2022 01G 0709

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Grant Thornton Limited, as Court- Appointed Monitor of Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., CFI Newspar Holdings Inc and Newspar (collectively, "**CFI**" or the "**Company**"); and

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

NINTH REPORT OF GRANT THORNTON LIMITED, IN ITS CAPACITY AS MONITOR UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36 OF CANADA FLUORSPAR (NL) INC., CANADA FLUORSPAR INC., CFI NEWSPAR HOLDINGS INC. AND NEWSPAR;

May 29, 2023

GrantThornton

Grant Thornton Limited,
Court Appointed Monitor

Suite 300 - 15 International Place
St. John's, NL A1A 0L4

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INTRODUCTION

1. On February 21, 2022, upon the application of PricewaterhouseCoopers Inc., in its capacity as court-appointed receiver and manager of Bridging Finance Inc. and Bridging Income Fund LP (collectively referred to as "**Bridging**"), Grant Thornton Limited ("**GTL**") was appointed as Interim Receiver (the "**Interim Receiver**") of all the current and future assets, undertakings and properties (the "**Property**") of Canada Fluorspar (NL) Inc. and Canada Fluorspar Inc. by Order of the Supreme Court of Newfoundland and Labrador (the "**Court**").

2. The Interim Receivership Order authorized the Interim Receiver, among other things, to:

    a) receive, preserve, protect and maintain control over the Property;

    b) to retain or hire any employees on behalf of the Company;

    c) to report to, meet with and discuss with such Affected Persons (as defined in the Interim Receivership Order) as the Interim Receiver deems appropriate;

    d) to utilize monies on hand or borrowed by the Interim Receiver to fund payments of employee payroll obligations, rent, insurance, utilities, and other obligations determined by the Interim Receiver to be integral to the preservation of the Property;

    e) to commence proceedings for the Company pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") or the *Companies' Creditors Arrangement Act* ("**CCAA**"); and

    f) to report to the Court and the creditors of CFI regarding the status of the business and financial affairs of CFI, including its assets, liabilities, accounts payable and other matters deemed relevant by the Interim Receiver.

3. On March 8, 2022, the Interim Receiver made application to commence proceedings pursuant to the CCAA and the Court issued an order ("**Initial Order**") on March 11, 2022. Grant Thornton Limited was appointed Monitor ("**Monitor**").

4. The Initial Order imposed a stay of proceeding against Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., and Newspar (a General Partnership) (collectively referred to as the "**New Entities**").

5. The Initial Order granted an initial stay of proceedings and authorized the Monitor, among other things, to:

   a) Preserve and protect the Business and Property of the New Entities excluding certain property in favour of HSBC Bank of Canada ("**HSBC**");

   b) Providing the Monitor with certain enhanced powers;

   c) Approving the debtor in possession financing to allow the New Entities to continue to operate in the ordinary course pending the comeback hearing; and

   d) Setting down the comeback hearing for March 18, 2022 at 10am NL Time.

6. On March 18, 2022 (Court order is dated March 21, 2021), the Court issued an Amended and Restated Initial Order ("**ARIO**") which affirmed the terms of the Initial Order and authorized the Monitor, among other things:

   a) Authority to file, if deemed appropriate, a plan of compromise and arrangement on behalf of the New Entities;

   b) Authority to implement operational changes and pursue restructuring opportunities on behalf the New Entities;

   c) Authority under s. 32 of the CCAA to disclaim or rescind agreements for real property;

   d) Granted an extension of the stay of proceedings to July 10, 2022;

   e) Empowered to run a Sales and Investment Solicitation Process ("**SISP**"), with the terms being outlined in the SISP Process on behalf of the New Entities and approved by the Court via a SISP Order;

   f) Provided enhanced powers within the CCAA due to the directors of the New Entities resigning and there being no officers;

   g) Authorized an increase to the DIP Financing Agreement to borrow on behalf of the New Entities in accordance with the DIP Financing Agreement.

7. On June 10, 2022, the Monitor made application to the Court to extend the stay of proceedings and extend the SISP process. The Court issued an Order regarding the SISP, an extension of the stay of proceedings and, among other things:

a) Approved of the Monitor's activities to the date of the Third Report of the Monitor of May 30, 2022;

b) Granted an extension of the stay of proceedings to September 2, 2022;

c) Granted and declared that pursuant to section 5(5) of the *Wage Earners Protection Program Act* ("**WEPPA**") the Company's former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and are individuals to whom the WEPPA applies as of March 18, 2022;

d) Granted approval of amendments to the SISP Order; and

e) Granted approval of amendments to the ARIO Order.

8. On August 24, 2022, the Monitor made application to the Court for, amongst other things, an extension of the stay of proceedings and to extend the SISP process. The purpose of the second extension was to provide additional time for the Monitor to finalize the Definitive Agreements as required by the SISP Order. The Court issued an Order that, among other things:

a) Approved the Monitor's activities to the date of the Fourth Report of the Monitor of August 24, 2022;

b) Granted approval of amendments to the SISP Order;

c) Granted approval of amendments to the ARIO Order; and,

d) Granted an extension of the stay of proceedings to October 17, 2022.

9. On October 6, 2022, the Monitor made application to the Court for, amongst other things, an extension of the stay of proceedings to February 28, 2023. The purpose of the third extension was to provide additional time for the Monitor to close the proposed transaction and proceed to terminating these CCAA proceedings as contemplated in the Fifth Report of Grant Thornton Limited in its Capacity as Monitor (the "**Fifth Report**"). However, as a result of a Material Adverse Change (**"MAC**") this application was withdrawn.

10. On October 12, 2022, the Monitor filed with the Court a MAC as described in the Sixth Report of Grant Thornton Limited in its Capacity as Monitor (the "**Sixth Report**") as the

previously selected successful bidder had not provided the Monitor a top up of the deposit as contemplated in the proposed transaction in the Fifth Report. The purpose of the application or an extension to February 26, 2023, was to determine next steps in consultation with the DIP Lenders. On the same date, the Court issued an Order that, amount other things:

a) Approved the Monitor's activities to the date of the Fifth Report;

b) Granted approval of amendments to the ARIO Order; and

c) Granted an extension of the stay of proceedings to February 26, 2023.

11. On February 16, 2023, the Monitor made application to the Court for, amongst other things, an extension of the stay of proceedings. In addition, the Monitor disclosed to the Court that it had finalized a binding letter of intent ("**LOI**") with a new successful bidder (**"Purchaser"**). The purpose of the third extension of the stay of proceedings was to allow the Monitor and the Purchaser to conduct due diligence and finalize Definitive Agreements for a Transaction ("**Transaction**") as required by the SISP Order. On February 21, 2023, the Court issued an Order that, among other things:

a) Approved the Monitor's activities to the date of the Seventh Report;

b) Granted approval of amendments to the ARIO Order;

c) Granted an extension of the stay of proceedings to May 31, 2023; and

d) Granted approval for the sealing of the Monitor's Second Confidential Report until the earlier of:

i. The closing of the Transaction for the sale of all of the assets or shares of the Company;

ii. The conclusion of the CCAA; or

iii. Further order of this Honourable Court.

12. On May 12, 2023, the Monitor made application to the Court for, amongst other things, a short extension of the stay of proceedings and to add CFI Newspar Holdings Inc. to these CCAA proceedings (together with the New Entities, "**CFI**"). The purpose of the short extension was to allow the Monitor additional time to finalize Definitive Agreements for the

Transaction with the Purchaser, while the addition of CFI Newspar Holdings Inc. into these CCAA Proceedings was to properly allow for the Purchaser the ability to acquire 100% of Newspar as part of the Transaction contemplated by the Definitive Agreements. On May 18, 2023, the Court issued an order that, among other things:

a) Approved the Monitor's activities to the date of the Eighth Report;

b) Granted approval of amendments to the ARIO Order;

c) Granted an extension of the stay of proceedings to June 16, 2023; and

d) Approval to include CFI Newspar Holdings Inc. into these CCAA proceedings.

13. A copy of the Amended and Restated Initial Order – Amendment #5 dated May 18, 2023 is attached hereto as **Appendix "A"**.

14. The preceding reports of Grant Thornton Limited as Interim Receiver and Monitor, and all other information in respect of the interim receivership, and all other information in respect to the CCAA proceeding, are posted on the Interim Receiver's and Monitor's website at www.GrantThornton.ca/CFI. Readers are encouraged to read all previous reports of Grant Thornton Limited, the materials filed with the court in relation to the applications, and all orders of the Court to provide additional information.

15. On March 25, 2022, on application by HSBC Bank Canada, the Court appointed Deloitte Restructuring Inc. ("**Deloitte**") as receiver over the accounts receivable of the Company. Stakeholders wishing additional information on that proceeding are encouraged to contact Deloitte.

16. This is the Ninth Report of the Monitor.

PURPOSE OF THE REPORT

17. The purpose of this report (the "**Ninth Report**") is to advise the Court with respect to the following:

a) The activities of the Monitor since May 12, 2023, the date of the Eighth Report;

b) Advise the Court as to the completed and executed Definitive Agreements for the Transaction with the Purchaser;

c) Seeking approval from this Honourable Court of the approval of the Second Proposed Transaction with the Purchaser, which contemplates closing in the form of a Reverse Vesting Order ("**RVO**"); and

d) Seeking the following Orders:

   i. Approving this Ninth Report, the activities of the Monitor and its counsel;

   ii. Approving the Third Confidential Report of the Monitor ("**Third Confidential Report**");

   iii. Granting a Sealing Order of the Third Confidential Report;

   iv. Granting an Order approving the Transaction and RVO, as contemplated in the Definitive Agreements with the Purchaser that has the effect of replacing CFI in these proceedings with Residual Co (defined below);

   v. Granting the Monitor enhanced powers over ResidualCo and, amongst other things, authorizing the Monitor to assign ResidualCo into bankruptcy, as well as granting releases in favour of the Company's management, the Monitor and respective counsel; and

   vi. Extending the stay of proceedings for ResidualCo until October 31, 2023.

TERMS OF REFERENCE

18. In preparing this Ninth Report, the Monitor has relied upon unaudited financial information, certain Company's records, financial information and projections, and discussions with the Management of the Company, and its legal advisors. While the Monitor reviewed various documents provided by the Company and its legal advisors (including, among other things, unaudited internal financial statements and financial projections) and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Monitor expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

19. Some of the information used in preparing this Ninth Report consists of financial projections, including the Cash Flow Forecast. The Monitor cautions that these forecasts are based upon assumptions about future events and conditions that are not ascertainable. The Company's actual results may vary from the Cash Flow Forecast, even if the Hypothetical and Probable Assumptions (defined herein) contained therein materialize, and the variations could be significant. The Monitor's review of the future oriented information used to prepare this Ninth Report did not constitute an audit of such information under Generally Accepted Auditing Standards, GAAP or IFRS.

20. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the information and explanations presented to it by the Company, its Management and other stakeholders, 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, or accuracy of the information. 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 Ninth Report is based solely on the information (financial or otherwise) made available to the Monitor by the Company and its Management.

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

22. All references to dollars are in Canadian currency unless otherwise noted.

ACTIVITIES OF THE MONITOR

23. Since the date of the Eighth Report, the Monitor has continued to work diligently with the Purchaser and the DIP Lenders to advance the Definitive Agreements for the proposed Transaction and RVO.

24. The Monitor notes no material changes related to Cold Idle operations, creditor communications, employee or payroll matters, statutory reporting, insurance or third-party assets since the Monitor's discussion of same in the Eighth Report. Further, the Monitor notes that the Company continues its environmental monitoring and reporting in accordance with its Certificate of Approval and there are no environmental matters to report.

25. Other activities since the date of the Eighth Report include:

a) The Monitor has continued to fully fund payroll for the remaining employees to Ceridian Canada Ltd. ("**Ceridian**") and has paid all outstanding wages. Ceridian has remitted all applicable source deductions to the Crown on behalf of the Monitor;

b) The Monitor has paid all regulatory costs owed to the Mineral Lands Division of the Province of Newfoundland and Labrador under the Mineral Act RSNL 1990, c. M-12 relating to mineral licenses, mine and surface leases, water-use licenses and water monitoring charges;

c) The Monitor, with assistance from CFI Management, has filed all outstanding tax and GST/HST returns for Canada Fluorspar Inc., Canada Fluorspar (NL) Inc. and Newspar:

   i. The Monitor will submit to CRA an amendment to the 2020 and 2021 T2 returns for Canada Fluorspar (NL) Inc. The amendment was to correct an error on certain opening balances. CRA has not provided a notice of assessment for these amended returns.

d) The Monitor has completed and filed with the Department of Finance of Newfoundland and Labrador the Return of Income Derived from Mineral Rights and Return of Income Derived from Mining Operations for any years outstanding:

   i. The Monitor has not received a response from the Department of Finance of Newfoundland and Labrador since submission of the returns on May 5, 2023; and

ii. The returns as filed by the Monitor do not calculate to any tax payable. If any taxes or penalties were to be assessed, this amount would be an unsecured claim and have no effect on the Transaction.

SALES AND INVESTMENT SOLICITATION PROCESS ("SISP")

26. The Monitor outlined its extensive activities pursuant to the SISP in paragraphs 46 to 71 of the Fifth Report and in the First Confidential Report, which lead to the initial Successful Bidder and Proposed Transaction (as defined in the Monitors 5th Report). Efforts undertaken by the Monitor, in consultation with the DIP Lenders, to generate additional offers for CFI pursuant to the SISP after the Proposed Transaction failed are outlined in paragraphs 86 to 103 of the Seventh Report and in the Second Confidential Report.

27. As detailed in the Eighth Report, the Monitor accepted a binding LOI from the Purchaser on February 13, 2023, that was generated pursuant to the SISP. The binding LOI contemplated an exclusivity period up to and including March 17, 2023, for Definitive Agreements to be executed and an outside closing date of no later than April 30, 2023, unless otherwise agreeable in writing by the parties.

28. The Monitor, in consultation with the DIP Lenders, has made several amendments to the exclusivity period with the Purchaser to advance a transaction for the benefit of CFI's stakeholders. The most recent amendment of the exclusivity period provided an extension until May 24, 2023, for the execution of Definitive Agreements and an outside closing date of June 9, 2023.

29. As discussed below, the Monitor and Purchaser executed the Definitive Agreements on May 26, 2023, to advance a Transaction for CFI that was generated from the extensive SISP undertaken by the Monitor and the Company. The Monitor is of the view the Purchaser and all stakeholders are working in good faith and with due diligence to complete the Transaction. The Monitor and DIP Lenders continue to be supportive of the Transaction with the Purchaser.

30. The Monitor has disclosed details of the SISP and any revisions to the SISP on its website at www.GrantThornton.ca/CFI.

MONITOR'S VIEW ON THE SISP

31. The Monitor is of the view that the SISP was fair and reasonable, given that:

    a) The SISP was well defined and transparent, consistent with similar Court approved sales processes for properties of this nature, and was facilitated by the Monitor to maintain the SISP's integrity as an officer of this Court;

    b) The Monitor has significant and recent experience with sales mandates for properties in insolvency proceedings;

    c) The phased approach of the SISP provided each bidder with sufficient time to proceed with due diligence, facilitated by the Monitor and the Company, and multiple extensions were provided to ensure parties had all information required to advance an informed offer in a highly competitive process;

    d) The opportunity was widely marketed, canvassing parties across the country and internationally that included industry participants, competitors, private equity sponsors, strategic players and parties who had expressed interest to the Company and Monitor directly; and

    e) The DIP Lenders who financially supported the Company during the SISP and who are the Company's fulcrum stakeholders were apprised and provided input into the working out of the SISP.

32. The Monitor is of the view that the Transaction with the Purchaser was derived from an extensive sales process which represented a reasonable balance between the Company's circumstances and the time required to market and solicit bids to complete a transaction for assets of this nature. The SISP was extensive, created competitive tension through multiple phases, thoroughly marketed CFI's assets, considered the interest of all parties and was conducted by an officer of the Court that ensured the efficacy and integrity of the process by which the Transaction was derived.

33. The Transaction represents the highest and best executable offer received for CFI pursuant to the SISP.

THE TRANSACTION

34. On May 26, 2023, CFI entered into a share purchase agreement (the "**SPA**") with the Purchaser setting out the detailed terms and conditions of the Transaction.

35. The Transaction is structured in the form of a reverse vesting order and effected through a SPA and a subscription agreement, pursuant to which the Purchaser will acquire all of the issued and outstanding shares of CFI, will be issued the Subscription Shares, and will retain the equity interests in Canada Fluorspar (NL) Inc. and CFI Newspar Holdings Inc., as well as the partnership interest in the Newspar General Partnership as Retained Assets, and all other outstanding equity or partnership interests in the Acquired Entities (as defined in the SPA) will be cancelled for no consideration (with the except of the equity and partnership interests being acquired by the Purchaser in the Transaction), such that, upon closing, the Purchaser will be the sole registered and beneficial owner of the Purchased Shares (defined in the SPA), with good and valid title thereto, fee and clear of all Encumbrances (other than Permitted Encumbrances), and CFI shall be wholly owned, directly or indirectly, by the Purchaser free and clear of all Encumbrances, and the Excluded Assets and Excluded Liabilities (as defined in the SPA) are vested out of CFI into a new company to be incorporated by the Monitor ("**ResidualCo**"). Pursuant to the SPA, a redacted version attached hereto as **Appendix "B"**, among other things:

   a) The Purchaser will acquire the existing shares of CFI (the "**CFI Shares**") free and clear of any claims and encumbrances, except Retained Liabilities for a nominal amount. CFI will then issue new shares ("**New Shares"**) to which the Purchser will subscribe, for a subscription amount equal to the purchase price;

   b) Immediately after the transfer of the CFI Shares and the issuance of the New Shares to the Purchaser, the Purchaser will become the sole shareholder of CFI;

   c) The Excluded Assets, Excluded Liabilities and Excluded Contracts (as outlined in the SPA) would be removed from CFI and vest in ResidualCo pursuant to the RVO. For certainty, the definition of Excluded Assets includes the purchase price, which would also be transferred to ResidualCo;

d) All claims and encumbrances attached to the Excluded Assets transferred to ResidualCo (which claims and encumbrances are defined as Excluded Liabilities) will continue to attach to the Excluded Assets and will similarly be transferred to ResidualCo and become obligations of ResidualCo; and

e) ResidualCo would replace CFI as the applicant in these CCAA Proceedings, and CFI would exit CCAA. Subject to this Court's approval, the Monitor would then seek the Court's approval for a distribution order for the net proceeds, and then assign ResidualCo into bankruptcy in order to wind up the estate.

36. Per the SPA, the CFI Shares, Subscription Shares, and Retained Assets are acquired by the Purchaser on an "as is where is" basis with no representation or warranty thereon, subject only to the stipulations of the SPA and RVO.

37. On or before the Closing date, CFI along with the Purchaser will take certain steps (the "**Implementation Steps**") to permit the Transaction to proceed in a tax-efficient manner for the Purchaser, which is a condition of the SPA. The Monitor understands the Implementation Steps include the acquisition of the CFI Shares and subsequent subscription of the Subscription Shares to maintain the current corporate structure. The Monitor has discussed the Implementation Steps with its counsel, the Company and the Purchaser and understands the rational for such steps, which are primarily tax driven and not unreasonable in the circumstances.

38. The commercial terms of the Transaction and further confidential details have been disclosed to this Court in the Monitor's Third Confidential Report, discussed further below.

PROPOSED APPROVAL AND REVERSE VESTING ORDER

39. The Monitor is seeking approval from the Court of the Transaction pursuant to the SISP. The Transaction includes the purchase of CFI as a going concern, with a view from the Purchaser to continue investing in and operating the mine for the benefit of CFI's stakeholders, including trade creditors, PNL and employees. The specific details of the Transaction, including the executed Definitive Agreements, schedules of retained assets/liabilities and excluded assets/liabilities, are disclosed to the Court in the Third Confidential Report, and non-confidential details in **Appendix"B"**.

