant to which the Monitor was granted certain additional powers on behalf of the Applicant, including the authority to take the steps necessary to terminate the CCAA Proceedings.

C. Pursuant to an Order of this Court dated November 29, 2023 (the "**CCAA Termination Order**"), among other things, GT shall be discharged as the Monitor and the CCAA Proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA Proceedings, all in accordance with the terms of the CCAA Termination Order.

D. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the CCAA Termination Order.

THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at   ,   this   day of   , 2024.

GRANT THORNTON LIMITED in its capacity as the Court-appointed Monitor of the Applicant and not in its personal or corporate capacity

Per: ______________________________

Name:

Title:

Appendix L

Summary of Fees and Disbursements of the Monitor

15444781 Canada Inc. (Rambler Group)
Professional Fees Invoice Summary - Grant Thornton Limited
November 27, 2022 to October 31, 2023

Invoice	Period	Hours	Fees	Expenses and Administration Fee	Total Fees and Expenses	HST	Total
LSON-8628/8714	to January 15, 2023	262.90	$ 81,892.00	$ 5,732.44	$ 87,624.44	$ 11,391.18	$ 99,015.62
LSON-8765	to January 31, 2023	117.90	$ 49,072.00	$ 2,453.60	$ 51,525.60	$ 6,698.33	$ 58,223.93
LSON-8783	to February 20, 2023	141.00	$ 65,031.00	$ 3,251.55	$ 68,282.55	$ 8,876.73	$ 77,159.28
LSON-8794	to February 28, 2023	186.55	$ 72,117.50	$ 4,636.00	$ 76,753.50	$ 9,977.96	$ 86,731.46
LSON-8890	to March 15, 2023	399.85	$ 153,590.25	$ 18,310.22	$ 171,900.47	$ 22,347.06	$ 194,247.53
LSON-8988	to April 14, 2023	574.10	$ 198,590.25	$ 9,929.51	$ 208,519.76	$ 27,107.57	$ 235,627.33
LSON-9102	to May 31, 2023	585.50	$ 194,102.50	$ 10,635.14	$ 204,737.64	$ 26,615.89	$ 231,353.53
LSON-9211	to July 31, 2023	435.75	$ 145,131.50	$ 11,728.42	$ 156,859.92	$ 20,391.79	$ 177,251.71
LSON-9308	to August 31, 2023	447.65	$ 159,435.75	$ 10,155.54	$ 169,591.29	$ 22,046.87	$ 191,638.16
LSON-9501	to October 31, 2023	496.80	$ 165,140.75	$ 13,738.92	$ 178,879.67	$ 23,254.36	$ 202,134.03
	Grand Total	**3,648.00**	**$ 1,284,103.50**	**$ 90,571.34**	**$ 1,374,674.84**	**$ 178,707.74**	**$ 1,553,382.58**

15444781 Canada Inc. (Rambler Group)
Professional Fees Summary - Grant Thornton Limited
November, 2022 to October 31, 2023