40. The Transaction by the Purchaser is proposed to be effected through an RVO, as disclosed by the Monitor in its Seventh Report and Eighth Report. As of the date of this Ninth Report, the Monitor has received no objection or communication from creditors or stakeholders related to the proposed use of an RVO in the Transaction.

41. The Monitor understands that an RVO is similar to typical approval and vesting orders in that it provides the purchaser of assets from an insolvent estate the ability to obtain the debtors interests “free and clear”, however varies from typical vesting orders by including a series of steps whereby:

a) the purchaser becomes the sole shareholder of the debtor company;

b) the debtor company retains its assets, including key contracts, capital structure, licenses and leases, and tax attributes;

c) the liabilities not assumed by the purchaser are vested out and transferred, together with any excluded assets, into a ResidualCo that takes the place of the debtor in the insolvency proceeding; and

d) CFI exits the CCAA Proceedings.

42. The proposed RVO in these CCAA Proceedings includes the approval of the SPA and the Transaction, as well as various additional relief to implement the Transaction. This additional relief includes, among other things:

a) The RVO shall constitute the only authorization required by CFI and ResidualCo to complete the Transaction and no further authorizations, approvals or filings will be required;

b) ResidualCo will be added as an applicant to the CCAA Proceedings and CFI will cease being an applicant. As part of the Implementation Steps of the Transaction, ResidualCo will assume all the Excluded Assets, Excluded Liabilities and Excluded Contracts, which substantially exceed $140,000,000, and ResidualCo will be insolvent; and

c) A release in favor of the employees, legal counsel and advisors of CFI and ResidualCo, the Monitor and its legal counsel, the Purchaser and its legal counsel, and the DIP Lenders and their legal counsel and advisors (each a “**Released Party**”) in each case in respect of claims relating to the Transaction or matters completed pursuant to the terms of the RVO.

43. The Monitor understands that the proposed reverse vesting structure is necessary in the circumstances to achieve the benefits to CFI's stakeholders from the Transaction. The Monitor's view on the proposed RVO is outlined below.

MONITOR'S VIEW ON APPROPRIATENESS OF THE RVO

44. The Monitor understands that RVO's are relatively novel in insolvency proceedings and that courts across the country have cautioned their use except in unusual or extraordinary circumstances, and not simply because it is more convenient for a purchaser. The Monitor further understands that RVO's have been previously employed in CCAA proceedings to affect the transfer of mineral and mining licenses held by insolvent mining companies in the Harte Gold Corp. CCAA proceeding, and to similar effect in the Just Energy Group CCAA to transfer energy related licenses.

45. The Monitor understands that RVO's have been approved in circumstances wherein, among other things:

a) The debtor operated in a highly regulated environment where the transfer of existing permits, licenses, leases or other contracts would be practically impossible to transfer to a purchaser in an expeditious manner. The RVO structure in these circumstances provided a timely and efficient resolution to this issue, such that the purchaser would not be exposed to the material risks, delays and costs associated with the transfer of such permits, licenses etc. that would otherwise make a transaction uneconomical;

b) The maintenance of the existing legal entities would preserve certain tax attributes that would otherwise be foregone in a traditional vesting order, and the consideration offered by potential purchaser's reflected the value in such tax attributes; and

c) No party was materially prejudiced by the use of an RVO structure, relative to another means of completing a transaction.

46. Outlined below are the Monitor's considerations in respect of whether the use of an RVO is appropriate for the Transaction.

Necessity and Characteristics of the RVO

47. CFI, operating in a highly regulated industry, is the owner of numerous mineral licenses, mine leases, surface leases, a crown lands lease, water-use licenses and various operating permits. The transfer of these permits, licenses and leases to the Purchaser through a traditional vesting order would create material uncertainty around the timing, cost, and acceptance for each transfer. The permits, licenses and leases are critical to the ability for the Purchaser to restart operations at the mine, and the uncertainty around timing and acceptance would materially impact the restart of operations and therefore the economics of the Transaction.

48. The Monitor understands the historical environmental indemnity previously granted to Newspar is critical to the offer proposed by the Purchaser, the transfer of which would not be practicable in a timely manner in a different transaction structure. The Monitor understands that PNL, who granted the historical environmental indemnity and is a primary stakeholder and DIP Lender in these proceedings, is supportive of the RVO for this issue, amongst other things.

49. The Monitor is advised that the tax attributes are critical to the Purchaser's valuation of CFI, and such tax attributes can only be preserved through an RVO, and not possible through a traditional vesting order. The Purchaser has advised that the tax attributes are an important feature of this transaction and that the consideration in the SPA is reflective of this.

50. The Purchaser has requested the Transaction be an RVO. Every bid in the SISP, except the liquidation bids, contemplated an RVO as the form of transaction. This was not unexpected as RVOs are frequently used in acquisitions of mines in insolvent transactions and is reflective of the complicated regulatory environment in which the mine operates.

51. The proceeds from the Transaction are such that secured creditors will realize a substantial loss, and there will be no funds available for unsecured creditors. As such the proposed RVO does not disadvantage the unsecured creditors in the CCAA Proceedings as they would not receive any distribution in a traditional vesting order.

52. Further, submitting a plan of arrangement within the CCAA Proceeding is not an option as it would further reduce recovery to the secured creditors who are already realizing a substantial loss. It would unnecessarily add additional cost and uncertainty to the Transaction as it would take time and resources, which the Monitor does not have, to execute.

53. The Monitor, in consultation with its legal counsel, considered if the above characteristics could be preserved through alternative transaction structures, such as a traditional vesting order or plan of arrangement. The Monitor is of the view that an RVO would provide the most timely and expedient transfer of the above characteristics of CFI to the New Successful Bidder, and mitigate the operational risk associated with trying to transfer such characteristics through other transaction structures. The Monitor therefore considers that an RVO is necessary to close the Transaction for the benefit of CFI's stakeholders.

Environmental Impact of the RVO

54. The Transaction and RVO does not "vest out" environmental obligations. The SPA contemplates that these liabilities and obligations will remain with the Purchaser as noted in the defined term Retain Liabilities of the SPA – meaning any (a) any and all Liabilities relating to the Licenses and Leases incurred or arising after closing; and (b) any and all Liabilities relating to the Retained Assets incurred or arising after the Closing; and confirmed in paragraph 8 of the RVO.

Economic and Stakeholder Impact of the RVO

55. The Monitor is of the view that the RVO is favourable to any other alternative transaction structure, such as an approval and vesting order, plan of arrangement or liquidation within a Bankruptcy.

56. The Monitor is further of the view that the Transaction is the best offer received during Phase 4 of the SISP and represents the true market value of the assets of CFI after the extensive marketing completed by the Monitor. The Monitor has provided all offers received to the Court in its Second Confidential Report. Offers consisted of both intentions to operate as well as liquidate.

57. Although the Transaction through an RVO does not result in a return to unsecured creditors, the Monitor notes that a traditional approval and vesting order would not result in a different outcome to the unsecured creditors.

58. The Senior Secured Creditors are incurring a substantial loss should this Court approve the Transaction and would incur a further substantial loss if any of the other offers were accepted.

59. Similarly, a plan of arrangement would require the support of the Senior Secured Creditors, who are already taking a substantial loss on their security and who would be better off exercising their security through a receivership to culminate a sale of CFI than supporting a plan of arrangement that would divert funds away from their security. The Monitor understands that the additional time and cost to run a plan would impact the Purchaser's proposed timelines to restart operations and therefore create additional closing risk.

60. While no distribution is contemplated to unsecured creditors under the Transaction, the Monitor is of the view that an RVO would provide an expedient and efficient transfer of CFI's intangible assets to the Purchaser. This would result in a timelier restart of CFI's operations, providing an opportunity for stakeholder and the unsecured creditors to engage in new business with the Purchaser which will be beneficial to the local economy.

61. The Monitor is therefore of the view that no stakeholder is worse off under the RVO structure than they would have been under any other viable structure for the sale of CFI, and that the RVO structure produces an economic result at least as favourable as any other alternative.

<u>Consideration for CFI's Intangible Assets</u>

62. Commercially sensitive terms of the Transaction have been disclosed to this Court in the Monitor's Third Confidential Report.

63. The Purchaser has advised the Monitor of its intention to invest a significant amount of capital resources prior to restarting operations at CFI to, among other things, operate the mine more efficiently and maximize value from its reserves. This intention is consistent with feedback received by the Monitor from various other bidders throughout the SISP.

64. While the consideration being provided by the Purchaser will not result in a distribution to unsecured creditors, a restart of operations will achieve the objectives of the CCAA by preserving the value in the business, avoiding the economic hardship to stakeholders from a liquidation, and create an opportunity for local communities and employees to realize future economic benefit from restart costs and future operations.

65. Given the offer from the Purchaser and the Monitor's understanding of the market value of CFI resulting from the SISP, and reasonable operational restart costs, the Monitor is of the view that the consideration provided reflects the value of CFI's intangible assets being preserved under the RVO structure. The preservation of the permits, licenses and leases is critical to being able to operate CFI as a going concern, and the Monitor notes that a transaction through an RVO structure was contemplated by the majority of the competing offers received in the final stages of the SISP, as the various bidders recognized the RVO as the optimal structure to preserve the permits, licenses, leases, tax attributes, and intangible assets of CFI moving forward.

Notice of RVO Application to All Known Creditors

66. The Monitor intends to serve all known creditors, including unsecured creditors, and shareholders of this Ninth Report and its application materials by no later than May 30, 2023, providing at least 4 clear business days of notice.

67. The Monitor's legal counsel will be providing notice to stakeholders previously registered for prior court applications, in either electronic or ordinary mail.

68. The Monitor will also be providing notice to all other known creditors by way of mail and email consistent with the notice requirements of the Initial Order in the CCAA Proceedings. Email addresses were retrieved from the Company's books and records, and also verified with the Monitor's various email correspondence with creditors throughout these CCAA proceedings.

69. Notice is being provided to all known creditors so that no prejudice is perceived to have occurred by creditors being unaware of the Monitor's application. The Monitor will publish an affidavit of mailing to its website, proving that notice has been served and will also provide this to the Court, or any other stakeholders, prior to the hearing on June 6, 2023.

70. The Monitor will also publish this Ninth Report, and all other relevant application materials to its website, www.GrantThornton.ca/CFI, by no later than May 30, 2023.

Releases

71. The proposed RVO includes releases in favour of the Released Parties. The full scope of the release provisions are set out in the proposed RVO and should be read in conjunction with this Ninth Report.

72. The Released Parties will be released by any and all persons from any and all present and future claims of any nature or kind whatsoever based in whole or in part on any act or omission, transaction or dealing or other occurrence existing or taking place or prior to the closing of the Transaction in respect of CFI and its business, operations and administration and the CCAA proceedings or the Definitive Agreements and related documents pertaining to the Transaction.

73. Notwithstanding the extensive listing of the releases in the proposed RVO, the Released Parties shall not be released for any claim against the Released Parties for fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

74. The Monitor is of the view, in light of the nature of the facts and within the context of these CCAA proceedings, each Released Party has contributed to the Transaction and the success of these CCAA Proceedings. Further it is the Monitors understanding, in consultation with its counsel, that it is customary to include such releases in RVOs. Accordingly, the Monitor is of the view that the proposed releases are just and reasonable in these circumstances.

Monitor’s View

75. The Monitor is of the view that, in consideration of the factors outlined above, the RVO contemplated by the Transaction is fair and reasonable in the circumstances.

76. The DIP Lenders, who are also the senior secured creditors, support the structure of the RVO and the Transaction. Accordingly, the Monitor is of the view that, with respect to the Transaction, there are significant benefits that are reasonable, justified, and appropriate in the circumstances through the reverse vesting structure as compared to a traditional

asset sale or a plan of arrangement. The RVO structure provides an economic result at least as favourable as any other viable alternative and reduces costs to the estate as an RVO can be finalized much more efficiently than a traditional asset sale or plan of arrangement, which is critical to the Purchaser's ability to continue the operations.

77. In light of the factors above and the Monitors consideration to factor set out in section 36(3) of the CCAA, the Monitor supports the Transaction and RVO.

IMPACT OF THE TRANSACTION ON CREDITORS

78. The Transaction, should it be approved, will have the following impact on the creditors of CFI:

a) The DIP Loan will be repaid in full;

b) Proceeds will be sufficient to satisfy priority claims advanced by certain creditors, once determined, including:

i. Canada Revenue Agency on account of non-resident withholding taxes for an estimated amount of $76,438;

ii. Service Canada on account of a priority WEPP claim for an estimated amount of $60,000;

iii. The Town of Port Blanford;

iv. Inaminka Marine Services Limited who has filed a maritime lien on the barge owned by CFI; and

v. Richard Spellacy, MM who has filed a caveat release on the barge to advance a secured claim.

c) The royalty owned by Newfoundland Fluorspar Exploration Ltd. will be purchased from the proceeds for the contractual amount of $400,000 and discharged, as required by the Transaction. A copy of the royal agreement is attached hereto as **Appendix "C"**.

d) The first ranking secured creditor will receive the balance of the cash proceeds less any costs required to wind down the estate.

e) The first ranking secured creditor and the Purchaser have also entered into a participation agreement whereby Bridging has an opportunity to participate in a share of future cash flow generated by CFI. Details are included in the Monitor's Third Confidential Report and it is the Monitor's view that such agreement does not prejudice any other creditor or stakeholder of CFI.

f) Subordinated secured creditors, and unsecured creditor will not receive any distribution. They may benefit, either directly or indirectly, through the return of activity at CFI.

ADDITIONAL RELIEF SOUGHT BY THE APPLICANTS

79. Further relief as outlined in the RVO and the Monitor's Enhanced Powers Order, include the enhancement of powers of the Monitor as it relates to ResidualCo. As mentioned above, upon closing of the Transaction, all Excluded Assets and Excluded Liabilities will be transferred to and vest in ResidualCo, and ResidualCo will replace CFI as an applicant in the CCAA Proceedings. The orders therefore expand the authority and power of the Monitor so it can assist with the wind down of the ResidualCo.

80. The orders will ensure that the Monitor has the requisite authority to deal with the winding-down of ResidualCo in an orderly and efficient manner, including the ability to assign ResidualCo into bankruptcy to complete the wind down.

81. As a result, the Monitor is of the view that the relief request is appropriate in these circumstances.

THIRD CONFIDENTIAL REPORT

82. The Monitor is of the view that the details regarding the Purchaser and the Transaction as outlined in the Third Confidential Report are commercially sensitive in nature, and the dissemination of that information could materially prejudice CFI's interests, including the ability to remarket the business in the event that the Transaction does not close, if approved by this Honourable Court.

83. The Monitor is of the view that the sealing of the Third Confidential Report and continued sealing of the First and Second Confidential Reports is and continues to be appropriate and is therefore requesting the Court's approval of same.

NO MATERIAL ADVERSE CHANGE

84. The Monitor is not aware of any issue or condition that could be considered a Material Adverse Change pursuant to s.23(1)(d), or the DIP Financing Agreement.

85. The Monitor continues to be of the opinion that s.23(1)(h) does NOT apply and it would be more beneficial to the Company's creditors to continue with the closing of the proposed transaction within the CCAA proceeding.

CASH FLOW UPDATE

86. Given the short period from the date of the Monitor's Eighth Report, the Monitor has not prepared an updated cash flow forecast and still estimates that it has sufficient liquidity to close the proposed Transaction, as outlined in Appendix M of the Monitors Eight Report. The Outside Closing Date is June 9, 2023, and the Monitor forecasts it has sufficient liquidity through to June 17, 2023. The Monitor notes that CFI has sufficient liquidity to close the Transaction. On closing, as a result of the cash consideration, the Monitor will have sufficient liquidity to wind up the CCAA Proceedings. A cash flow forecast to support an extension to the stay of proceedings to October 31, 2023 is enclosed in the Monitors Third Confidential Report.

EXTENSION TO THE STAY OF PROCEEDINGS

87. On closing, because of the cash consideration, ResidualCo will have sufficient liquidity to wind up the CCAA Proceedings.

88. After closing, the Monitor intends to evaluate possible priority claims, and make application to the Court for a distribution.

89. As such the Monitor is supportive of the extension of the stay of proceeding to October 31, 2023.

RECOMMENDATION

90. For the reasons set out in this Ninth Report, the Monitor respectfully recommends that this Honorable Court:

(a) Approve the actions, conduct and activities of the Monitor and its legal counsel to the date of this Ninth Report;

(b) Approve the Transaction and RVO;

(c) Grant the Monitor enhanced powers over ResidualCo;

(d) Grant the requested relief for the Released Parties;

(e) Grant an extension to the Stay of Proceedings to October 31, 2023;

(f) Approve the Third Confidential Report; and

(g) Grant a Sealing Order of the Third Confidential Report.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 29th day of May 2023.

GRANT THORNTON LIMITED,
SOLELY IN ITS CAPACITY AS MONITOR
OF THE COMPANY, AND NOT IN ITS PERSONAL CAPACITY

Per: ________________________________

Phil Clarke, CPA, CA, CIRP, LIT

Senior Vice-President

Appendix “A”

2022 01G 0709

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Grant Thornton Limited, as Court-Appointed Monitor of Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., and Newspar (collectively, "**CFI**" or the "**Company**");

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

ORDER

Before the Honourable Justice MacDonald;

THIS APPLICATION, made by Grant Thornton Limited ("**GTL**" or the "**Monitor**"), in its capacity as Court-Appointed Monitor of the Company, pursuant to the CCAA for an Order substantially in the form filed with the Application heard on this 18th day of May, 2023.

ON READING the affidavit of Phil Clarke sworn on the 9th day of May 2023 (the "**Clarke Affidavit**"), the Exhibits thereto and the Monitor's Eighth Report;

UPON HEARING Counsel for the Monitor and other counsel as they may appear;

IT IS HEREBY ORDERED:

1. **THAT** the time for service of the within Notice of Motion and materials filed, as set out in the affidavit of service is hereby deemed adequate notice so that this Application is properly returnable today and this Court hereby dispenses with further service thereof.

2. **THAT** all terms not otherwise defined herein shall have the meaning ascribed to them in the Amended and Restated Initial Order of this Court dated March 18th, 2022 (the "**ARIO**"), Amendment #1 to ARIO dated June 10th, 2022 (the "**Amended ARIO**"), Amendment #2 to the ARIO

Filed May 18/23 SS

dated August 30th, 2022 ("**2nd Amended ARIO**"), Amendment #3 to the ARIO dated October 12th 2022 ("**3rd Amended ARIO**"), Amendment #4 to the ARIO dated February 21st , 2023 ("**4th Amended ARIO**"), the Clarke Affidavit and the Eighth Report of the Monitor filed on May 12, 2023;

ADDING OF PARTY

3. **THIS COURT ORDERS** pursuant to Rule 7.04(2)(b) of the *Rules of the Supreme Court, 1986*, that CFI Newspar Holdings Inc., be added as a debtor company to which the CCAA applies and to these proceedings styled 2022 01G 0709 ;

4. **AND IT IS FURTHER ORDERED THAT** the 5th Amended ARIO be filed with this Honourable Court.

EXTENSION TO THE STAY OF PERIOD

5. **THIS COURT ORDERS** that the current Stay Period under the CCAA be and is hereby extended to and including the 16thday of June 2023.

AMENDMENTS TO THE 4TH AMENDED ARIO

6. **THIS COURT ORDERS** that the amendments to the 4th Amended ARIO as proposed by the Monitor, attached hereto as Exhibit "A", are hereby approved.

7. **THIS COURT ORDERS** that in carrying out the terms of this Order, the Monitor whether in its personal capacity or in its capacity as the Monitor:

    a. shall have all the protections provided to it as an officer of the Court, including the protections granted pursuant to the CCAA and other orders granted in these CCAA proceedings, including the stay of proceedings; and

    b. shall incur no liability or obligation as a result of carrying out any duties or work in connection with this Order, save and except for any gross negligence or willful misconduct on its part.

APPROVAL OF THE MONITOR'S EIGHTH REPORT

8. **THIS COURT ORDERS** that the Monitor's Eighth Report and the activities of the Monitor and its counsel referred to therein be and are hereby approved; provided, however, that only the

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Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 18th day of May, 2023.

Stephanie Stevens

COURT
OFFICER

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EXHIBIT "A"

2022 01G 0709

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Canada Fluorspar (NL) Inc., and Canada Fluorspar Inc., by their Court Appointed Interim Receiver, Grant Thornton Limited.

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

AMENDED AND RESTATED INITIAL ORDER – AMENDMENT #5

BEFORE THE HONOURABLE JUSTICE MACDONALD

THIS APPLICATION, made by Grant Thornton Limited, in its capacity as Court-Appointed Interim Receiver of Canada Fluorspar (NL) Inc., and Canada Fluorspar Inc., (the "**Interim Receiver**" or the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form filed with the Application was heard this 11th day of March, 2022.

ON READING the affidavit of Phil Clarke sworn the 8th day of March, 2022 (the "**Clarke Affidavit**") and the Exhibits thereto, the consent of Grant Thornton Limited ("**GTL**") to act as Court-appointed monitor of Canada Fluorspar (NL) Inc. Canada Fluorspar Inc., and Newspar (a General Partnership) (in such capacity, the "**Monitor**"), and the Pre-Filing Report of GTL as Interim Receiver;

ON READING, the report of GTL as Monitor dated the 15th day of March, 2022;

ON READING the affidavits of Phil Clarke sworn the 30th day of May, 2022 (the "**Clarke Affidavit**") and the Exhibits thereto, and of Melissa Spearns sworn on the 26th day of May, 2022 (the "**Spearns Affidavit**") and the Exhibits thereto, and the Monitors First Second and Third Reports;

ON READING the affidavit of Phil Clarke sworn the 24th day of August, 2022 (the "**Clarke Affidavit**") and the Exhibits thereto, and the Monitor's Fourth Report;

ON READING the affidavits of Phil Clarke sworn the 6th day of October 2022 and the 11th day of October 2022 (collectively the "**Clarke Affidavit**") and the Exhibits thereto, the Monitor's First Confidential Report and the Monitor's Fifth Report;

ON READING the affidavit of Phil Clarke sworn the 16th day of February, 2023 (the "Clarke Affidavit") and the Exhibits thereto, and the Monitor's Seventh Report and Second Confidential Report;

ON READING the affidavit of Phil Clarke sworn the 9th day of May, 2023 (the "Clarke Affidavit") and the Exhibits thereto, and the Monitor's Eighth Report;

ON HEARING the submissions of counsel for the Applicant, legal counsel for the Company (as defined herein), 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 the 10th day of March, 2022, and on reading the consent of GTL to act as Monitor;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Materials filed, as set out in the affidavit of service is hereby deemed adequate notice so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., Newspar (a General Partnership) and CFI Newspar Holdings Inc., (collectively the "**Company**") is a company to which the CCAA applies.

3. Capital terms not otherwise defined herein shall have the meaning ascribed to them in Schedule "A"

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Monitor, on behalf of the Company, shall have the authority to file and may, if deemed appropriate and subject to further order of this Court, file with this Court a plan of compromise and arrangement (hereinafter referred to as the "**Plan**".

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POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Company shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, save and except the Excluded Property (the "**Property**"). Subject to further Order of this Honourable Court, the Monitor on behalf of the Company, shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Monitor is authorized and empowered to continue to retain and employ the employees, consultants, independent contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of its Business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Monitor, on behalf of the Company, shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

   (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

   (b) the fees and disbursements of any Assistants retained or employed by the Company in respect of these proceedings, at their standard rates and charges; and

   (c) in consultation with the DIP Lender, amounts owing for goods and services supplied to the Company, if in the opinion of the Monitor, the supplier or vendor of such goods or services is necessary for the operation and preservation of the Business or Property.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Monitor, on behalf of the Company, shall be entitled but not required to pay all reasonable expenses incurred by the Company in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

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(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services and lease payments for mining equipment used in the operation of the Business; and

(b) payment for goods or services actually supplied to the Company following the date of this Order.

8. **THIS COURT ORDERS** that the Monitor, on behalf of the Company, shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Company in connection with the sale of goods and services by the Company, but only where such Sales Taxes are accrued or collected after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Company.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Monitor, on behalf of the Company, shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Company and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order. The Monitor, on behalf of the Company, may pay such Rent twice

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monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Monitor, on behalf of the Company, is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Company to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Monitor, on behalf of the Company shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as defined hereinafter), have the right to:

(a) Permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$2,500,000 in the aggregate;

(b) Terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(c) Pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing.

All of the foregoing to permit the Monitor, on behalf of the Company, to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that the Monitor, on behalf of the Company, shall provide each of the relevant landlords with notice of the Company's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Company's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the

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premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Monitor, on behalf of the Company, or by further Order of this Court upon application by the Monitor on at least two (2) days notice to such landlord and any such secured creditors. If the Monitor disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Company's claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Company in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE COMPANY OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including the 16th day of June, 2023 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Company or the Monitor, or affecting the Business or the Property,(save and except the Excluded Property), except with the written consent of the Monitor and the Company, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Company or affecting the Business or the Property (save and except the Excluded Property) are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Company or the Monitor, or affecting the Business or the Property, (save and except the Excluded Property), are hereby stayed and suspended except with the written consent of the Monitor and the Company, or leave of this Court, provided that nothing in this Order shall (i) empower the Monitor, on behalf of the Company, to carry on any business which the Company is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

16. **THIS COURT ORDERS** that nothing in this Order shall prevent HSBC from exercising any rights or remedies, taking any enforcement steps, actions or commencing any proceedings against the Company with respect to the Excluded Property.

NO INTERFERENCE WITH RIGHTS

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Company, except with the written consent of the Monitor and the Company, or leave of this Court.

CONTINUATION OF SERVICES

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Company or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Company, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Company, and that the Monitor, on behalf of the Company, shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Monitor,

on behalf of the Company, in accordance with normal payment practices of the Company or such other practices as may be agreed upon by the supplier or service provider and each of the Monitor and the Company, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Company. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

APPOINTMENT OF MONITOR

20. **THIS COURT ORDERS** that Grant Thornton Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Company with the powers and obligations set out in the CCAA, (save and except in relation to the Excluded Property) or set forth herein and that the Company and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Company pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

21. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

    (a) monitor the Company's receipts and disbursements;

    (b) report to this Court at such times and intervals as the Monitor or Court may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

    (c) assist, with consultation with the Company, in its dissemination of reports and other information to the DIP Lender (as defined herein) and their respective counsel,

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pursuant to and in accordance with the Definitive Documents (as defined herein), or as may otherwise be reasonably requested by the DIP Lender;

(d) execute the DIP Financing Agreement (as defined herein) on behalf of the Company;

(e) advise, in consultation with the Company, in its preparation of the Company's cash flow statements and reporting required by the DIP Lender under the Definitive Documents, which information shall be reviewed with the Monitor and delivered to the DIP Lender and their respective counsel in accordance with the Definitive Documents;

(f) execute any and all documentation, on behalf of the Company, as reasonably necessary or required by the DIP Financing Agreement and the SISP;

(g) run the SISP pursuant to the SISP Order;

(h) advise, in consultation with the Company, in its development of the Plan and any amendments to the Plan, if applicable;

(i) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Company, to the extent that is necessary to adequately assess the Company's business and financial affairs or to perform its duties arising under this Order;

(j) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(k) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including those conferred by this Order;

(l) enter into any agreements;

(m) exercise any rights of the Company;

(n) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and in the name of the Company;

(o) take any and all steps of the Company authorized by any Order made in these proceedings, including making distributions or payments;

(p) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the Business, or any part or parts thereof; and

(q) perform such other duties as are required by this Order or by this Court from time to time.

22. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property but as Monitor shall take part in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business, or any part thereof.

23. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

24. **THIS COURT ORDERS** that nothing herein contained shall make the Monitor liable for any mine closure or environmental and land rehabilitation-related liabilities or obligations

in respect of or in any way related to the Property (or caused by or resulting from any matter or thing originating on or coming from the Property). For greater certainty:

(a) Notwithstanding anything in any Environmental Legislation, the Monitor is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Monitor's appointment; or

(ii) after the Monitor's appointment unless it is established that the condition arose or the damage occurred as a result of the Monitor's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts the Monitor from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any Environmental Legislation, but subject to subparagraph (a) hereof, where an order is made which has the effect of requiring the Monitor to remedy any environmental condition or environmental damage affecting the Property, the Monitor is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Monitor, if the order is in effect when the Monitor is appointed, or during the period of the stay referred to in clause (ii) below, the Monitor:

(A) complies with the order, or

(B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Monitor, if the order is in effect when the Monitor is appointed, by,

(A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Monitor to contest the order; or

(B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Monitor had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

25. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Company and the DIP Lender with information provided by the Company in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Company is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Company may agree.

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Company shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and counsel for the Company on a weekly basis and, in addition, the Company is hereby authorized to pay to the Monitor, counsel to the Monitor, and

counsel to the Company reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose, the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Company's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, (save and except the Excluded Property and Excluded Inventory), which charge shall not exceed an aggregate amount of $250,000.00 (which includes the amount provided for in the Interim Receivership Order), as security for their professional fees and disbursements incurred at their respective standard rates and charges of the Monitor and such counsel, both before and after the making of this Order and the Amended and Restated Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 41 and 43 herein.

ENHANCEMENT OF MONITOR'S POWERS

30. **THIS COURT ORDERS** that, without in any way limiting the powers and duties of the Monitor, the Monitor is hereby empowered and authorized, but not obligated, to do any of the following in the name and on behalf of the Company, where the Monitor considers it necessary or desirable:

(a) take any and all actions and steps to manage, operate and carry on the Business, including, without in any way limiting the generality of the foregoing:

(i) any actions or steps the Monitor considers necessary or desirable to proceed with an orderly restructuring or liquidation of the Business;

(i) permanently or temporarily ceasing, downsizing or shutting down any of the Company's operations;

(ii) terminating the employment of or temporarily laying off employees of the Company;

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(iii) pursuing all avenues of refinancing the Business or Property, except the Excluded Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;

(iv) preparing a Plan of Compromise and Arrangement on behalf of one or more of the Applicants;

(v) settling, extending or compromising any indebtedness owing to or by the Company;

(vi) initiating, prosecuting and continuing the prosecution of any and all proceedings and defending all proceedings now pending or hereafter instituted with respect to the Company, the Business, the Property or the Monitor and to settle or compromise any such proceeding;

(vii) taking any and all corporate governance actions for the Company; and

(viii) providing instruction and direction to the advisors of the Company;

(b) preserve, protect and exercise control over the Property, (with the exception of the Excluded Property), or any parts thereof, including, without in any way limiting the generality of the foregoing:

(i) receive, collect and exercise control over all monies and accounts held by or owing to the Company; including any proceeds of the sale of any of the Property (save and except the Excluded Property);

(ii) exercise all remedies of the Company in collecting monies owed or hereafter owing to the Company and to enforce any security held by the Company;

(iii) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property (save and except the Excluded Property) for any purpose pursuant to this Order;

(iv) to market, sell convey, transfer, lease or assign the Property, including running a sales solicitation process, or any part or parts of the Property out of the ordinary course of business;

(A) without the approval of this Court, in respect of any one transaction not exceeding $500,000 or $2,500,000 in the aggregate;

(B) without the approval of this Court in respect of the sale of Fluorspar inventory; and

(C) with the approval of this Court in respect of any other transaction;

(c) to report to, meet with and discuss with such affected persons as the Monitor deems appropriate on all matters relating to the Business and the Property, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;

(d) oversee and direct the preparation and dissemination of financial and other information of the Company in these proceedings, including cash flow statements;

(e) apply to the court for advice and direction or for any further orders in these proceedings, including, without in any way limiting the generality of the foregoing, sale approval and vesting orders and orders extending or terminating the stay of proceedings;

(f) perform such other duties or take any steps reasonably incidental to the exercise of these powers;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Company and without interference from any other person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

31. **THIS COURT ORDERS** that the Company and all its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other

persons acting on their instructions or behalf shall fully co-operate with the Monitor in the exercise its powers under this Order or any other Order of the Court, including by:

(a) advising the Monitor of the existence of any Property of which such party has knowledge of;

(b) providing the Monitor with immediate and continued access to any Property in such party's possession or control;

(c) advising the Monitor of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Company, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information ("**Records**") of which such party has knowledge of; and

(d) providing access to and use of the Records, including any accounting, computer, software and physical facilities relating thereto, and including providing the Monitor with instructions on the use of any computer or other system as requested by the Monitor and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the Records, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Monitor due to the privilege attaching to solicitor client communication or due to statutory provisions prohibiting such disclosure.

LIMITATION ON THE MONITOR'S LIABILITY

32. **THIS COURT ORDERS THAT** the Monitor is not and shall not, for any purposes, be deemed to be a director, officer, employee, receiver, receiver-manager, or liquidator of the Company.

33. **THIS COURT ORDERS THAT** the Monitor is not and shall not for the purposes of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) be deemed to be a legal representative or person to whom s. 150(3) of that Act applies.

34. **THIS COURT ORDERS THAT** that the rights, protections, indemnities, charges, priorities and other provisions in favour of the Monitor set out in the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, any other applicable legislation, and any other Order granted in these proceedings, all shall apply and extend to the Monitor in connection with the Monitor carrying out the provisions of this Order, amended as necessary to give effect to the terms of this Order.

DIP FINANCING

35. **THIS COURT ORDERS** that the Monitor, on behalf of the Company, is hereby authorized and empowered to execute, enter into and deliver the DIP Facility Loan Agreement (the "**DIP Financing Agreement**") dated the 7th day of March, 2022 between, the Company, as borrower, and Bridging Finance Inc., Bridging Income Fund LP, Bridging Private Debt Institutional LP, Bridging Mid-Market Debt Fund LP, Bridging Private Debt Lending Master Fund I, LP (Cayman), Bridging SMA 1 LP. Bridging SMA 2 LP, and Her Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Industry, Energy and Technology as lender (collectively the "**DIP Lender**"), and to borrow, in accordance with the terms and conditions of the DIP Financing Agreement, up to Four Million Seven Hundred Thousand ($4,700,000.00) (the "**DIP Facility**") to, among other things, fund the Company's working capital requirements, the SISP and other general corporate purposes of the Company during the Stay Period.

36. **THIS COURT ORDERS** that, in addition to the DIP Financing Agreement, the Company is also hereby authorized and empowered to execute and deliver such other credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Financing Agreement, the "**Definitive Documents**"), as are contemplated by the DIP Financing Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Monitor, on behalf of the Company is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Financing Agreement and the other Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

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37. **THIS COURT ORDERS** that, as security for the Company's obligations under the Definitive Documents, the DIP Lender shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Lender's Charge**") on the Property, (save and except the Excluded Property and Excluded Inventory), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 41 and 43 herein. Notwithstanding the foregoing, the Interim Receiver's Borrowing Charge contained in Paragraph 27 of the Interim Receivership Order, being the 1.8 Million advanced pursuant to the Interim Receivership Order, shall continue to be in full force and effect during the term of this Order. The Interim Receiver's Borrowing Charge shall rank pari passu with the DIP Lender's Charge.

38. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the DIP Financing Agreement, the other Definitive Documents or the DIP Lender's Charge, upon five (5) days notice to the Monitor and the Company, the DIP Lender may exercise any rights and remedies against the Company or the Property, (save and except the Excluded Property), under or pursuant to the DIP Financing Agreement, the other Definitive Documents and the DIP Lender's Charge, including, without limitation, to cease making advances to the Company and set off and/or consolidate any amounts that may be owing by the DIP Lender against the obligations of the Company to the DIP Lender under the DIP Financing Agreement, the other Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Company and for the appointment of a trustee in bankruptcy of the Company; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Company or the Property (save and except the Excluded Property).

Or

39. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Company under the CCAA, or any proposal filed by the Company under the BIA, with respect to any advances made under the DIP Financing Agreement and the other Definitive Documents.

40. **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Financing Agreement, the other Definitive Documents or the DIP Lender's Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**") whether by subsequent order of this Court on or pending an appeal from this Order, such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), under the DIP Financing Agreement or the other Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender's Charge) for all advances so made and other obligations set out in the DIP Financing Agreement and the other Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

41. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender's Charge, and the Interim Receiver's Borrowing Charge on the Property (save and except the Excluded Property and Excluded Inventory), (collectively, the "**Charges**"), as among them, shall be as follows:

First – the Administration Charge (to the maximum amount of $250,000.00);

Second– the DIP Lender's Charge and the Interim Receiver's Borrowing Charge, on a pari passu basis.

42. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

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43. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property, (save and except the Excluded Property and Excluded Inventory), and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except for any secured creditor of the Company who did not receive notice of the application for this Order. The Company shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrances over which the Charges have not obtained priority pursuant to this Order.

44. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Company shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Charges, unless the Company also obtains the prior written consent of the Monitor and of the applicable chargee(s) entitled to the benefit of the Charges (collectively, the "**Chargees**"), or further Order of this Court.

45. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Company, and notwithstanding any provision to the contrary in any Agreement:

   (a) Neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Financing Agreement or the other Definitive Documents shall create or be deemed to constitute a breach by the Company of any Agreement to which it is a party;

(b) None of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Company entering into the DIP Financing Agreement, the creation of the Charges, or the execution, delivery or performance of the other Definitive Documents; and

(c) The payments made by the Company pursuant to this Order, the DIP Financing Agreement or the other Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

46. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Company's interest in such real property leases.

SERVICE AND NOTICE

47. **THIS COURT ORDERS** that the Monitor shall (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner by electronic means, a notice to every known creditor who has a claim against the Company of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

GENERAL

48. **THIS COURT ORDERS** that the Monitor, on behalf of the Company, may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

49. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from subsequently acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Company, the Business or the Property.

50. **THIS COURT ORDERS** that each of the Company 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.

Schedule "A"

Defined Terms

"**Excluded Inventory**" means inventory representing a value in the amount of USD2,500,000

"**Excluded Property**" means: (i) any and all Receivables and/or Financed Receivables, as such terms are defined pursuant to the RFA, together with all rights and remedies arising thereunder, insurance policies and proceeds resulting therefrom, and proceeds generally, and (ii) all Export Development Canada insurance policies or support in favor of HSBC,

"**HSBC**" means HSBC Bank Canada; and

"**RFA**" means the Trade Invoice Recourse Financing Facility Agreement between HSBC and Canada Fluorspar (NL) Inc., dated May 25, 2018, as amended.

ON

Appendix “B”

Execution Version

SHARE PURCHASE AGREEMENT

OF

CANADA FLUORSPAR INC.

CANADA FLUORSPAR (NL) INC.

NEWSPAR, a general partnership

CFI NEWSPAR HOLDINGS INC.

BY

[redacted]

DATED May 26, 2023

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SHARE PURCHASE AGREEMENT

This Agreement dated May 25, 2023 is made

B E T W E E N

Canada Fluorspar Inc. ("CFI")

Canada Fluorspar (NL) Inc.

Newspar, a general partnership

CFI Newspar Holdings Inc.