Name	Rank	Avg. Hourly Rate	Total Hours	Total Fees	Significant activities
Jonathan Krieger	Senior Vice President	$ 695.00	134.30	$ 93,338.50	CCAA administration; Review of cash flow models; Attend to funding matters; Attend to banking matters; Correspondence with the Board and Executive team; Attend to Rambler financials; Correspondence with Counsel; Attend to DIP matters; Attend to ARIO matters; Review of reporting; Correspondence with creditors and other stakeholders; Attend to SISP matters; Attend to operational matters; Attend to Transamine settlement; Attend to Material Adverse Change and DIP funding matters; Attend to matters relating to the Intercreditor Agreement; Review and discussion of materials for Court; Review of draft distribution waterfall; Review of matters with DIP Lenders regarding distribution; Review of Successful Bid; Correspondence with Secured Lenders; Review and discussion surrounding deal parameters; Review of amended offer from Successful Bidder; Review of due diligence timeline; Review matters of accepted offer; Review Subscription Agreement; Review of Monitor's reports, including the Sixth Report.
Bruce Bando	Vice President	$ 625.00	201.30	$ 125,812.50	CCAA administration; Attend kick-off meeting; Drafting and review of engagement letter; Review of financial model; Review of data room; Correspondence with Debtor and stakeholders; Review of Care and Maintenance plan; Notice provisions of administration; Drafting and review of First Report; Attend to banking and funding matters; Review Forms 1 and 2; Communications with legal counsel; Attend to payroll matters; Attend to ARIO matters; Attend to case website matters; Assist with Care and Maintenance implementation; Attend to creditor matters; Review cash flow; Communication with DIP lenders; Attend to AIM matters; Attend court hearings; Review and drafting of Second Report; Communications with the Board; Attend to SISP matters.
Phil Clarke	Senior Vice President	$ 623.90	136.05	$ 84,881.25	CCAA Administration; Attend to ARIO matters; Drafting and review of various Monitor Reports; Correspondence with creditors and other stakeholders; Attend various Court hearings; Review of various Court applications and documents; Review of tax compliance matters; Attend to royalty claims matters; Correspondence with Debtor; Attend to administration of SISP; Managing media relations; Assist with Material Adverse Change; Attend to Transamine settlement; Attend to employee matters; Assist with implementation of Care and Maintenance; Review letters of intent received from SISP; Review of ROFR Issue; Correspondence and review of preliminary bid evaluation; Attend to licence issue matters; Review of bids received; Correspondence with stakeholders; Correspondence with SISP participants; Review draft share purchase agreement.
Liam Murphy	Senior Vice President	$ 570.00	420.00	$ 239,400.00	CCAA administration; Drafting and review of Monitor Reports; Communication with DIP Lenders; Attend to DIP Lender Matters; Communication with legal counsel; Attend various Court hearings; Attend to Transamine settlement matters; Attend to SISP matters; Attend to creditor matters; Review of Teaser and CIM; Attend to NDA matters; Correspondence with SISP interested parties and participants; Review LOI's received; Assist with drafting and review of DIP Memo; Assist with drafting and review of Transamine memo; Attend to ROFR and APA matters; Attend to RVO matters; Review operations updates from management; Review Subscription Agreement; Attend to security matters; Review of various Court applications and documents; Review bids received; Review weekly Care and Maintenance summary; Attend various Board meetings; Review successful bid; Follow-up correspondence with Successful Bidder; Attend to Claims Identification Process; Correspondence with secured creditors; Attend to matters relating to the sale transaction; Review Successful Bidder press release; Review definitive agreements; Review professional fee summary; Attend to royalties matters; Correspond with management, creditors and other stakeholders; Review of various cash flows; Review final execution agreements; Attend to insurance matters; Drafting of various notices to creditors.
V.P. <15 hours	Vice President	$ 575.00	5.00	$ 2,875.00	Attend to SISP related matters; Assist with drafting and review of Teaser and CIM.
	Total Senior and Vice President	**$ 617.78**	**896.65**	**$ 546,307.25**	