(collectively, the "**Acquired Entities**" and each an "**Acquired Entity**")

- and -

[redacted]

(the "**Purchaser**")

RECITALS

A. On February 21, 2022, Grant Thornton Limited ("**GTL**") was appointed as interim receiver and manager of the current and future assets, undertakings, and properties of CFI and Canada Fluorspar (NL) Inc., (in such capacity, the "**Interim Receiver**") by Order of the Supreme Court of Newfoundland and Labrador (the "**Court**").

B. On March 8, 2022, the Interim Receiver commenced proceedings (the "**CCAA Proceedings**") in respect of CFI and Canada Fluorspar (NL) Inc., pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") and obtained on March 11, 2022 an initial order under the CCAA (the "**Initial Order**") granted by the Court which appointed GTL as Court-appointed Monitor (the "**Monitor**") of CFI, Canada Fluorspar (NL) Inc. and Newspar, a general partnership, who was added to the proceedings by the Monitor, (CFI, Canada Fluorspar (NL) Inc. and Newspar, a general partnership, are collectively referred to as the "**Original Entities**" in the CCAA Proceedings) and provided the Monitor with enhanced powers under the CCAA, including the power to take any and all corporate governance actions for the Original Entities (among other powers).

C. On March 18, 2022, the Monitor on behalf of the Original Entities applied for and obtained an amended and restated Initial Order (the "**ARIO**"), which, among other relief, authorized the Monitor to market and sell the Original Entities, subject to approval of the Court. The ARIO has been further amended on June 10, 2022, August 30, 2022, October 12, 2022 and February 21, 2023, and may be further amended and restated from time to time. At all material times, GTL was confirmed as Court-appointed Monitor of the Original Entities.

D. The Monitor commenced the CCAA Proceedings in order to, *inter alia*, allow the Original Entities to seek creditor protection and for the Monitor to pursue a sale of the Original Entities, their business, assets, or shares, with a view to implementing a transaction which will allow the continuation of the business and operations of the Original Entities, as a going concern.

E. On February 10, 2023, the Monitor and the Purchaser executed a binding letter of intent (the "**LOI**") that, among other things, contemplated the possible acquisition by the Purchaser of 100% of the equity interests of the Original Entities, free and clear of all Encumbrances, conditional upon, among other things, the Court issuing the Approval and Reverse Vesting Order (the "**Transactions**").

F. On May 18, 2023, the Monitor applied for and obtained an order to add CFI Newspar Holdings Inc., as a party to the CCAA proceedings with the Original Entitles (CFI Newspar Holdings Inc., and the Original Entities are hereinafter collectively referred to as the "**Acquired Entities**").

G. The Purchaser and the Monitor, on behalf of the Acquired Entities, has agreed that the Transactions will be implemented pursuant to the terms of this Agreement, to be approved pursuant to the Approval and Reverse Vesting Order granted by the Court in the CCAA Proceedings.

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

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

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

"**Acquired Entity**" and "**Acquired Entities**" have the meaning given to them in the preamble of this Agreement.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any written or oral offer, proposal, inquiry or request for discussions or negotiations from any Person or group of Persons "acting jointly or in concert" (other than the Purchaser and its Affiliates) which contemplates, relates to or could reasonably be expected to lead to (in either case in one transaction or a series of transactions):

(a) any direct or indirect acquisition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as a purchase) of: (i) any Retained Assets; or (ii) any voting or equity securities or partnership interests of any of the Acquired Entities (or rights or interests therein or thereto);

(b) any direct or indirect take-over bid, issuer bid, exchange offer, treasury issuance or similar transaction that, if consummated, would result in a Person or joint actors beneficially owning any class of voting or equity securities or any other equity interests (including securities convertible into or exercisable or exchangeable for equity interests) of any of the Acquired Entities;

(c) a plan of arrangement, merger, amalgamation, consolidation, joint venture, partnership, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving any of the Acquired Entities;

(d) any other transaction or series of transactions, the consummation of which would or could reasonably be expected to prevent, impair, or materially interfere with, impede, or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits to the Purchaser under this Agreement; or

(e) any announcement or other disclosure of an intention to do any of the foregoing;

"**Administration Charge**" means the charge granted by the Court in the Order dated March 11, 2022.

"**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**" means this share purchase agreement and all the Exhibits and the Schedules attached hereto.

"**Agreement Affecting the Shares/Partnership Interests**" means, other than the rights of the Purchaser under this Agreement, any outstanding or authorized purchase agreements, options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or partnership interests in the Acquired Entities or obligating the Acquired Entities to issue or sell any shares or interests of, or any other interest in, the Acquired Entities, any voting trusts or agreements, pooling agreements, unanimous shareholder agreements, other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares or interests of the Acquired Entities, or any other like agreements that relate to the shares or interests of the Acquired Entities or that are exchangeable or convertible into shares or interests of the Acquired Entities.

"**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, (i) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order or other requirement having the force of law, (ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, the "**Law**") relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"**Approval and Reverse Vesting Order**" means an order of the Court in form and substance satisfactory to the Purchaser and Monitor, acting reasonably, in all material respects, substantially in the form of the draft order attached hereto as

Schedule 1.1(a) and otherwise acceptable to the Monitor on behalf of the Acquired Entities, and the Purchaser, each acting reasonably, which order shall, among other things, (i) authorize and approve this Agreement and the Transactions, (ii) vest out of the Acquired Entities and into ResidualCo all Excluded Assets, Excluded Contracts, and Excluded Liabilities and discharge all Claims, Liabilities and Encumbrances against the Acquired Entities (other than Permitted Encumbrances), including, without limitation, any and all Agreements Affecting the Shares/Partnership Interests; (iii) vest in and to the Purchaser the Purchased Shares free and clear of all Encumbrances (other than Permitted Encumbrances); (iv) confirm that the transfer of the Existing Interests and the issuance of the Subscription Shares to the Purchaser shall be effective notwithstanding the provisions of any Agreement Affecting the Shares/Partnership Interests, and any and all Agreements Affecting the Shares/Partnership Interests shall be cancelled and of no further force and effect; and (v) confirm that any and all shares, securities, warrants, options, equity interests and partnership interests in the Acquired Entities, if any, other than the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests, shall be cancelled and of no further force and effect, for no consideration, such that the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests shall represent 100% of the outstanding equity or partnership interests, as applicable, in the Acquired Entities as of the Closing Time.

"**Books and Records**" means the Financial Records and all other books, records, files and papers of the Acquired Entities including (i) drawings, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, (ii) the minute and share certificate books of the Acquired Entities, (iii) all records, data and information stored electronically, digitally or on computer-related media including all emails related to the Business, and (iv) all passwords and other log-in information related to the Business.

"**Business**" means the business carried on by the Acquired Entities at the time of commencing the CCAA Proceedings of exploration, acquisition, development, and production of the project referred to as the St. Lawrence Fluorspar Project located in St. Lawrence, Newfoundland and Labrador, Canada.

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

"**Cash Consideration**" has the meaning set out in Section 3.3.

"**CCAA**" has the meaning set out in Recital B.

"**CCAA Charges**" means the Administration Charge, the DIP Lender's Charge and the Interim Receiver's Borrowing Charge as defined in the Interim Receiver Order, the Initial Order and ARIO .

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

"**CFI**" has the meaning given to it in the preamble of this Agreement.

"**CFI Equity Interests**" has the meaning set out in Section 7.1(11)(a).

"**CFI Newspar Equity Interests**" has the meaning set out in Section 7.1(11)(c).

"**CFNL Equity Interests**" has the meaning set out in Section 7.1(11)(b).

"**Claim**" means any claim, chose in or cause of action, demand, suit, debt, obligation, Legal Proceeding, Liability, Damages, losses, costs, and expenses (including attorneys' fees) of every kind or nature whatsoever, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent.

"**Closing**" means the completion of the purchase and sale of the Purchased Shares in accordance with the provisions of this Agreement.

"**Closing Date**" means the Target Closing Date, which the Parties are expecting to be on June 9, 2023, or such earlier or later date as may be agreed to in writing by the Parties.

"**Closing Sequence**" has the meaning set out in Section 2.2.

"**Closing Time**" means the time of Closing on the Closing Date provided for in Section 6.1.

"**Confidential Information**" means, in relation to the Acquired Entities or a Party (the "**Discloser**"):

(a) all information, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form or otherwise, that the Discloser discloses to, or that is gathered by inspection by a Party (the "**Recipient**") or any of the Recipient's Representatives in the course of the Recipient's review of the Transactions contemplated by this Agreement, whether provided before or after the date of this Agreement, including information that contains or otherwise reflects information concerning the Discloser or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities, and specifically includes financial information, budgets, business plans, ways of doing business, business results, prospects, customer lists, forecasts, engineering reports, environmental reports, evaluations, legal opinions, names of venture partners and contractual parties, and any information provided to the Discloser by third parties under circumstances in which the Discloser has an obligation to protect the confidentiality of such information;

(b) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the Person preparing the same ("**Notes**");

(c) the existence and terms of this Agreement, except as may be required by the Monitor for review by the DIP Lenders and its advisors and senior secured creditors and its advisors or to be included in the motion materials to be filed in the CCAA Proceedings in support of the Approval and Reverse Vesting Order, *provided, however*, that if a copy of the Agreement is to be included in the motion materials it shall be redacted to protect such terms the Purchaser and the Monitor, acting reasonably, deems to be confidential in its sole discretion, acting reasonably;

(d) the fact that information has been disclosed or made available to the Recipient or the Recipient's Representatives; and

(e) the fact that discussions or negotiations are or may be taking place with respect to the Transactions, the proposed terms of the Transactions and the status of any discussions or negotiations under this Agreement;

but does not include any information that:

(f) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient's Representatives in breach of this Agreement;

(g) is or was received by the Recipient on a non-confidential basis from a source other than the Discloser or its Representatives if such source is not known to the Recipient to be prohibited from disclosing the information to the Recipient by a confidentiality agreement with, or a contractual, fiduciary, or other legal confidentiality obligation to, the Discloser; or

(h) was known by the Recipient prior to disclosure in connection with the Transactions contemplated by this Agreement and was not subject to any contractual, fiduciary, or other legal confidentiality obligation on the part of the Recipient.

"**Consent**" means any consent, approval, permit, waiver, ruling, exemption or acknowledgement from any Person (other than the Acquired Entities) which is provided for or required: (i) in respect of or pursuant to the terms of any Contract; or (ii) under any Applicable Law, in either case in connection with the sale of the Purchased Shares to the Purchaser on the terms contemplated in this Agreement, to permit the Acquired Entities to carry on the Business after Closing, or which is otherwise necessary to permit the Parties to perform their obligations under this Agreement, but does not include a Regulatory Approval.

"**Contracts**" means all pending and executory contracts, agreements, leases, and arrangements (whether oral or written) to which an Acquired Entity is a party or by which an Acquired Entity or any of its properties or assets or the Business is bound or under which an Acquired Entity has rights, including Premises Leases including, without limitation, those contracts, agreements, leases and agreements listed in Schedule "A".

"**Contribution Agreement**" means the contribution agreement in the form as set out in Exhibit "C".

"**Court**" has the meaning set out in Recital A.

"**Damages**" means any loss, cost, Liability, claim, interest, fine, penalty, assessment, damages available at law or in equity (including incidental, consequential, special, aggravated, exemplary or punitive damages), expense (including reasonable costs, fees, and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation) or diminution in value.

"**Deposit**" has the meaning set out in Section 3.1.

"**DIP Lenders**" means Bridging Finance Inc., Bridging Income Fund LP, Bridging Private Debt Institutional LP, Bridging Mid-Market Debt Fund LP, Bridging Private Debt Lending Master Fund I, LP (Cayman), Bridging SMA 1 LP. Bridging SMA 2 LP, and His Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Industry, Energy and Technology.

"**DIP Lender's Charge**" means the charge granted by the Court in the Order dated March 11, 2022.

"**Discloser**" has the meaning set out in the definition of Confidential Information.

"**Distribution Order**" means an order of the Court to be sought by the Monitor in the CCAA Proceedings that, among other things, authorizes the Monitor to distribute the net proceeds of the Cash Consideration to the creditors of the Acquired Entities in accordance with their relative priorities.

"**Employee**" means an individual who is employed by an Acquired Entity, whether on a full-time or part-time basis.

"**Encumbrances**" means all Claims, security interests (whether contractual, statutory, or otherwise), hypothecs, charges, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory or otherwise), reservations of ownership, easement, encroachment, servitude, royalties (including the Royalty Agreement), options, right of first offer or refusal, or similar right, restriction on voting, right of pre-emption, right or entitlement under any Agreement Affecting the Shares/Partnership Interests, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other adverse or legal or equitable 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: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court, including the CCAA Charges; and (ii) 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, but which, for greater certainty, excludes the Permitted Encumbrances.

"**Environment**" means:

(a) land, including without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures;

(b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters, and water in drains and sewers;

(c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and

(d) any living systems or organisms supported by the media set out in (a), (b), or (c) above.

"**Environmental Indemnity**" means the Environmental Indemnity dated September 22, 2011 among Her Majesty the Queen in Right of Newfoundland and Labrador, Canada Fluorspar (NL) Inc. and Arkema Spar NL Limited Partnership.

"**Environmental Law**" means all national, state, federal, regional, provincial or local laws, common law, statutes, ordinances, directives, regulations, notices, standards having force of law, relevant clean-up standards, judgements, decrees or orders, codes of practice, the requirements and conditions of all Environmental Permits, both express and implied covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the work place and process safety, or the generation, transportation, storage, treatment or disposal of any Hazardous Substances, as enacted, amended, replaced or supplemented from time to time.

"**Environmental Permits**" means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law .

"**Excluded Assets**" has the meaning set out in Section 4.1.

"**Excluded Contracts**" has the meaning set out in Section 4.1.

"**Excluded Liabilities**" has the meaning set out in Section 2.3(1).

"**Existing Interests**" means all of the common, preferred and any other shares or securities, options, rights or equity interests of all classes, including any convertible or exchangeable securities into such shares of CFI that are issued and outstanding immediately prior to the Closing Time, including, without limitation, the CFI Equity Interests.

"**Filing Date**" means March 11, 2022.

"**Financial Assurance**" means any and all rights to the $8,084,965 financial assurance currently held by the Government of Newfoundland and Labrador in relation to the current rehabilitation and closure plan, as contemplated by the *Mining Act* (Newfoundland and Labrador), of CFI in respect of the St. Lawrence Fluorspar Project located in St. Lawrence, Newfoundland and Labrador, Canada.

"**Financial Records**" means all of the Acquired Entities' books of account and other financial data and information, and includes all records, data and information stored electronically, digitally or on computer-related media.

"**Governmental Authority**" means:

(a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);

(b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

(c) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative, or similar functions; and

(d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

"**GTL**" has the meaning ascribed to it in Recital A.

"**Improvements**" means all buildings, fixtures, sidings, parking lots, roadways, structures, erections, fixed machinery, fixed equipment and appurtenances situate on, in, under, over or forming part of, any real property.

"**Income Tax Act**" means the *Income Tax Act*, R.S.C. 1985, 5th Supplement, as amended, and the regulations thereunder.

"**Information Technology**" means the computer hard drives, and any other computer and information technology equipment and systems owned, used, licenced or held by an Acquired Entity including all emails, back-ups, software and applications.

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

"**Intellectual Property**" means, as set out in Schedule "B", all rights to and interests in:

(a) all business names, trade names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses and other communications addresses used by an Acquired Entity in the Business;

(b) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application) used by an Acquired Entity in the Business;

(c) all industrial designs and applications for and registration of industrial designs, design patents and industrial design registrations used by an Acquired Entity in the Business;

(d) all trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks) and registrations and applications for registration of trade-marks and all trade dress, logos, slogans and brand names used by an Acquired Entity in the Business;

(e) all copyright in all works (including software programs and databases) and database rights and registrations and applications for registrations of copyright used by an Acquired Entity in the Business;

(f) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other drawings and manuals, technology, blue prints, research and development reports, agency agreements, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information used by an Acquired Entity in the Business;

(g) all other intellectual property rights throughout the world used by an Acquired Entity in carrying on, or arising from the operation of, the Business;

(h) all licenses granted by an Acquired Entity of the intellectual property listed in items (a) to (g) above;

(i) all future income and proceeds from any of the intellectual property listed in items (a) to (g) above and the licenses listed in item (h) above; and

(j) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in items (a) to (g) above and the licenses listed in item (h) above.

"**Interim Period**" means the period from the date of execution of this Agreement to the Closing Time.

"**Interim Receiver**" has the meaning set out in Recital A.

"**Knowledge of the Monitor**" means where any representation or warranty contained in this Agreement is qualified by knowledge of the Monitor, it will be deemed to refer to the actual knowledge of the Monitor, without making inquiries into matters that are the subject of the representation and warranties.

"**Law**" has the meaning set out in the definition of "Applicable Law".

"**Leased Premises**" means all real property that is leased, subleased, licensed, or otherwise occupied or used by a Person, including all Improvements thereon, therein or thereunder

"**Legal Proceeding**" means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory, or criminal, arbitration proceeding or other similar proceeding, before or by any court, tribunal or Governmental Authority, and includes any appeal or review thereof and any application for leave for appeal or review.

"**Liability**" means, with respect to any Person, any debt, liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**License**" means any license, permit, authorization, approval, or other evidence of authority issued or granted to, conferred upon, or otherwise created for, an Acquired Entity by any Governmental Authority related to the Business.

"**Licenses and Leases**" means any and all Licenses, leases (including all mining, mineral and surface leases), and authorizations issued by the Honourable Minister of Innovation, Energy and Technology and/or His Majesty the King in Right of Newfoundland and Labrador and/or the Lieutenant Governor in Council for the Province of Newfoundland and Labrador and/or The Honourable Minister of Government Services and Lands and/or

Department of Fisheries and Oceans, Environment Canada and Climate Change Canada or any other Governmental Authorities and in the name of the Acquired Entities related to the Business as of the date hereof, including, without limitation, those Licenses and Leases listed in Schedule "A".

"**LOI**" has the meaning set out in Recital E.

"**Material Adverse Change**" means, with respect to the Acquired Entities any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or would reasonably be expected to be, material and adverse to the condition (financial or otherwise), assets, liabilities (contingent or otherwise) or capitalization of the Acquired Entities, or will, or would reasonably be expected to, prevent, materially delay or materially impair the ability of the Acquired Entities to consummate the Transactions, other than any fact, state of facts, circumstance, change, effect, occurrence or event relating to or resulting from: (a) conditions affecting the mining industry generally in Canada, including, without limitation, changes in commodity prices, royalties, applicable Laws or Taxes; (b) any matter which has been publicly disclosed prior to the date hereof (including in any materials publicly filed by the Acquired Entities, including any materials filed as part of the CCAA Proceedings); or any changes in generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada, or any successor institute.

"**Monitor**" means GTL or any other Person appointed by the Court, solely in its capacity as monitor of the Acquired Entities, and shall include, as the context so requires GTL, in its capacity as monitor or trustee in bankruptcy of ResidualCo if appointed by the Court.

"**Monitor's Certificate**" means a certificate signed by the Monitor to be filed with the Court following Closing substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order confirming that (i) the Purchaser has paid, and the Monitor, for and on behalf of the Acquired Entities, has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Shares; and (ii) the Monitor has received written confirmation from CFI and the Purchaser that the conditions to be complied with at or prior to the Closing Time as set out in Sections 7.1 and 7.2, respectively, have been satisfied or waived by CFI or the Purchaser, as applicable, pursuant to Section 7.3.

"**Newspar Partnership Interests**" has the meaning set out in Section 7.1(11)(c).

"**Non-Capital Losses**" means the aggregate non-capital losses for the purposes of paragraph 111(1)(a) of the Income Tax Act of the Acquired Entities which arose from carrying on the Business prior to the Closing Time;

"**Notes**" has the meaning set out in paragraph (b) of the definition of Confidential Information.

"**Order**" means any order, directive, judgment, decree, injunction, decision, ruling, award, or writ of any Governmental Authority.

"**Outside Date**" means June 9, 2023 or such later date as the Parties may mutually agree in writing.

"**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and "**Parties**" means every Party.

"**Participation Agreement**" means the Positive Free Cash Flow Sharing Agreement in the form set out in Exhibit B attached hereto.

"**Permitted Encumbrances**" has the meaning given to it in the Approval and Reverse Vesting Order.

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators, or other legal representatives of an individual in such capacity.

"**Post-Filing**" means the period after and including the Filing Date.

"**Post-Filing Tax Obligations**" has the meaning given to it in Section 8.3.

"**Premises Lease**" means a lease, an agreement to lease, a sublease, a license agreement and an occupancy or other agreement under which an Acquired Entity has the right, or has granted another Person the right, to use or occupy any Leased Premises.

"**Purchased Shares**" means the Existing Interests and the Subscription Shares purchased and subscribed for, respectively, by the Purchaser pursuant to the terms of this Agreement.

"**Purchaser**" has the meaning given to it in the preamble of this Agreement.

"**Purchase Price**" has the meaning set out in Section 3.2.

"**Receiver's Borrowing Charge**" means the charge granted by the Court in the Order dated February 21, 2022.

"**Recipient**" has the meaning set out in the definition of Confidential Information.

"**Regulatory Approval**" means any approval, Consent, ruling, authorization, notice, permit or acknowledgement that may be required from any Person pursuant to Applicable Law or under the terms of any License or the conditions of any Order in connection with the sale of the Purchased Shares to the Purchaser on the terms contemplated in this Agreement, to permit the Acquired Entities to carry on the Business after Closing or which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.

"**Representative**" when used with respect to a Party, including the DIP Lenders, means each director, officer, employee, agent, consultant, adviser, and other representative of that Party who is involved in the Transactions contemplated by this Agreement, including, without limitation, potential financiers of the Purchaser.

"**ResidualCo**" means a corporation to be incorporated by the Monitor in advance of Closing, to which the Excluded Assets, Excluded Contracts and Excluded Liabilities will be transferred to as part of the Closing Sequence.

"**Resource-Related Tax Attributes**" means the cumulative Canadian exploration expense for purposes of section 66.1 of the Income Tax Act and the cumulative Canadian development expense for purposes of section 66.2 of the Income Tax Act of the Acquired Entities which arose from carrying on the Business prior to the Closing Time.

"**Retained Assets**" means all assets of the Acquired Entities that are not Excluded Assets or Excluded Contracts, including, without limitation, the following:

(a) the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests;

(b) any Contracts to be retained as set out in Schedule "A"

(c) Books and Records;

(d) the Tradename;

(e) the Environmental Indemnity;

(f) all deposits of the Acquired Entities with any supplier, public utility, or lessor under any lease;

(g) the Information Technology;

(h) all property, plant, machinery, equipment, motor vehicles, furnishings, furniture, displays and signage, parts, dies, molds, tooling, tools, computer hardware, supplies, accessories, office equipment and other tangible personal and moveable property (other than inventory) owned by the Acquired Entities for use in or relating to the Business and, to the extent transferable, all rights of the Acquired Entities under warranties, indemnities, licenses, and all similar rights of the Acquired Entities with respect to the equipment, fixed assets and tangible assets referenced herein;

(i) any claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Acquired Entities as plaintiff related to the Business;

(j) all legal and title opinions relating to the Business including all legal advice and correspondence related to the Business;

(k) all claims, actions or other rights the Acquired Entities may have for insurance coverage under any past or present policies and insurance contracts or agreements insuring the Business;

(l) the Tax Returns;

(m) all Tax attributes of the Acquired Entities including, for greater certainty, the Non-Capital Losses and the Resource-Related Tax Attributes;

(n) the Financial Assurance;

(o) the Licenses and Leases;

(p) title to and all rights, leases, permits, easements, usage and any other rights related to the Blue Beach marine terminal;

(q) the Intellectual Property;

(r) all other assets required in connection with or related to the operation of the Business;

(s) the non-exhaustive list of assets listed in Schedule C;

(t) any and all assets not included as Excluded Assets or Excluded Contracts or rights related to the Excluded Liabilities; and

(u) any other asset designated by the Purchaser and Monitor, acting reasonably, as a Retained Asset prior to the delivery of the Monitor's Certificate.

"**Retained Liabilities**" means (a) any and all Liabilities relating to the Licenses and Leases incurred or arising after the Closing; and (b) any and all Liabilities relating to the Retained Assets incurred or arising after the Closing.

"**Royalty Agreement**" means the Option Agreement dated November 23, 2015, as amended, between Newfoundland Fluorspar Exploration Ltd. and Canada Fluorspar (NL) Inc. and the resulting royalty granted under such agreement.

"**Subscription Agreement**" means the form of subscription agreement set out in Exhibit A.

"**Subscription Amount**" has the meaning set out in Section 2.2(2).

"**Subscription Shares**" has the meaning set out in Section 2.2(2).

"**Target Closing Date**" means the third Business Day following the issuance of the Approval and Reverse Vesting Order.

"**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, mining, 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 anti-dumping, and all employment insurance, health insurance and governmental pension plan premiums or contributions.

"**Tax Returns**" means all returns (including information 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 an Acquired Entity.

"**Terminated Employees**" means those individuals employed by the Acquired Entities whose employment will be terminated by the applicable Acquired Entity prior to Closing.

"**Threatened**" when used in relation to a Legal Proceeding or other matter, means that a demand or statement (oral or written) has been made or a notice (oral or written) has been given that a Legal Proceeding or other matter is to be asserted, commenced, taken or otherwise pursued in the future or that an event has occurred or circumstances exist that would lead a reasonable Person to conclude that a Legal Proceeding or other matter is likely to be asserted, commenced, taken or otherwise pursued in the future.

"**Tradename**" means the exclusive right to have and use the name "Canada Fluorspar Inc." and any variations thereof.

"**Transactions**" has the meaning set out in Recital E.

"**Transaction Documents**" means all legally binding agreements, including this Agreement, the Subscription Agreement, the Participation Agreement, and the Contribution Agreement, to be entered into by the Parties and other Persons prior to the Acquired Entities seeking the Approval and Reverse Vesting Order from the Court.

1.2 Certain Rules of Interpretation

In this Agreement:

(a) *Accounting Principles*. Whenever in this Agreement reference is made to generally accepted accounting principles, or to GAAP, such reference shall be deemed to be to generally accepted accounting principles in effect from time to time as set forth in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with Accounting Standards for Private Enterprises, at the relevant time, applied on a consistent basis.

(b) *Currency and Payment Obligations.* Except as otherwise expressly provided in this Agreement:

(i) all dollar amounts referred to in this Agreement are stated in Canadian Dollars (CAD);

(ii) any payment contemplated by this Agreement shall be made by wire transfer of immediately available funds to an account specified by the payee, by cash, by certified cheque or by any other method that provides immediately available funds; and

(iii) except in the case of any payment due on the Closing Date, any payment due on a particular day must be received by and be available to the payee not later than 2:00 p.m. on the due date at the payee's address for notice under Section 10.5 or such other place as the payee may have specified in writing to the payor in respect of a particular payment and any payment made after that time shall be deemed to have been made and received on the next Business Day.

(c) *Action on Non Business Days.* If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

(d) *Calculation of Time.* In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Newfoundland and Labrador time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Newfoundland and Labrador time on the next succeeding Business Day.

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

(f) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(g) *Section References.* Unless the context requires otherwise, references in this Agreement to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits of this Agreement.

(h) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(i) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

(j) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(k) *No Strict Construction.* The language used in this 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.

(l) *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.

1.3 Entire Agreement

This Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise with respect to the subject matter of this Agreement including the LOI. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, and any document required to be delivered pursuant to this Agreement. This Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceedings involving this Agreement.

1.4 Schedules and Exhibits

The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule "A"	Licenses and Leases / Contracts
Schedule "B"	Intellectual Property

Schedule "C"	Retained Assets
Schedule "D"	Corporate Chart CFI
Schedule 1.1(a)	Approval and Reverse Vesting Order
Schedule 2.2(1)	Excluded Liabilities
Schedule 4.1	Excluded Assets & Excluded Contracts
Schedule 5.1(5)	Environmental Permits
Exhibit "A"	Subscription Agreement
Exhibit "B"	Participation Agreement
Exhibit "C"	Contribution Agreement

ARTICLE 2
PURCHASE OF PURCHASED SHARES

2.1 Agreement to Purchase and Sell Purchased Shares

Subject to the terms of this Agreement and the Approval and Reserve Vesting Order, the Parties agree that CFI shall sell, and the Purchaser shall purchase, the Purchased Shares, free and clear of any and all Encumbrances (other than Permitted Encumbrances).

2.2 Closing Sequence

At the Closing Time, the Closing shall take place in the following sequence (the "**Closing Sequence**"):

(1) Payment of Cash Consideration: The Purchaser shall pay the unpaid balance of the Cash Consideration to be held in escrow by the Monitor, on behalf of the Acquired Entities, and the aggregate Cash Consideration shall be dealt with in accordance with this Closing Sequence.

(2) Contribution of Subscription Amount: The amount of [redacted] (the "**Subscription Amount**") shall be contributed to CFI by way of a subscription by the Purchaser of additional common shares of CFI (the "**Subscription Shares**").

(3) Reverse Vesting: The Acquired Entities shall be deemed to transfer to ResidualCo the Subscription Amount, Excluded Assets, Excluded Contracts and Excluded Liabilities, in accordance with the Approval and Reverse Vesting Order.

(4) Acquisition of the Existing Interests: The Purchaser shall acquire the Existing Interests free and clear of all Encumbrances (other than Permitted Encumbrances), which transfer shall be effective notwithstanding the provisions of any Agreement Affecting the Shares/Partnership Interests for consideration equal to the Purchase Price.

(5) Issuance of Subscription Shares: CFI shall issue to Purchaser, and Purchaser shall subscribe from CFI the Subscription Shares, free and clear of all Encumbrances (other than Permitted Encumbrances), which issuance shall be effective notwithstanding the provisions of any Agreement Affecting the Shares/Partnership Interests for consideration equal to the Subscription Price.

(6) Cancellation of the remaining Equity Interests: Any and all shares, securities, equity interests and partnership interests in the Acquired Entities (for greater certainty, not including the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests) that remain issued and outstanding immediately after Steps 3-5 (if any) shall be cancelled and of no further force and effect, for no consideration, such that the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests shall represent 100% of the outstanding equity or partnership interests, as applicable, in the Acquired Entities as of the Closing Time.

(7) Warrants and Options Extinguished. Any and all warrants and options in the Acquired Entities (for greater certainty, not including the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests) that remain issued and outstanding immediately after Step 3-5 (if any), and any and all Agreements Affecting the Shares/Partnership Interests, shall be deemed cancelled and extinguished without any Liability, payment or other compensation in respect thereof, and any and all Claims with respect to the equity and partnership interests of the Acquired Entities, or any and all Agreements Affecting the Shares/Partnership Interests, shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any Liability, payment or other compensation in respect thereof.

(8) Termination of Employees. The Monitor shall terminate all Employees but one (1) prior to closing. The remaining employee shall be [redacted]

(9) Distribution of Cash Consideration. The net proceeds of the Cash Consideration shall be released from escrow, but shall continue to be held by the Monitor on ResidualCo's behalf. Upon filing of the Monitor's Certificate, the Monitor shall cause the proceeds of the Cash Consideration to be distributed in accordance with the Distribution Order, or further order of the Court.

The Purchaser 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 Acquired Entities and/or its applicable stakeholders will benefit from as part of the Transactions.

The Parties agree that the Closing Sequence, payment of the Cash Consideration, and the structure of the Transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.

2.3 Treatment of Retained Assets and Retained Liabilities; and Excluded Liabilities, Excluded Assets and Excluded Contracts

(1) Pursuant to the Approval and Reverse Vesting Order on the Closing Date:

(a) the Purchased Shares shall be transferred and issued to the Purchaser free and clear of all Encumbrances (other than Permitted Encumbrances);

(b) the Acquired Entities 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 following the Closing Time;

(c) all debts, obligations, Encumbrances (except for Permitted Encumbrances) 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 the Acquired Entities or relating to any Retained Assets as at the Closing Time, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule 2.2(1) and all Liabilities relating to or under the Excluded Assets and Excluded Contracts, any and all liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions hereunder and to which the Acquired Entities may be bound as at Closing, and any and all liabilities for Employees whose employment with CFI or its Affiliates is terminated on or before Closing, including the Terminated Employees (collectively, the "**Excluded Liabilities**") shall be excluded and will no longer be binding on the Acquired Entities or the Retained Assets following the Closing Time;

(d) the Excluded Liabilities shall be transferred and assigned to and assumed in full by ResidualCo in accordance with and as further described in Article 4, and the Acquired Entities and its assets, undertakings, Business and properties shall be discharged of such Excluded Liabilities; and

(e) all Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo and the Cash Consideration and the Excluded Assets and Excluded Contracts, if any, shall be available to satisfy such Claims and there shall be no recourse in any manner against the Purchaser and the Acquired Entities in respect of such Claims.

(2) Pursuant to and in accordance with the Approval and Reverse Vesting Order and for the avoidance of doubt, at the Closing Time and after completion of the Closing Sequence, the Purchaser will be the sole registered and beneficial owner of the Purchased Shares, with good and valid title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), and Canada Fluorspar (NL) Inc., Newspar, a general partnership, and

CFI Newspar Holdings Inc. shall be wholly owned, directly or indirectly, by the Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances).

2.4 Right to Modify Designations with Consent of the Monitor

(1) At any time on or prior to the day that is two (2) day prior to the Closing Date, or if otherwise directed by the Court, the Purchaser may, with the consent of Monitor, such consent not to be unreasonably withheld or delayed, elect to:

(a) exclude any assets, properties, or undertakings of the Acquired Entities from the Retained Assets, and add such assets, properties or undertakings to the Excluded Assets or Excluded Contracts, and vice versa; and/or

(b) exclude any Liability from the Excluded Liabilities and add such Liability to the Retained Liabilities, and vice versa,

provided that no changes to the Retained Assets, Retained Liabilities, Excluded Liabilities, Excluded Assets and Excluded Contracts pursuant to this Section shall modify the Purchase Price.

ARTICLE 3
PURCHASE PRICE AND SUBSCRIPTION AMOUNT

3.1 Deposit

The Purchaser has, prior to the execution of this Agreement, paid or caused to be paid by way of wire transfer to the Monitor, the sum of [redacted] as a good faith non refundable deposit to be applied against the Cash Consideration required at Closing (the "**Deposit**") and the Monitor acknowledges receipt and payment of such Deposit.

3.2 Purchase Price and Subscription Amount

(1) The Subscription Amount is the amount payable by the Purchaser to the Monitor, on behalf of CFI, for the subscription of the Subscription Shares.

(2) The aggregate consideration payable by the Purchaser to the Monitor, on behalf of CFI, for the Existing Interests is an amount equal to [redacted] (the "**Purchase Price**").

3.3 Payment of the Subscription Amount and the Purchase Price

The Subscription Amount and the Purchase Price shall be satisfied at the Closing Time by (i) the Deposit; (ii) the payment in cash by the Purchaser by wire transfer, certified cheque, bank draft or other means of immediately available funds in the amount of [redacted] and (iii) the delivery of $1.00 to the Monitor, on behalf of CFI, in cash (together with (i) and (ii), the "**Cash Consideration**"), all which shall be held by the Monitor on behalf of the Acquired Entities.

In addition to the Purchase Price, the Participation Agreement will be entered into for the benefit of Bridging Finance Inc.

ARTICLE 4
TRANSFER OF EXCLUDED ASSETS, CONTRACTS AND LIABILITIES

4.1 Transfer of Excluded Assets and Excluded Contracts to ResidualCo

On the Closing Date, the Acquired Entities shall retain all of the Retained Assets, with the exception of the excluded assets (the "**Excluded Assets**") and excluded contracts (the "**Excluded Contracts**") each as set out and defined in Schedule 4.1 which shall be transferred and assigned to and assumed by ResidualCo or shall be vested in ResidualCo on or before the Closing Time, in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order.

4.2 Transfer of Excluded Liabilities to ResidualCo

At or before the Closing Time, the Excluded Liabilities shall have been transferred and assigned to and assumed by ResidualCo, in accordance with the Closing Sequence and pursuant to the Approval and Reserve Vesting Order. Notwithstanding any other provision of this Agreement, neither the Purchaser nor the Acquired Entities shall assume or have any Liability for any of the Excluded Liabilities, Excluded Assets or Excluded Contracts, and all Excluded Liabilities shall be discharged from the Acquired Entities and its assets, undertakings, Business and properties from and after the Closing Time.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Acquired Entities

Subject to the issuance of the Approval and Reverse Vesting Order and the Knowledge of the Monitor, the Acquired Entities and the Monitor hereby represent and warrant to and in favour of the Purchaser as set out below, and acknowledge that, as of the Closing Time, the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Acquired Entities set out in this Section 5.1:

(1) *Authority; Incorporation and Power.* The Monitor is authorized pursuant to the Initial Order, the ARIO (including any amendments thereto) and subject to the granting of the terms of the Approval and Reverse Vesting Order to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations hereunder and under all such other agreements and instruments.

(2) *Existence and Good Standing.* Within three Business Days prior to Closing, the Monitor shall cause the Acquired Entities to be validly existing and in good standing under the laws of the jurisdictions of their incorporation or organization.

(3) *Enforceability.* Subject to the Approval and Vesting Order having been issued, this Agreement constitutes a legal, valid, and binding obligation of the Acquired Entities and

the Monitor enforceable against each Acquired Entity and the Monitor in accordance with its terms.

(4) *Legal Proceedings.* There is no Legal Proceeding in progress, pending, or, to the Knowledge of the Monitor, Threatened against or affecting the Acquired Entities, and there are no grounds on which any such Legal Proceeding might be commenced and there is no Order outstanding against or affecting the Acquired Entities which, in any such case, affects adversely or might affect adversely the ability of the Monitor and the Acquired Entities to enter into this Agreement or to perform its obligations hereunder.

(5) *Absence of Conflict.* The execution, delivery and performance of this Agreement by the Monitor and the Acquired Entities and the completion of the Transactions contemplated by this Agreement do not and will not result in or constitute any of the following:

(a) a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach, or violation of any of the terms, conditions or provisions of the articles or by-laws of the Acquired Entities; or

(b) the violation of any Applicable Law.

(6) *Consents, Regulatory Approvals.* No Consent or Regulatory Approval or filing with, notice to, or waiver from any Governmental Authority is required to be obtained or made by the Monitor or Acquired Entities in connection with the execution and delivery of, and performance by the Monitor and Acquired Entities of their obligations under, this Agreement or the consummation of the Transactions contemplated hereby.

(7) *Value of Combined Assets.* [redacted].

(8) *Authorized and Issued Capital and Title to Existing Interests.* Immediately prior to the Closing Time, all the issued and outstanding equity shares and interests in the capital of the Acquired Entities shall be as set out in Section 7.1(11) and, after the Closing Time, the Purchaser will be the sole registered and beneficial owner of the Purchased Shares, with good and valid title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to and in accordance with the Approval and Reverse Vesting Order, and Canada Fluorspar (NL) Inc., Newspar, a general partnership, and CFI Newspar Holdings Inc. shall be wholly owned, directly or indirectly, by the Purchaser.