Jason Kanji	Senior Manager	$	430.00	887.70	$	381,711.00	CCAA administration; Prepare and attend kick-off meeting; Review financial model; Review operational and Care and Maintenance models; Attend to various operational issues; Review and finalize various board reports; Prepare for and attend various Board meetings; Attend to Debtor matters; Attend to creditor matters; Review of weekly cash flow reporting; Attend to various stakeholder matters; Attend to banking matters; Attend to DIP funding matters; Presentation of weekly DIP reporting; Attend to Material Adverse Change matters; Attend to SISP matters; Draft and review of various Monitor Reports; Attend to various court matters; Attend various court hearing; Communication with Board of Directors; Communication with legal counsel; Attend to Care and Maintenance related matters; Attend to operational matters; Attend to ARIO matters; Attend to due diligence matters; Attend to Transamine settlement matters; Attend to RVO matters; Review of definitive agreements; Attend to Claims Identification Process Matters; Draft and review of distribution waterfall; Correspondence with SISP and interested parties; Review of LOI's received; Review of SISP bids received; Assist with due diligence of selection of Successful Bidder; Review of Competition Bureau memo; Review of Canadian Critical Minerals Strategy memo; Review of mineral licences and mine leases; Attend to various closing matters; Review of various court application materials.
Sr. Manager <15 hours	Senior Manager	$	450.00	3.00	$	1,350.00	Review T2 returns.
	Total Senior Manager	**$**	**440.00**	**890.70**	**$**	**383,061.00**	
Rosa Wilford	Manager	$	350.00	78.10	$	27,335.00	CCAA administration; Set-up estate in Ascend software for file administration; Manage and attend to banking related matters; Correspondence with GT team regarding payments and estate general ledger; Management estate Ascend records; Manage online banking; Preparation of Receipt and Disbursement requisition forms; Review and drafting of bank reconciliations for both CAD and USD trust accounts; Correspondence with trust account financial institution; Attend to foreign exchange rate reconciliations.
Manager <15 hours	Manager	$	335.00	0.25	$	83.75	CCAA administration.
	Total Manager	**$**	**350.00**	**78.35**	**$**	**27,418.75**	
David Collins	Senior Associate	$	304.54	111.80	$	34,048.00	Assist with drafting and review of teaser and CIM; Assist with data room administration; Attend to SISP matters; General SISP administration.
Corey Hines	Senior Associate	$	260.00	613.70	$	159,562.00	CCAA administration; Attend to employee matters; Review of weekly cash flow; Attend to case website; Attend to supplier and creditor matters; Assist in expense review process; Attend to various operational matters; Review of weekly operational reporting from management; Assist with implementation of Care and Maintenance; Assist with Material Adverse Change matters; Assist with weekly DIP Lender reporting; Attend to stakeholder matters; Review and drafting of Form 4; Assist with SISP administration; Assist with drafting and review of various Monitor Reports; Assist with data room matters; Correspondence with Debtor; Attend to WEPP matters and administration; Attend to NDA matters; Attend to LOI matters; Review of LOI's received; Attend to ROFR matters; Attend to Transamine settlement matters; Assist with tax compliance matters; Review of Competition Bureau memo; Review of Canadian Critical Minerals Strategy memo; Attend to insurance matters; Attend to Claims Claims Identification Process matters; Correspondence with management; Drafting of distribution waterfall analysis; Review of final bids received; Attend to inventory related matters; Attend to receivable collection matters; Draft and review of definitive agreements; Attend to closing matters and processes; Correspondence with legal counsel; Correspondence with creditors and other stakeholders.
Ada Shahini	Senior Associate	$	255.00	184.40	$	47,022.00	Website administration; General administration for creditor communication; Attend to WEPP process; Drafting documents for WEPP process; Correspondence with management and former employees regarding WEPP Process; Review documentation for WEPP claims received; File all required statutory WEPP documents with Service Canada; Preparation of WEPP packages to employees; Correspondence with HR regarding employee matters; Manage and keep track of WEPP claims received by employees and eligibility.
Ben Chisholm	Senior Associate	$	220.00	130.65	$	28,743.00	CCAA administration; Assist with SISP administration; Assist with tax compliance matters; Drafting of file memorandums on the Competition Bureau and Canadian Critical Minerals Strategy; General file administration; Assist in administration of Claims Identification Process; Attend to case website matters; Correspondence with creditors and other stakeholders.
Sr. Associate <15 hours	Senior Associate	$	215.00	0.80	$	172.00	CCAA administration.
	Total Senior Associate	**$**	**250.91**	**1,041.35**	**$**	**269,547.00**	

Michael Dellaire	Associate	$	190.00	698.60	$	132,734.00	CCAA administration; Assist with data room administration; Research for various reports on mining industry; Assist with drafting of operational and care and maintenance financial model, including sensitivity analysis; General file administration; Assist with Care and Maintenance implementation; Assistance with SISP implementation and administration; Assist in expense review process; Review expense batch approvals and disbursements; Assist with drafting for schedules of definitive agreements; Attend to weekly cash flow reporting, including review and updating for Monitor and DIP Lenders; Assist with drafting of various Monitor Reports; Correspondence with Management; Correspondence with creditors and other stakeholders; Assist with review of professional fees.
Associate <15 hours	Associate	$	255.00	6.60	$	1,683.00	CCAA administration; Assist with cash flow modeling.
	Total Associate	**$**	**222.50**	**705.20**	**$**	**134,417.00**	
Analyst <15 hours	Analyst	$	121.75	35.75	$	4,352.50	Assist with creditor notices; Physical mailing administration; General file administration; Assist with banking administration; WEPP general administration; Assist with tax compliance matters; Assist with review of T2 returns.
	Total Analyst	**$**	**121.75**	**35.75**	**$**	**4,352.50**	
	Grand Total	**$**	**333.82**	**3,648.00**	**$**	**1,365,103.50**	
	Total Discounts				**-$**	**81,000.00**	
	Total Fees with Discounts				**$**	**1,284,103.50**	
	Total Administrative and Technology Fees				**$**	**66,593.03**	
	Total Disbursements				**$**	**23,978.31**	
	Total Expense				**$**	**90,571.34**	
	Grand Total Fees and Expenses				**$**	**1,374,674.84**	