(9) *Corporate Chart.* Attached as Schedule "D" is a corporate chart setting out all of CFI's direct and indirect wholly-owned subsidiaries on Closing.

(10) *Employees.* As per the Closing Sequence the Monitor shall terminate all Employees but one (1) prior to closing. The remaining employee shall be Darrin Kitchen.

(11) *Environmental Permits.* The Monitor has set out all Environmental Permits issued to the Acquired Entities in Schedule 5.1(5).

5.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Acquired Entities and acknowledges that the Acquired Entities are relying upon the representations and warranties in connection with the Transaction as follows:

(1) *Incorporation and Corporate Power.* The Purchaser is a corporation incorporated, organized, and subsisting under the laws of the jurisdiction of its incorporation. The Purchaser has the corporate power, authority, and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under this Agreement and under all such other agreements and instruments.

(2) *Authorization by Purchaser.* The execution and delivery of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the Transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.

(3) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

(4) *Legal Proceedings.* There is no Legal Proceeding in progress, pending, or, to the knowledge of the Purchaser, Threatened against or affecting the Purchaser, and there are no grounds on which any such Legal Proceeding might be commenced and there is no Order outstanding against or affecting the Purchaser which, in any such case, affects adversely or might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder.

(5) *Absence of Conflict.* The execution, delivery and performance of this Agreement by the Purchaser and the completion of the Transactions contemplated by this Agreement do not and will not result in or constitute any of the following:

   (a) a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach, or violation of any of the terms, conditions or provisions of the articles or by-laws of the Purchaser; or

   (b) the violation of any Applicable Law.

(6) *Consents, Regulatory Approvals.* No Consent or Regulatory Approval or filing with, notice to, or waiver from any Governmental Authority is required to be obtained or made by the Purchaser in connection with the execution and delivery of, and performance by the Purchaser of its obligations under, this Agreement or the consummation of the Transactions contemplated hereby.

(7) *Value of Purchaser Assets.* The Purchaser does not have assets or annual gross revenues from sales in Canada as determined in accordance with the *Competition Act* (Canada) and the regulations thereunder.

(8) *Investment Canada Act.* The Purchaser is a "non-Canadian" within the meaning of the ICA.

5.3 Commissions

Each Party represents and warrants to the other Party that such other Party will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, that Party.

5.4 As is, Where is

The representations and warranties of the Acquired Entities and the Monitor shall survive the Closing Time on the Closing Date, provided, however, that the Purchaser's recourse for any breach or inaccuracy for such representation and warranties shall be against ResidualCo. The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Shares shall be sold and delivered to the Purchaser on an "as is, where is" basis, 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 title, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever. The Purchaser has conducted to its satisfaction and has relied on such independent searches, investigations, reviews and inspections of the Acquired Entities, the Purchased Shares, the Retained Assets and the Retained Liabilities as it deemed appropriate, and based thereon, has determined to proceed with the Transactions. The obligations of the Purchaser under this Agreement are not conditional upon any additional due diligence. The provisions of this section 5.4 shall survive and not merge on Closing.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Pre-Closing

The Purchaser and the Monitor on behalf of the Acquired Entities shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Closing. The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

6.2 Closing

The Closing shall take place virtually whereby required executed closing deliverables are circulated by electronic mail in pdf format on the Closing Date, in accordance with the Closing Sequence, and released at such time and pursuant to such protocols and confirmations as the Parties may agree.

6.3 Acquired Entities' Closing Deliveries

At the Closing, the Acquired Entities shall deliver or cause to be delivered to the Purchaser the following documents:

(a) a true copy of the Approval and Reverse Vesting Order, as issued and entered by the Court;

(b) an executed copy of the Monitor's Certificate, to be held in escrow by the Purchaser pending confirmation from the Monitor that the Closing Time has occurred;

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

(d) the Books and Records and corporate seal of the Acquired Entities, to the extent applicable, which shall include (i) share certificate representing the CFNL Equity Interests, and (ii) share certificate in respect of the CFI Newspar Equity Interests;

(e) a bring-down certificate executed by each of the Acquired Entities dated as of the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, certifying that (i) all of the representations and warranties of each of the Acquired Entities and the Monitor hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by each of the Acquired Entities at or prior to Closing have been complied with or performed by the Acquired Entities in all material respects;

(f) duly executed Subscription Agreement;

(g) confirmation that the Monitor shall apply $400,000.00 from the Cash Consideration in order to pay out and terminate the Royalty Agreement within 5 Business Days after Closing;

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

6.4 Purchaser's Closing Deliveries

At the Closing, the Purchaser shall deliver or cause to be delivered to the Acquired Entities the following documents and payments:

(a) the payment referred to in Section 3.3, which shall be made to the Monitor;

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

(c) a bring-down certificate executed by a senior officer of the Purchaser dated as of the Closing Date, in form and substance satisfactory to the Acquired Entities, acting reasonably, certifying that (i) all of the representations and warranties of the Purchaser hereunder remain true and correct in all material respects as of the Closing Date as if made on and as of such date or, if made as of a date specified therein, as of such date, and (ii) all of the terms and conditions set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all material respects

(d) duly executed Participation Agreement, Subscription Agreement and Contribution Agreement; and

(e) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Acquired Entities to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Acquired Entities, acting reasonably.

ARTICLE 7
CONDITIONS OF CLOSING

7.1 Purchaser's Conditions

The Purchaser shall not be obligated to complete the Transactions pursuant to this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 7.1 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part. The Monitor on behalf of Acquired Entities shall take all such actions, steps and proceedings as are reasonably within their control as may be necessary to ensure that the conditions listed below in this Section 7.1 are fulfilled at or before the Closing Time.

(1) *Court Approval.* The Approval and Reverse Vesting Order shall have been issued and entered by the Court, shall not have been appealed, set aside, varied or stayed within the applicable appeal period, or if the Approval and Reserve Vesting Order has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay the Approval and Reserve Vesting Order, all such appeals and motions shall have been finally dismissed.

(2) *Deliverables.* The Monitor on behalf of the Acquired Entities shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.3.

(3) *Representations and Warranties.* Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this

Agreement, the representations and warranties of the Acquired Entities and the Monitor in Section 5.1 shall be true and correct in all material respects: (i) as at the Closing as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(4) *Closing Sequence.* The Acquired Entities shall have completed the Closing Sequence that is required to be completed prior to Closing, in form and substance reasonably acceptable to Purchaser, acting reasonably.

(5) *No Agreements Affecting Shares/Partnership Interests.* There shall be no outstanding or authorized Agreement Affecting the Shares/Partnership Interests.

(6) *No Royalty Agreements:* There shall be no outstanding royalty or option agreements related to the Business, and the Purchaser shall have received evidence in writing from the Monitor that the Royalty Agreement has been terminated.

(7) *Compliance.* The Acquired Entities shall have performed and complied with all of the terms and conditions in this Agreement on their part to be performed or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.3 and elsewhere in this Agreement.

(8) *Litigation.* No legal or regulatory action or proceeding shall be pending or Threatened by any Governmental Authority to enjoin, restrict or prohibit the Transactions.

(9) *Injunctions.* There shall not be in effect, pending or Threatened any injunction against closing the Transactions.

(10) *Monitor's Certificate.* The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all other conditions to Closing have either been satisfied or waived by both the Purchaser and the Acquired Entities.

(11) *Authorized Capital.* The authorized capital of the Acquired Entities immediately prior to the Closing Time shall consist of:

(a) Unlimited number of common shares of CFI, of which302,521,179common shares have been validly issued and are outstanding as fully paid and non-assessable, as follows: (i) CF Investments S. a.r.l is the registered holder of 301,646,179 common shares (ii) Stifel Nicolaus & Co., Inc. as custodian of IRA #75368057 FBO Lindsay Gorrill is the registered holder of 475,000 common shares; (iii) Bill Dobbs is the registered holder of 100,000 common shares, (iv) Casey Walsh is the registered holder of 100,000 common shares, (v) George Furey is the registered holder of 25,000 common shares, (vi) Leo Power is the registered holder of 100,000 common shares and (vii) Dr. Andrew Furey Professional Medical Corporation is the registered holder of 75,000 common shares (the "**CFI Equity Interests**");

(b) Unlimited number of common shares of Canada Fluorspar (NL) Inc., of which 57,555,751 common shares have been validly issued and are outstanding as fully paid and non-assessable, as follows: (i) CFI, is the registered holder of 57,555,751 common shares (the "**CFNL Equity Interests**");

(c) Unlimited number of common shares of CFI Newspar Holdings Inc., of which one (1) common share has been validly issued and outstanding as fully paid and non- assessable, as follows; (i) Canada Fluorspar (NL) Inc., is the registered holder of one (1) common share (the "**CFI Newspar Equity Interests**"); and

(d) 100% partnership interest in Newspar, a general partnership, of which 100% has been validly issued and are outstanding, as follows (i) Canada Fluorspar (NL) Inc., the registered holder of 99.999% interest in the partnership and (ii) CFI Newspar Holdings Inc., the registered holder of 0.001% partnership interest in the partnership (the "**Newspar Partnership Interests**").

(12) *Executed Agreements.* The Purchaser shall have received a duly executed and binding Contribution Agreement and Participation Agreement from the respective counter-parties.

(13) *No Material Adverse Change.* Between the date hereof and the Closing Time, there shall not have occurred and be continuing any Material Adverse Change with respect to the Acquired Entities or the Business.

(14) *Terminated Employees.* The Acquired Entities shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, 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 Purchaser and transferred to ResidualCo.

7.2 Acquired Entities' Conditions.

The Monitor on behalf of each Acquired Entity shall not be obligated to complete the Transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 7.2 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Acquired Entities and may be waived by the Acquired Entities in whole or in part. The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed below in this Section 7.2 are fulfilled at or before the Closing Time.

(1) *Court Approval.* The Approval and Reverse Vesting Order shall have been issued and entered by the Court, shall not have been appealed, set aside, varied or stayed within the applicable appeal period, or if the Approval and Vesting Order has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay the Approval and Reverse Vesting Order, all such appeals and motions shall have been finally dismissed.

(2) *Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Monitor on behalf of the Acquired Entities at the Closing all the documents contemplated in Section 6.4.

(3) *Representations and Warranties.* The representations and warranties of the Purchaser in Section 5.2 shall be true and correct at the Closing.

(4) *Purchaser's Compliance.* The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Acquired Entities at the Closing all the documents contemplated in Section 6.4 and elsewhere in this Agreement.

7.3 Outside Date

The Closing Date shall occur on or before June 9, 2023 (the "**Outside Date**"), provided that prior to such date the Purchaser may elect to extend the Outside Date by providing notice to the Acquired Entities and the Monitor if any of the conditions to closing set out in Section 7.1 are not satisfied or waived by the Purchaser and the Parties are working in good faith to satisfy such conditions. The Outside Date may also be extended by mutual written agreement of the Parties. The Parties acknowledge that an extension of the Outside Date may result in an increase to the Deposit.

7.4 Non-Satisfaction of Conditions

Subject to Section 7.3, if any condition set out in Section 7.1 and 7.2 is not satisfied or performed prior to the Outside Date, the Party for whose benefit the condition is inserted may:

(1) 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

(2) elect to terminate this Agreement, in which case none of the Parties shall be under any further obligation to the others to complete the Transactions, except that if this Agreement is terminated by a Party because of a breach of this 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 Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired and except with respect to provisions remaining in effect pursuant to Section 9.2.

7.5 Monitor's Certificate.

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, an executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from each Party that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received. Upon such confirmation being given, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

ARTICLE 8
COVENANTS

8.1 Covenants Regarding Non-Solicitation

(1) Subject to the Orders and the discretion of the Court, the Monitor on behalf of the Acquired Entities shall immediately cease and cause to be terminated all existing solicitations, discussions and negotiations (including, without limitation, through any of its Representatives), if any, with any third parties other than the Purchaser, initiated on or before the date of this Agreement with respect to any actual or potential Acquisition Proposal. The Monitor shall immediately discontinue, and shall cause its Representatives to discontinue, access to any of their Confidential Information and not allow or establish access to any of their Confidential Information, or any data room, virtual or otherwise, other than with respect to Excluded Assets, Excluded Contracts, and Excluded Liabilities.

(2) The Monitor on behalf of the Acquired Entities shall not, directly or indirectly, do or authorize or permit any of its Representatives to do any of the following:

(a) solicit, initiate, encourage or facilitate any inquiries, proposals or offers, whether publicly or otherwise, regarding an actual or potential Acquisition Proposal;

(b) encourage or participate in any negotiations or discussions with any other person regarding an actual or potential Acquisition Proposal, or furnish information or provide access to any other person any information with respect to the Acquired Entities' securities, business, properties, operations or condition (financial or otherwise) in connection with, or in furtherance of, an actual or potential Acquisition Proposal; or

(c) accept, recommend, approve, agree to endorse or propose to accept, recommend, approve, agree to endorse or enter into an agreement to implement any Acquisition Proposal or otherwise take any action that could reasonably be expected to lead to an Acquisition Proposal.

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

8.2 Motion for Approval and Reverse Vesting Order

(1) The Monitor shall bring a motion for the Approval and Reverse Vesting Order as soon as practicable after the execution of this Agreement. The Monitor shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser shall cooperate with the Monitor in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order.

(2) The Monitor shall provide the Purchaser and its counsel with a copy of the form of Approval and Reverse Vesting Order, and all non-confidential court materials to be filed in the CCAA Proceedings in connection with this Agreement and the Transaction contemplated hereunder, ,

(3) The Monitor shall inform and provide the Purchaser with copies of responses or objections received by it relating to this Agreement or the Transactions contemplated hereunder as soon as reasonably practicable in the event the Monitor or its counsel have reason to believe the Purchaser has not already received copies of the same.

(4) Without limiting the provisions of Article 8 hereof, if the Approval and Reverse Vesting Order, or any other Orders of the Court relating to this Agreement or the Transactions contemplated hereunder shall be appealed, or a motion seeking to set aside or vary such Orders or seeking a stay or injunction preventing the consummation of the Transactions contemplated hereunder shall be filed, the Monitor agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and the Purchaser agrees to use its commercially reasonable efforts to cooperate in such efforts.

8.3 Tax Matters

(1) The Acquired Entities shall be responsible for all Taxes owed or owing or accrued due by the Acquired Entities in respect of the period commencing on the Filing Date and ending on the Closing Date (the "**Post-Filing Tax Obligations**"), if any.

(2) All Taxes owed or owing or accrued due by the Acquired Entities prior to the Filing Date, and which remain unpaid as of the Closing Time, shall be transferred to, assumed by, and vested in ResidualCo as Excluded Liabilities.

(3) Prior to Closing, the Acquired Entities shall provide evidence to the Purchaser that all such Post-Filing Tax Obligations have been paid in full to the relevant Governmental Authority or that sufficient cash reserves will be held by the Acquired Entities at Closing to pay all such Post-Filing Tax Obligations in full post-Closing. To the extent that any Post-Filing Tax Obligations remain outstanding and the Acquired Entities will have insufficient cash reserves to cover such obligations at Closing, the Acquired Entities shall provide an irrevocable direction to the Purchaser (the "**Tax Direction**") authorizing and directing the Purchaser to pay a portion of the Cash Consideration to the relevant Governmental Authorities to satisfy any such amounts. For certainty, the Post-Filing Tax Obligations include, but are not limited to, any and all income taxes, withholding taxes, property taxes, and excise taxes. For greater certainty, any audits or reassessments by the

Canada Revenue Agency or other Governmental Authority that occur after the Filing Date but relate to a time period occurring, or facts arising, prior to the Filing Date are not, and shall not be considered to be, Post-Filing Tax Obligations but shall be transferred to and assumed by ResidualCo as Excluded Liabilities[1].

(4) The Parties acknowledge and agree that the Monitor may retain a copy of the Books and Records, The Purchaser shall provide the Monitor with reasonable access during normal operating hours so as to not interfere with the operation of the Business to information in respect of the Acquired Entities as reasonably requested by the Monitor, as may be required by the Monitor to comply with applicable Law or in connection with the completion of the CCAA Proceedings.

(5) Within 30 days after Closing, the Monitor shall use its best efforts and take such actions as required by the Purchaser to rectify the following tax issues in respect of prior tax filings by the Acquired Entities including, without limitation, by amending prior tax returns of the Acquired Entities, at the sole cost and expense of the Monitor:

(a) Canada Fluorspar (NL) Inc., Amendment of the FY2020 and FY2021 T2 tax returns.

8.4 Investigations

During the Interim Period, the Acquired Entities shall give, or cause to be given, to the Purchaser and its Representatives reasonable access during normal business hours to the Business and the property and assets of the Acquired Entities, including the Books and Records, the Contracts and the property to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Acquired Entities as the Purchaser deems necessary or desirable to familiarize itself with such properties, assets and other matters. Without limiting the generality of the foregoing, the Purchaser shall be permitted complete access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement. Such investigations, inspections, surveys and tests shall be carried out during normal business hours and without undue interference with the operations of the Acquired Entities and the Business and the Acquired Entities shall co-operate fully in facilitating such investigations, inspections, surveys and tests 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. The Acquired Entities shall execute and deliver any authorizations required to permit such investigations, inspections, surveys and tests.

8.5 Confidentiality

(1) *Information To Be Confidential.* Each Party shall treat confidentially and not disclose, and shall cause each of its Representatives to treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information of the other Parties.

[1] Monitor to confirm.

(2) *Use Of Confidential Information.* Each Party may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the Transactions contemplated by this Agreement. No Party shall use, or permit its Representatives to use, Confidential Information for any other purpose nor in any way that is, directly or indirectly, detrimental to the other Parties.

(3) *Required Disclosure.* If any Party or any of its Representatives receives a request or is legally required to disclose all or any part of the Confidential Information, such Party shall (a) immediately notify the other Parties of the request or requirement, (b) consult with the other Parties on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (c) if requested by the other Parties, take all necessary steps to seek a protective order or other appropriate remedy. If a protective order or other remedy is not available, or if the other Parties waive compliance with the provisions of this Section 8.5(3), (i) the Party receiving the request for disclosure or its Representatives, as the case may be, may disclose to the Person requiring disclosure only that portion of the Confidential Information which such Party is advised by written opinion of counsel is legally required to be disclosed, and (ii) such Party shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Party or its Representatives not permitted by this Agreement.

(4) *Return or Destruction.* Following the termination of this Agreement in accordance with the provisions of this Agreement, each Party shall (and shall cause each of its Representatives to) (a) return promptly to the other Parties all physical copies of the Confidential Information, excluding Notes, then in such Party's possession or in the possession of its Representatives, (b) destroy all (i) electronic copies of the Confidential Information, and (ii) Notes (including electronic copies thereof) prepared by such Party or any of its Representatives, including electronic back-ups of the foregoing in a manner that ensures the same may not be retrieved or undeleted by such Party or any of its Representatives, and (c) deliver to the other Parties a certificate executed by one of its duly authorized senior officers indicating that the requirements of this sentence have been satisfied in full.

8.6 Risk of Loss

If before the Closing all or any substantial portion of the property or assets of the Acquired Entities are lost, damaged or destroyed or are expropriated or seized by any Governmental Authority or any other Person in accordance with Applicable Law or if notice of any such expropriation or seizure shall have been given in accordance with Applicable Law, the Purchaser, in its sole discretion, shall have the option, exercisable by notice to the Acquired Entities given prior to the Closing Time:

(a) to terminate this Agreement by notice to the Acquired Entities, as provided in Section 9.1(3); or

(b) to complete the Transactions contemplated by this Agreement and require the Acquired Entities to reduce the Purchase Price by the amount of the cost of repair of the property and assets which were damaged or destroyed or, if lost or damaged beyond repair or seized or expropriated, by the replacement cost of the property and assets so lost, damaged, expropriated or seized, such reduction in price to be net of all proceeds of insurance or compensation for expropriation or seizure actually received by the Acquired Entities.

8.7 Action During Interim Period

(1) *Operate in Ordinary Course.* Except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in any other court Orders, prior to the Closing Time; or (iv) as consented to by the Purchaser and the Acquired Entities, such consent not to be unreasonably withheld, conditioned or delayed, during the Interim Period, the Acquired Entities and the Monitor shall maintain the Business in its current condition as of the date of this Agreement, which the Purchaser acknowledges is "Cold Idle" mode.

(2) *Negative Covenants.* Except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the CCAA Proceedings; (iii) as otherwise provided in any other court Orders, prior to the Closing Time; or (iv) as consented to by the Purchaser and the Acquired Entities, such consent not to be unreasonably withheld, conditioned or delayed, during the Interim Period, save and except as otherwise specified herein, each Acquired Entity and the Monitor shall ensure that it does not:

(a) amend any articles, by-laws or other constating document adopted or filed in connection with the creation, formation or organization;

(b) dispose of any of the Retained Assets of the Acquired Entities;

(c) enter into any contract or any other transaction;

(d) terminate, cancel, modify or amend in any material respect which would entitle any party to terminate, cancel, modify or amend any Contract or any Licence and Lease;

(e) purchase or otherwise acquire any asset;

(f) enter any contract, agreement or commitment to hire any Employee; or

(g) agree, commit or enter into any understanding to take any actions enumerated in paragraphs (a) to (g) of this Section 8.7.

ARTICLE 9
TERMINATION

9.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

(1) subject to Section 7.3, by either Party upon written notice to the other Party if: (i) the Approval and Reverse Vesting Order has not been obtained by the Outside Date, or (ii) the Court declines at any time to grant the Approval and Reverse Vesting Order; in each case for reasons other than a breach of this Agreement by the Party proposing to terminate the Agreement;

(2) by the mutual written agreement of the Monitor on behalf of the Acquired Entities and the Purchaser;

(3) by written notice from the Purchaser to the Monitor on behalf of the Acquired Entities in accordance with Section 8.6 (Risk of Loss);

(4) by written notice from the Purchaser to the Monitor on behalf of the Acquired Entities if there has been a material breach by the Acquired Entities of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 impossible by the Outside Date, provided that at the time of providing such notice of termination, the Purchaser is not in breach of any of its obligations under this Agreement;

(5) by written notice from the Monitor on behalf of the Acquired Entities to the Purchaser if there has been a material breach by the Purchaser of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Monitor on behalf of the Acquired Entities and such breach is not curable and has rendered the satisfaction of any condition in Section 7.2 impossible by the Outside Date, provided that at the time of providing such notice of termination, the Monitor on behalf of Acquired Entities is not in breach of any of their obligations under this Agreement; and

(6) by the Purchaser, on the one hand, or by the Monitor on behalf of the Acquired Entities, on the other hand, upon written notice to the other Party if the Closing has not occurred by the Outside Date, provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(6) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in the Closing not occurring by the Outside Date.

9.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability hereunder, except as contemplated in Section 1.3 (Entire Agreement), Sections 9.2 (Effect of Termination), 10.5 (Notices), 10.9 (Amendment), 10.11 (Severability), 10.13 (Attornment), 10.14 (Governing Law), 10.16(Successors and Assigns) and 10.17 (Assignment), which shall survive such termination.

ARTICLE 10
GENERAL

10.1 Payment of Taxes

Except as otherwise provided in this Agreement, the Purchaser shall pay all Taxes applicable to, or resulting from the Transactions contemplated by, this Agreement (other than Taxes payable by the Acquired Entities under Applicable Law, including Post-Filing Tax Obligations) and any filing, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement.

10.2 Preparation of Tax Returns

After Closing, the Purchaser shall cause to be prepared and filed on a timely basis all Tax Returns for the Acquired Entities for (a) any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date and (b) for any period that begins prior to the Closing Date and ends after the Closing Date for which Tax Returns are required to be prepared and filed.

10.3 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 except for gross negligence and willful misconduct in connection with this Agreement or the Transactions, and that the Monitor will have no liability whatsoever, in its personal capacity or otherwise, and that the representations, covenants, obligations and agreements of the Acquired Entities pursuant to this Agreement and any related or ancillary document shall be those of the Acquired Entities 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 Initial Order, any other Order or the CCAA.

10.4 Public Announcements

Except to the extent otherwise required by Applicable Law or with the prior consent of the other Party, neither Party shall make any public announcement regarding this Agreement or the Transactions contemplated by this Agreement.

10.5 Notices

(1) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

(a) if to the Acquired Entities or to ResidualCo, to:
Grant Thornton Ltd.
As Court Appointed Monitor of the Company
Nova Centre North, Suite 1000
1675 Grafton Street,
Halifax, NS, B3J 0E9
Attention: Phil Clarke
E-mail: phil.clarke@ca.gt.com

(b) if to the Purchaser, to:

[redacted]

with a copy to:

[redacted]

and

Fasken Martineau DuMoulin LLP
P.O. Box 20, Suite 2400
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2T6

Attention: Grant McGlaughlin and Dylan Chochla
Email: gmcglaughlin@fasken.com
dchochla@fasken.com

(c) and in either case, with a copy to the Monitor, to:

Grant Thornton Limited
As Court Appointed Monitor of the Acquired Entities
Nova Centre North, Suite 1000, 1675 Grafton Street,
Halifax, NS, B3J 0E9

Attention: Phil Clarke
Email: phil.clarke@ca.gt.com

with a copy to:

McInnes Cooper
10 Fort William Place
St. John's, NL A1C 5X4

Attention: Meghan M. King and Geoffrey Spencer
Email: meghan.king@mcinnescooper.com
geoffrey.spencer@mcinnescooper.com

(2) *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 sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered or sent before 4:30 p.m. 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. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

(3) *Change of Address.* Any Party may from time to time change its address under this Section 10.5 by notice to the other Party given in the manner provided by this Section 10.5.

10.6 Expenses

Each of the Parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred by them in connection with this Agreement and the Transactions, including in connection with the review, negotiation, preparation, execution and performance of this Agreement.

10.7 Time of Essence

Time shall be of the essence of this Agreement in all respects.

10.8 Further Assurances

Each Party shall from time to time 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 Agreement that the other Party 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 Agreement or any provision hereof.

10.9 Amendment

No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

10.10 Waiver

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

10.11 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.12 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

10.13 Attornment

Each Party agrees (i) that any Legal Proceeding relating to this Agreement must be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (ii) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Province of Newfoundland and Labrador on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 10.13. Each Party agrees that service of process on such Party as provided in Section 10.5 shall be deemed effective service of process on such Party.

10.14 Specific Performance

Each Party acknowledges and agrees that each other Party would be damaged irreparably in the event a Party does not perform its respective obligations under this Agreement in accordance with its specific terms or otherwise breach this 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 or proving damages, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

10.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as a Newfoundland and Labrador contract.

10.16 Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

10.17 Assignment

Prior to the issuance of the Approval and Reverse Vesting Order, the Purchaser may assign all of its rights and obligations under this Agreement to an Affiliate, provided that (i) the Purchaser shall remain liable to perform all of its obligations hereunder, and (ii) the Purchaser and its assignee execute and deliver to the Monitor on behalf of the Acquired Entities an assignment and assumption agreement, in form and substance satisfactory to the Monitor, evidencing such assignment. Other than in accordance with the preceding sentence, the Purchaser may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement.

10.18 Counterparts

This 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 Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[remainder of page left intentionally blank]

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

ACQUIRED ENTITIES:

CANADA FLUORSPAR INC., by the Monitor

By: ______________________________

Name:

Title:

CANADA FLUORSPAR (NL) INC., by the Monitor

By: ______________________________

Name:

Title:

CFI NEWSPAR HOLDINGS INC., by the Monitor

By: ______________________________

Name:

Title:

NEWSPAR, A GENERAL PARTNERSHIP by the Monitor

By: ______________________________

Name:

Title:

PURCHASER:

[redacted]

By: ______________________________

Name:

Title:

SCHEDULE A
LIST OF LICENSES AND LEASES AND CONTRACTS

Schedule A - SPA

MINERAL LICENSES				
License No.	License Holder	Claims	Issuance Date	License Renewal Date
018023M	Canada Fluorspar Inc. (NL)	8	21-Oct-10	21-Oct-25
022721M	Canada Fluorspar Inc. (NL)	27	19-Feb-17	19-Feb-27
024837M	Canada Fluorspar Inc. (NL)	47	9-Dec-10	9-Dec-25
023139M	Canada Fluorspar Inc. (NL)	81	18-May-95	18-May-23
023140M	Canada Fluorspar Inc. (NL)	37	18-May-95	18-May-23
021055M	Canada Fluorspar Inc. (NL)	27	19-Feb-07	19-Feb-27
021479M	Canada Fluorspar Inc. (NL)	19	11-Jan-10	13-Jan-25
022121M	Canada Fluorspar Inc. (NL)	11	22-Feb-07	22-Feb-27

MINE LEASE RENTALS				
Identification	Ownership	Location	Issuance	Expiry Date
213 (11590M)	Canada Fluorspar Inc. (NL)	Tarefare	27-May-12	27-May-37
214 (11590M)	Canada Fluorspar Inc. (NL)	Blue Beach	27-May-12	27-May-37
150 (4610)	Canada Fluorspar Inc. (NL)	Grebes Nest	1-Aug-97	1-Aug-27
212 (11590M)	Canada Fluorspar Inc. (NL)	Director	5-May-12	5-May-37
236 (23140M)	Canada Fluorspar Inc. (NL)	AGS	1-Apr-16	1-Apr-26

SURFACE LEASE RENTALS				
Identification	Ownership	Location	Issuance	Expiry Date
130	Canada Fluorspar Inc. (NL)	Tarefare	27-Mar-12	27-Mar-37
131	Canada Fluorspar Inc. (NL)	Blue Beach	27-Mar-12	27-Mar-37
133	Canada Fluorspar Inc. (NL)	TMF (SCP)	5-Mar-12	5-Mar-37
127	Canada Fluorspar Inc. (NL)	Grebes Nest	1-Mar-12	1-Aug-27
126	Canada Fluorspar Inc. (NL)	Director	5-Mar-12	5-Mar-37
128	Canada Fluorspar Inc. (NL)	BB Wharf WL 1	5-Mar-12	5-Mar-37
129	Canada Fluorspar Inc. (NL)	BB Wharf OS 1	5-Mar-12	5-Mar-37
148	Canada Fluorspar Inc. (NL)	AGS	1-Apr-16	1-Apr-26
149	Canada Fluorspar Inc. (NL)	Haul Road 3	1-Apr-16	1-Apr-26
150	Canada Fluorspar Inc. (NL)	Haul Road 2	1-Apr-16	1-Apr-26
151	Canada Fluorspar Inc. (NL)	Haul Road 1	1-Apr-16	1-Apr-26
153	Canada Fluorspar Inc. (NL)	By-Pass Road 1	1-Apr-16	1-Apr-26
154	Canada Fluorspar Inc. (NL)	By-Pass Road 2	1-Apr-16	1-Apr-26
155	Canada Fluorspar Inc. (NL)	By-Pass Road 3	1-Apr-16	1-Apr-26
152	Canada Fluorspar Inc. (NL)	John Fitzpatrick Pond	1-Apr-16	1-Apr-26
158	Canada Fluorspar Inc. (NL)	BB Wharf OS 2	1-Apr-19	1-Apr-26
159	Canada Fluorspar Inc. (NL)	BB Wharf WL 2	1-Apr-19	1-Apr-26
161	Canada Fluorspar Inc. (NL)	AGS Explosives Magazine	1-Apr-19	1-Apr-26

CROWN LANDS LEASE				
Identification	Ownership	Location	Issuance	Expiry Date
E-110124 Parcel A & B	Burin Minerals Ltd.	Minworth Mill & Mine Site	1997-08-13	2047-08-13
E-11024 Parcel B (Amendment to E-110124 Parcel A&B)	Canada Fluorspar Inc. (NL)	Minworth Mill Site	2016-05-05	2047-08-13

WATER USE LICENSES				
Identification	Ownership	Location	Issuance	Expiry Date
WUL-22-12853	Canada Fluorspar Inc. (NL)	John Fitzpatrick Pond	17-Nov-22	17-Nov-27
WUL-22-12852	Canada Fluorspar Inc. (NL)	TMF	17-Nov-22	17-Nov-27
WUL-23-12987	Canada Fluorspar Inc. (NL)	Upper Island Pond	9-Mar-23	9-Mar-28
WUL-19-10639	Canada Fluorspar Inc. (NL)	Tarefare Shaft	6-Sep-19	6-Sep-24
WUL-19-10246	Canada Fluorspar Inc. (NL)	Near St. Lawrence	7-May-19	7-May-24

SCHEDULE B
INTELLECTUAL PROPERTY

Canada Fluorspar (NL) Inc.

Pending Patent Applications for the **COLD WATER MINERAL FLOTATION COLLECTOR BLEND**

Case Number	Country	Filing Date	Application Serial No.	Comments
20081ACA	Canada	4/19/2021	3115528	Annuity due 04/19/2023. Request for examination due 04/19/2025.
20081ACN	China	4/19/2021	202110420402.7	Request for examination due 04/17/2023.
20081ACZ	Czech Republic	4/19/2021	PV 2021-197	Request for examination due 04/17/2024.
20081ADE	Germany	4/19/2021	DE102021109746.0	Annuity due 04/30/2023.
20081AMX	Mexico	4/16/2021	MX/a/2021/004481	No outstanding due dates. Pending examination.
20081AZA	South Africa	4/19/2021	2021/02559	Annuity due 04/19/2023. Acceptance due date is 01/19/2023, which may need to be extended.
20081AUS	US	4/16/2021	17232468	No outstanding due dates. Pending examination.

SCHEDULE C
NON-EXHAUSTIVE LIST OF RETAINED ASSETS

Schedule C.1 - Buildings and Contents

Retained assets include all property and contents contained within, and around, the below listed buildings.

Buildings and Contents	
Description	**General Location**
Admin Building	Mine/Mill Area
Health, Safety and Security Department Trailer	Mine/Mill Area
Mill Building	Mine/Mill Area
Mill Office/Dry Building	Mine/Mill Area
Mine Office/Dry Building	Mine/Mill Area
Mine Welding Workshop	Mine/Mill Area
Mine Maintenance Building	Mine/Mill Area
Warehouse Building	Director Drive
Security Front Gate Kiosk	Entrance to Mine/Mill Area
Security Front Gate Trailer	Entrance to Mine/Mill Area
Clarke's Pond Office Building	Clarke's Pond Road
Clarke's Pond Core Shed	Clarke's Pond Road
Clarke's Pond Core Cold Storage	Clarke's Pond Road
Old Lab	Clarke's Pond Road
Old Mill	Clarke's Pond Road
Concentrate Storage Facility Mega-Dome	Mine/Mill Area
Unfinished Concentrate Storage Facility Mega-Dome	Mine/Mill Area
Metal Reagent/Low Grade Concentrate Storage Building	Mine/Mill Area
Crusher Trailer	Mine/Mill Area
Sky Dome	Mine/Mill Area
Primary Crushers and Systems	Mine/Mill Area
Several C-Cans	Various

Schedule C.2 - Moveable Equipment

Moveable Equipment	
Equipment	**Serial Number**
2016-HM400-5 articulated truck 10427 40T	KMTHM016JGD010427
2016-HM400-5 articulated trucks 10426 40T	41825
2017-HD605-8 Rigid Haul Truck 30011 70T	KMTHD046KGD030011
2017-HD605-8 Rigid Haul Truck 30017 70T	KMTHD046HGD030017
2017-HD605-8 Rigid Haul Truck 30019 70T	00018
GR PAH6A60-6090H - 10" diesel pump	RG6090L120466
Vmac Raptair compressor	
2019 - JLG 800AJ Manlift	300261968
Generac MLT4080 light plant	3004554426
Generac MLT4080 light plant	3004554422
Generac MLT4080 light plant	3004554427
Generac MLT4080 light plant	3004554428
Generac MLT4080 light plant	3004554421
Generac MLT4080 light plant	3004554420
Generac MLT4080 light plant	3004554425
Generac MLT4080 light plant	3004554423
Generac MLT4080 light plant	3004554429
Generac MLT4080 light plant	3004554424
FrostFighter 350K btu Heater	1201391285
FrostFighter 350K btu Heater	11020663
8FGU255K Toyota CB Forklift	52496
ETR340 Electric Stand-up Reach Forklift	6JR3090021
8.5' x 20' deck trailer	2NEB420B2KN014574
Atlas Copco XAS88 175CFM Air compressor	WUX665049
6" GR PA6D60-4045T Diesel pump	1669557
6" GR PA6D60-4045T Diesel pump	1669558
2004 Hutchinson Tanker trailer	2H9AE12G140002158
GR PAH6B60 - Diesel Pump #1	PE6068L249275
GR PAH6B60 - Diesel Pump #2	1552227
FrostFighter 350K btu Heater	1201363313
FrostFighter 350K btu Heater	1201563056
FrostFighter 350K btu Heater	1201563888
WACKER 55KVA Generator	24506043
WACKER 55KVA Generator	24507898
WACKER 55KVA Generator	24507248
WACKER 55KVA Generator	24503416
FrostFighter 350K btu Heater	1201363077
FrostFighter 350K btu Heater	08091473-11
FrostFighter 350K btu Heater	1201363086
FrostFighter 350K btu Heater	1201364671
FrostFighter 350K btu Heater	1201563219
FrostFighter 350K btu Heater	1201563220
FrostFighter 350K btu Heater	32420
FrostFighter 350K btu Heater	1201364544
FrostFighter 350K btu Heater	1201867111
FrostFighter 350K btu Heater	1201364672
FrostFighter 350K btu Heater	1201866586
FrostFighter 350K btu Heater	1201867408
FrostFighter 350K btu Heater	1201364790
FrostFighter 350K btu Heater	1201363308

Schedule C.2 - Moveable Equipment

Moveable Equipment	
Equipment	**Serial Number**
FrostFighter 350K btu Heater	1201867155
FrostFighter 350K btu Heater	1201867427
FrostFighter 350K btu Heater	TBA
MLT3060 Light plant	1504887
MLT3060 Light plant	1309536
MLT3060 Light plant	5AJLS1411EB413315
2012 Carry on - 7 x 20 Enclosed trailer	4YMCL2020CN003616
2013 Thompson 6V-DDS-4-D2011 6" diesel pump	6V-1303 - UR10179397
MLT3060 Light plant	UR#10376283 - S/N1504031
MLT3060 Light plant	UR#10391741 - S/N1504857
MLT3060 Light plant	UR#10387241 - S/N1504889
MLT3060 Light plant	UR#10366689 - S/N1501742
2017-PC800LC-8EO Excavator	KMTPC186LFC065206
2017-PC390LC-11 Excavator	KMTPC256TFWA30439
CAT 323 Excavator	RAZ10565
CAT H120ES Hammer	HHE10028
CAT H120ES Hammer	HHE10045
CAT 349FL Excavator	HPD20619
PC200LC-8 - Excavator	26692951
2017-Tracked Dozer (Komatsu D155AXI-8)	100119
2017-D37EX-24 Tracked dozer 85072	1003
D155AX6 Dozer	80807
2017-Komatsu WA600-8	KMTWA132HGD080050
2017-Komatsu WA600-8	KMTWA132AGD080062
CAT259D Skidsteer	CAT0259DPFTK00458
Toro Dingo TX1000	403344008
CAT259D Skidsteer	FTL23072
CAT259D Skidsteer	A4192BK21699
CAT259D Skidsteer	FTL23069
Metso LT106 Jaw	38290
Metso LT300HP - cone	LUHP1MAC4494
Metso ST620 Screener	78002
QE440 Sanvik Screener	1886SW11179
Eagle 30x50 stacker	31260
Eagle 30x50 stacker	31258
Eagle 30x50 stacker	31268
Eagle 30x50 stacker	31267
JXT Jaw crusher	JXT-F-AD2790
CST Cone crusher	AD2791
2015 -CAT 14M Grader	CAT0014MJR9J01438
2019 JLG 1055 telehandler	160098665
2011 CHEV SILVERADO	1GCRKREA6BZ340162
2015 CHEV SILVERADO	3GCUKREC3FG111472
2012 GMC SIERRA	1GTR2UEAXCZ205433
2015 FORD ESCAPE	1FMCU9G96FUC49913
2015 FORD F150	FFC00291
2014 CHEV SILVERADO	3GCUKREC9EG500616
2010 GMC SIERRA	3GTRKVEA4AG138198
2009 FORD F150	9FB42920
2013 FORD F150	1FTFX1EF9DFD70780