Appendix M

Summary of Fees and Disbursements of Borden Ladner Gervais LLP

Summary of Fees and Disbursements of Borden Ladner Gervais LLP
for the period from February 23, 2023 to November 30, 2023

Name of Professional	Total Hours Billed	Avg. Hourly Rate ($/Hr) (2023)	Total Amount Billed
Charlotte Chien (Associate)	11.80	$620.00	$7,316.00
Nick Hollard (Associate)	29.6	$530.00	$15,688.00
Xiaodi Jin (Partner)	148.60	$675.00	$100,305.00
Alex MacFarlane (Partner)	166.10	$675.00	$112,117.50
Christine Mason (Partner)	17.4	$675.00	$11,745.00
Robert Nearing (Partner)	3.70	$675.00	$2,497.50
Jake Palace (Articling Student)	21.1	$290.00	$6,119.00
Salvador Pimentel (Associate)	12.20	$545.00	$6,649.00
Jessica Schuldhaus (Associate)	27.90	$425.00	$13,132.50
Howard Silverman (Partner)	6.00	$675.00	$4,050.00
Michael Waters (Partner)	5.4	$660.00	$3,564.00
Ryan M. Laity (Partner)	49.90	$610.00	$30,439.00
Michelle Jin (Associate)	20.50	$490.00	$10,045.00
Tommy Leung	3.40	$525.00	$1,785.00
Diana Petrenko	0.60	$285.00	$171.00
Total Hours/Average Rate/Total Fees	**524.20**	**$557.00**	**$325,623.50**
Total Disbursements			**$9,509.02**
Total Fees and Disbursements excluding Tax			**$335,132.52**
Taxes			**$43,567.25**
Total Fees and Disbursements including Tax			**$378,699.77**

Hours spent and summary of lawyers tasks:

Lawyer and Tasks	**Hours**
Alex MacFarlane (Partner): Review court documents, conference calls with client regarding court documents; revise court documents; attendance at Newfoundland Supreme Court; review legal research memo; review of caselaw; review McCarthys court documents; prepare for Court hearing for come-back hearing; discuss legal issues with client and other parties; review court documents re SISP and attendance at Court re SISP approval; review research on non-payment; review intercreditor agreement; review and revise press release; conference call regarding settlement; conference call with internal team on case law and research; review off-take agreement and attend conference call regarding same; review and revise third report of the Monitor; review letters to ACOA and CRA;	166.10

attendance at Court regarding WEPPA application and filing of notice; review and revise non-disclosure agreement; review claims; telephone attendance with clients and other parties to discuss extension motion, Transamine issues and DIP issues; revise waterfall and forth report; review notice of application and prepare for court; attendance at Court; email correspondence with client and other parties regarding bids and SISP process and off-take agreement; review documents from data room; review APA; review minutes of settlement; attendance at Court; review and revise minutes of settlement; review analysis report; review and revise fifth report of Monitor; prepare for court attendance; attendance at Court regarding approval of Transamine settlement; call with client and other parties regarding bid process and issues; review of bid summary; review claims identification Order; conference call and email correspondence on LOIs and sale transaction; review motion materials and security documents; review subscription agreement and amendments; correspond with internal team on court documents and revision to claims identification order; review and revise claims adjudication order and schedules; review revised approval and vesting order and motion materials and correspond with various parties on same; review confidential supplemental report; review opinion; prepare and attendance at Court for approval and vesting order and related relief; call with client on court matters; attendance at Court regarding objection and obtaining reasons; email and telephone calls with various parties on court documents and next steps; correspond with internal team regarding closing; review closing documents; conference call with various parties regarding closing agenda; emails regarding the filing of the monitor's certificate; call and correspondence pertaining to distribution process; discussion with clerk on fee affidavit; review and revise letter to Justice McDonald; review waterfall analysis; email client regarding proof of claims.	
Xiaodi Jin (Partner): Prepare draft APA and subscription agreement; review public disclosure and court history materials; draft definitive agreement; revise APA; prepare for client meeting regarding transaction steps; coordinate tax reviews; review of LOIs and bid process and revised bid documents; call with client regarding LOIs; review of final executed LOI; correspond with client regarding documents provided; review and revise subscription agreement; correspond with counterparty counsel on subscription agreement; draft security documents; revise and revise GSA and other security documents and attend conference call with team and client to discuss security documents and next steps; review ARVO and provide comments; various correspondence on closing and newco set up; review newco setup; review of CBCA/OBCA provisions for newco; review incorporation and other documents and provide comments on security documents; preparation of draft escrow agreement; negotiations and discussions on credit document and opinion; revise closing documents; revise articles of re-organization; revise agreements and opinion; finalize escrow agreement; work on closing transaction; correspond with client on distribution process.	148.60

Ryan M. Laity (Partner): Review bid documents and sale transaction and attend conference call regarding same; correspond with various parties on sale process outcome; review signed letter of offer and sale transaction; review fee and activities approval application; review of royalty interests; correspond with internal team regarding claims identification Order; review RVO and email correspondence regarding structure of RVO transaction; review subscription agreement and correspond regarding security matters; review Monitor's sixth report and provide comments; numerous email correspondence on finalizing the subscription agreement; draft notice of application for claims identification order; review court materials and provide comments; send various correspondence regarding sale transaction; review opinion on loan and security documents; review correspondence regarding amended and restated subscription agreement and opinion; attend call regarding tax and closing structure and security documents; review legal opinion; review officer's certificates and other ancillary documents; review PPSA documents and tend to post-closing matters.	49.90
Howard Silverman (Partner): Review term sheet; review subscription agreement and promissory note and provide comments; review GSA and debenture and provide comments.	6.00
Christine Mason (Partner): Review intercreditor and purchase agreement and attend client conference call; revise memo and discuss with internal team.	17.40
Robert Nearing (Partner): Review APA; review documents and correspond with internal team on document review and revise documents.	3.70
Michael Waters (Partner): Review and consider issues with amended and restated purchase agreement; review company documents and prepare analysis; review off-take agreement.	5.40
Michelle Jin (Associate): Review and revise subscription agreement; draft collateral charge debenture; revise Monitor's sixth report; finalize subscription agreement; coordinate incorporation of corporation.	20.50
Charlotte Chien (Associate): Review sale transaction materials and conduct legal research; review and prepare redactions to professional fees for fee affidavit; conduct research and	11.80

draft factum; correspond with client on court materials.	
Nick Hollard (Associate): Review memo on non-payment and conduct research on same; assist with motion materials; review loan agreements; conduct legal research; review debtor company documents and prepare summary report; internal calls and email correspondence regarding research; company documents and court materials; review and revise court documents; prepare chronology of events pursuant to review of company documents; review minutes of settlement and provide comments.	29.60
Salvador Pimentel (Associate): Review documents and subscription agreement; review APA; attend conference call with internal team; email correspondence with A. MacFarlane on legal issues; review Grant Thornton memorandum and agreement and consider legal issues; revise memorandum; review bid documents.	12.20
Tommy Leung (Associate): Review subscription agreement and analyse and correspond with internal team on same.	3.40
Jessica Schuldhaus (Associate): Conduct research; review and revise subscription agreement; review closing agenda and other closing documents; attend all parties call regarding closing matters; review closing documents; release escrow documents and attend to post-closing matters.	27.90
Jake Palace (Articling Student): Conduct legal research and draft memo summarizing legal research and analysis; review court documents; conduct research on set-off; review subscription and asset purchase agreement.	21.10
Diana Petrenko (Paralegal): Review corporate records on incorporated company; obtain corporate documents for companies.	0.60

Summary of fees, disbursement and tax of each invoice:

Bill Num	Bill Date	Fees	Disb	Tax	Total Fees & Disb (Pre-Tax)	Total Fees & Disb (Post-Tax)
698242945	4/27/2023	$49,191.50	$3,402.96	$6,837.29	$52,594.46	$59,431.75
698249014	5/11/2023	$39,549.00	$1,782.18	$5,373.05	$41,331.18	$46,704.23
698263971	6/23/2023	$8,100.00	$1,904.08	$1,300.53	$10,004.08	$11,304.61
698267194	7/6/2023	$42,325.00	$146.80	$5,521.33	$42,471.80	$47,993.13
698287601	08/30/2023	$11,462.50	$3.30	$1,490.56	$11,465.80	$12,956.36
698296865	09/26/2023	$87,793.00	$159.00	$11,433.76	$87,952.00	$99,385.76
698305897	10/19/2023	$22,961.00	$2,015.50	$3,246.95	$24,976.50	$28,223.45
698317922	11/20/2023	$ 64,241.50	$95.20	$8,363.78	$ 64,336.70	$ 72,700.48
	Total:	**$325,623.50**	**$9,509.02**	**$43,567.25**	**$335,132.52**	**$378,699.77**