Schedule C.2 - Moveable Equipment

Moveable Equipment	
Equipment	**Serial Number**
2014 FORD F150	1FTFX1EF1EKD22134
2014 FORD F150	1FTFW1EFXEFA39484
2017 FORD F250 CC (DIESEL) WHITE	1FT7W2BT0HEE76277
2017 FORD F250 CC (DIESEL) BLACK	1FT7W2BT1HEE88891
2017 FORD F250 CC (DIESEL) WHITE	1FT7W2BT7HEE10499
2017 FORD F250 CC (DIESEL) WHITE	1FT7W2BT3HEE88892
2018 FORD F250 CC (GAS) BLUE	1FT7W2B67JEC22758
2018 FORD F150 CC (GAS) White	IFTFW1E51JFB75715
2018 FORD F250 CC (GAS) Grey	1FT7W2B65JEC22757
2019 FORD F250 CC (DIESEL) BLACK	1FT7W2BTOKEC85188
2019 FORD F250 CC (DIESEL) BLACK	1FT7W2BT3KEE48254
2000 - 72 Pass BB Bus (international)	1HVBBABN61H392979
2002 GMC 7500 Lube Truck	1GDL7H1CX2J509716
2008 Kenwoth Tractor	1XKDP4TX39J236120
2012 Dodge 3500 service truck	3C63DRAL8CG172427
2004 International Fuel Truck	1HTMKAAR05H122965
2004 Peterbuilt water Truck	2NPLL09X95M886897
72 Pass BB Bus (international)	1HVBBAAP6YH337834
2020 Kenworth T370 Steam truck	2NKHHJ8X3LM960048
2013 CAT 660 Dump truck (FLYER)	1HTJGTKTXDJ145851
2009 - 72 Pass BB Bus	1BAK6CPH99
2009 - 72 Pass BB Bus	FBBCV30129260
2020 - International fuel truck	3HAEKTATXLL081490
2012 Dodge 3500 service truck	3C63DRAL3CG237782
2005 F350 Service Truck	1FDSF35P35EB72298
2009 - 72 Pass BB Bus	
TEREX AL5000 LIGHT PLANT	AL512-449
2013 Thompson 6V-DDS-4-D2011 6" diesel pump	6V-1301
2000 Freightliner FL80 Water Truck and Tank	1FV6JFBB3YHF75920 & 88 7096
TRIO Engineering Coarse Washer (TCW3618)	333
TRIO Engineering Coarse Washer (TCW3618)	331
TRIO Engineering Coarse Washer (TSW3625)	542
Fuel Tank	J2094-1-1
Fuel Tank	J2313-1-1
Eagle 30x50 stacker	31259
GMC Sierra	1GTR2UEA8BZ394839
Flatbed Trailer	7FSPG1923HB732027
Ford F150	1FTRX14W28FA11694
Arctic Cat Alterra (Plate: VGV 463)	
Gas Pump	KEAT043227
Gas Tank	C05557845
Gas Tank	C05557866
Gas Pump	AT00000865
Gas Tank	C05557870
Gas Pump	AT00005115
2007 Blue Bird Bus	1BAKGCKH57F238078
Foam Fire Extinguisher	B-10166636
Tire Manipulator T5W	4W27064
Light Plant	832173
Pioneer Pump Diesel	21C311100019A

Schedule C.2 - Moveable Equipment

Moveable Equipment	
Equipment	**Serial Number**
The Tank Shop - Tank for Flammable Liquids	A61587492
The Tank Shop - Tank for Flammable Liquids	A61587510
The Tank Shop - Tank for Flammable Liquids	A61587511
The Tank Shop - Tank for Flammable Liquids	A61587499
Arctic Cat Alterra	4UF17ATV1HT200451
Rotary Screw Air Compressor	D212567
JohnBean EHP Systemm III - Tire Changer	T30MP007
Jungheinrich 67600 Forklift	192934
Curtiss Wright - Pump Control	CA13000437A2
Benshaw - Pump Control	2104779-001
DV 13HP Piston Compressor (IS13-5530)	DS11834
2017 Nissan NV200	3N6CM0KN6HK717739
CEMCO Impact Crusher	22595-7
BMI - Above Ground Tank for Flammable Liquids	C78113942
BMI - Used Oil Tank	2328
BMI - Above Ground Tank for Flammable Liquids	C05557863
BMI - Above Ground Tank for Flammable Liquids	C05557862
Haugland All-Terrain Truck	
IM 360 Advanced Equipment Simulator	
Barge - CFI Pontoon I	19557-91-I
Ship Loading Equipment - Conveyor 42" x 50'	TY4250E-2020
Ship Loading Equipment - Conveyor 36" x 80'	ST800HE
Ship Loading Equipment - Conveyor 36" x 100'	89101
Light Towers	
Security Kiosk	
Mooring Bollards in Cribs	
Barge Mooring Bollards	
Chain Link Fences/Gate	
Access Ramp and Infill	
SDX150 Loader	90402
Truck Unloader 50'	
Fuel Tank	E34809015

Schedule C.3 - Software Subscriptions

Software Subscriptions			
Software	**Term**	**Start Date**	**End Date**
Sage Software Renewal - Silver Plan	Annual - Monthly Payments	2022-06-28	2023-06-27
GEMS License 1	Perpetual	N/A	N/A
Adobe Acrobat PRO DC	Annual	2022-07-20	2023-07-19
Microsoft Office Licenses	Monthly	2023-05-15	2023-06-14
ESET Antivirus	Annual	2022-09-08	2023-09-07
Veeam	Annual	2022-08-24	2023-08-23
Watchguard Security	Annual	N/A	N/A

Schedule C.4 - Taxes

Summary	Business Number	Corporate Tax RC Pre Insolvency 21-Feb-22	Corporate Tax RC Post Insolvency / Pre Closing February 22, 2022 - June 9, 2023	HST RT Pre Insolvency 21-Feb-22	HST RT Post Insolvency / Pre Closing February 22, 2022 - June 9, 2023	Payroll RP Pre Insolvency 21-Feb-22	Payroll RP Post Insolvency / Pre Closing February 22, 2022 - June 9, 2023
Canada Fluorspar Inc.	83297 1568	Retained Asset	Retained Asset	Excluded Liability	Excluded Asset	Excluded Liability	Excluded Liability
Canada Fluorspar (NL) Inc.	89811 4087	Retained Asset	Retained Asset	Excluded Liaility	Excluded Asset	Excluded Liability	Excluded Liability
Newspar	85178 5105	Retained Asset	Retained Asset	Excluded Liaility	Excluded Asset	Excluded Liability, if any	Excluded Liability
CFI Newspar Holdings Inc.	70724 8126	Retained Asset	Retained Asset	Excluded Liaility	Excluded Asset	Excluded Liability, if any	Excluded Liability

Further details on the retained tax assets are as follows:

Canada Fluorspar Inc.	Operating non-capital losses	1,187,348	Non-Capital Losses as of December 31, 2021
Canada Fluorspar (NL) Inc.	Operating non-capital losses	118,689,950	Non-Capital Losses as of December 31, 2021
	Capital losses	59,805,027	Capital Lossess as of December 31, 2021
	UCC	154,161,107	Undepreciated Captial Cost at December 31, 2021 (various classes)
	CEE	65,861,549	Canadian Exploration Expenses as of December 31, 2021
	CDE	96,001,961	Canadian Development Expenses as of December 31, 2021
Newspar	All corporate tax assets, if any		
CFI Newspar Holdings Inc.	All corporate tax assets, if any		

Schedule C.5 - Financial Guarantees to DFO Authorizations

1	BMO Bank of Montreal	Cash collateral for DFO letter of credit - Composite Number associated with the letter of credit is C11100343149	DFO Authorization No. 17-01-001	$ 125,204.43
2	Export Development Canada	Guarantee provided to the HSBC letter of credit No. SDNHTD012857. EDC guarantee Account PSG No.78219, EDC Reference No. PSG-05-076260E-000	DFO Authorization No. 2020-105-00022.	$ 177,539.00

SCHEDULE 1.1(A)
FORM OF APPROVAL AND VESTING ORDER

2022 01G 0709

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Grant Thornton Limited, as Court-Appointed Monitor of Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., Newspar and CFI Newspar Holdings Inc. (collectively, "**CFI**" or the "**Company**");

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

APPROVAL AND REVERSE VESTING ORDER

THIS APPLICATION, made by Grant Thornton Limited ("**GTL**" or the "**Monitor**"), in its capacity as Court-Appointed Monitor of Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. ("**CFI**"), Newspar and CFI Newspar Holdings Inc.,(collectively referred to herein as the "**Acquired Entities**", and individually as an "**Acquired Entity**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, *inter alia*: (a) approving the share purchase agreement entered into between the Acquired Entities, as vendors, and the new successful bidder, as purchaser (the "**Purchaser**"), made as of the __ day of May, 2023 (the "**Share Purchase Agreement**"), a copy of which is attached as Exhibit "**A**" to the Monitor's Third Confidential Report (as defined below), as well as the Transactions contemplated therein; (b) adding a company to be incorporated by the Monitor ("**ResidualCo**") as an applicant to these proceedings (the "**CCAA Proceedings**"); (c) vesting out of the Acquired Entities and into ResidualCo all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Claims, Liabilities and Encumbrances against the Acquired Entities (other than Permitted Encumbrances), including, without limitation, any and all Agreements Affecting the Shares/Partnership Interests; (d) vesting into and to the Purchaser the Purchased Shares free and clear from all Encumbrances (other than Permitted Encumbrances), including all encumbrances and registrations outlined in Schedule "B"; (e) confirming that the transfer of the Existing Interests and the issuance of the Subscription Shares to the Purchaser shall be effective notwithstanding the provisions of any Agreement Affecting the Shares/Partnership Interests, and any and all Agreements Affecting the Shares/Partnership Interests shall be cancelled and of no further force and effect; (e) confirming that any and all shares, securities, warrants, options, equity interests and partnership interests in the Acquired Entities, if any, other than the Purchased

Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests, shall be cancelled and of no further force and effect, for no consideration such that the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests shall represent 100% of the outstanding equity or partnership interests, as applicable, in the Acquired Entities as of the Closing Time; and (g) amending the 5th Amended ARIO to extend the stay of proceedings until October 31 2023;

ON READING the application of the Monitor, including the affidavit of Phil Clarke sworn the [x] day of May, 2023 (the "**Clarke Affidavit**") and the Exhibits thereto, the Monitor's **Third** Confidential Report dated the 29th day of May, 2023 (the "**Confidential Report**"), the Ninth Report of the Monitor dated the 29th day of May, 2023 (the "**Ninth Report**"), and on being advised that the DIP Lenders and the senior secured creditors who are likely to be affected by this Order herein, as well as the existing shareholders of CFI, were each given notice of this Application;

UPON HEARING the submissions of counsel for the Monitor, counsel to the Purchaser, and such other counsel as they may appear;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and material filed, as set out in the affidavit of service is hereby deemed adequate notice such that this Motion 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 Share Purchase Agreement, the Initial Order and the ARIO (as amended).

STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period, as defined in the Initial Order granted by this Court on 11th day of March 2022 (the "**Initial Order**") as amended and restated on the 18th day of March 2022 (the "**ARIO**"), the Amended ARIO-Amendment #1 dated the 10th day of June, 2022 (the "**Amended ARIO**"), the Amended ARIO-Amendment #2 dated the 30th day of August 2022 ("**2nd Amended ARIO**"), the Amended ARIO-Amendment #3 dated the 12th day of October, 2022 ("**3rd Amended ARIO**") and the Amended ARIO-Amendment #4 dated February 21, 2023 ("**4th**

Amended ARIO") and the Amended ARIO-Amendment #5 dated May 18, 2023 ("**5th Amended ARIO** ") is hereby extended until October 31, 2023.

APPROVAL AND VESTING

4. **THIS COURT ORDERS AND DECLARES** that the Share Purchase Agreement and the Transactions contemplated therein are hereby approved and the execution of the Share Purchase Agreement by the Monitor, on behalf of the Acquired Entities, is hereby authorized and approved, with such minor amendments as the Monitor, on behalf of the Acquired Entities, and the Purchaser may deem necessary or otherwise agree to. The Monitor, on behalf of the Acquired Entities, is hereby authorized and directed to perform the Acquired Entities' obligations under the Share Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions.

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 Share Purchase Agreement, with such alterations, changes or amendments as may be agreed to by the Monitor, on behalf of the Acquired Entities, and the Purchaser, provided that such alterations, changes or amendments do not materially alter or impact the Transactions or the consideration which the Acquired Entities and/or their 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 Monitor on behalf of the Acquired Entities, to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

7. **THIS COURT ORDERS AND DECLARES** that, at the time of the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Acquired Entities 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 Share Purchase Agreement and the steps contemplated thereunder:

(a) the Monitor, on behalf of the Acquired Entities, shall be deemed to have transferred to ResidualCo the Cash Consideration , Excluded Assets, Excluded Contracts, and Excluded Liabilities, which, for greater certainty, shall include any and all liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions hereunder and to which the Acquired Entities may be bound as at Closing, and any and all liabilities for Employees whose employment with CFI or its Affiliates is terminated on or before Closing, including the Terminated Employees;

(b) the Acquired Entities shall be released from all Excluded Liabilities, Claims and Encumbrances (except for Permitted Encumbrances), including for greater certainty, and without limitation, all amounts and obligations owing by the Acquired Entities under: (i) the Bridging Loans, 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 under the Bridging Loans or any other ancillary agreement or document related thereto; (ii) the PNL Loan, including the principal amount of indebtedness outstanding thereunder and interest accrued thereon as of the Closing Date, plus any other fees owing by the Acquired Entities under the PNL Loan or any other ancillary agreement or document thereto, and (iii) 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 Acquired Entities under the DIP Financing Agreement;

(c) all of the right, title and interest in and to the Existing Interests shall be transferred to and vest absolutely in the Purchaser, and the Retained Assets will be retained by the Acquired Entities, in each case, as applicable, free and clear of and from any and all right or entitlement under any outstanding or authorized purchase agreements, partnership interests, options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or partnership interests in the Acquired Entities or obligating the Acquired Entities to issue or sell any shares or interests of, or any other interest in, the Acquired Entities, any voting trusts or agreements, pooling agreements, unanimous shareholder agreements, other shareholder agreements, partnership agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares or interests of the Acquired Entities, or any other like agreements that relate to the shares or interests of the Acquired Entities or that are exchangeable or convertible into shares or interests of the Acquired

Entities (collectively referred to herein as "**Agreements Affecting the Shares/Partnership Interests**"), or any other 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 charges created by the Initial Order or any other Order of the Court in these CCAA Proceedings; (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* (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**", which term shall not include the permitted encumbrances listed on Schedule "C" hereto ("**Permitted Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Acquired Entities, the Existing Interests and the Retained Assets, *including, for greater certainty*, any outstanding Agreements Affecting the Shares/Partnership Interests, are hereby cancelled, expunged and discharged as against the Acquired Entities, the Existing Interests and the Retained Assets and shall be of no further force and effect;

(d) in consideration for the Subscription Amount, CFI shall issue the Subscription Shares to the Purchaser and all of the right, title and interest in and to the Subscription Shares shall vest absolutely in the Purchaser, free and clear of and from any and all Claims and Encumbrances of any kind and in favour of any party and, for greater certainty, this Court orders that all of the Claims and Encumbrances of any kind affecting or relating to the Acquired Entities, the Subscription Shares and the Retained Assets, *including, for greater certainty*, any outstanding Agreements Affecting the Shares/Partnership Interests, are hereby cancelled, expunged and discharged as against the Acquired Entities, the Subscription Shares and the Retained Assets;

(e) any and all shares, securities, equity interests and partnership interests in the Acquired Entities (for greater certainty, not including the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests) that remain issued and outstanding immediately after Steps (a)-(d) above (if any) shall be cancelled and of no further force and effect, for no consideration, such that the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests shall represent 100% of the outstanding equity or partnership interests, as applicable, in the Acquired Entities as of the Closing Time;

(f) any and all warrants and options in the Acquired Entities (for greater certainty, not including the Purchased Shares, the CFNL Equity Interests, the CFI Newspar Equity Interests, and the Newspar Partnership Interests) that remain issued and outstanding immediately after Step (a)-(d) above (if any), and any and all Agreements Affecting the Shares/Partnership Interests, shall be deemed cancelled and extinguished without any Liability, payment or other compensation in respect thereof, and any and all Claims, Liabilities and Encumbrances with respect to the equity and partnership interests of the Acquired Entities, or any and all Agreements Affecting the Shares/Partnership Interests, shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any Liability, payment or other compensation in respect thereof; and

(g) the Acquired Entities shall be deemed to cease being Applicants in these CCAA proceedings, and the Acquired Entities shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of these CCAA proceedings, save and except for this Order, the provisions of which (as they relate to the Acquired Entities) shall continue to apply in all respects.

8. **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 Acquired Entities in relation to:

(i) the Licenses and Leases and obligations 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, in each case arising after the Closing Date;

(ii) the Acquired Entities rights to the $8,084,965, financial assurance currently held by the Government of Newfoundland and Labrador in relation to any rehabilitation and closure plan as contemplated by the *Mining Act* (Newfoundland and Labrador) of CFI in respect of the St. Lawrence Fluorspar Project located in St. Lawrence, Newfoundland and Labrador, Canada; or

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

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

10. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Acquired Entities and the Purchaser regarding the satisfaction of the Cash Consideration and satisfaction or waiver of conditions to Closing under the Share Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

11. **THIS COURT ORDERS** that upon 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 Acquired Entities, the Purchased Shares, the Retained Assets, or the Excluded Assets 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 Share Purchase 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, transfers of title or interest and cancel and discharge registrations against any of the Acquired Entities, the Purchased Shares or Retained Assets of any Claims or Encumbrances, and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations against any of the Acquired Entities, the Purchased Shares or Retained Assets, as applicable.

12. **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 Acquired Entities, Purchased Shares or the Retained Assets is required for the due execution, delivery and performance by the Acquired Entities of the Share Purchase Agreement.

13. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Existing Interests and the issuance of the Subscription Shares (including, for greater certainty, the Deposit and the Cash Proceeds) (the "**Proceeds**") shall stand in the place and stead of the Acquired Entities, the Purchased Shares and the Retained Assets, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Proceeds, Excluded Contracts and Excluded Assets, with the same priority as they had with respect to the Acquired Entities, the Purchased Shares and the Retained Assets, as applicable, immediately prior to the sale.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), as amended, the Acquired Entities 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 Acquired Entities records pertaining to past and current employees of the Acquired Entities. The Purchaser shall maintain and cause the Acquired Entities, from and after the Closing Date, 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 material respects identical to the prior use of such information by the Acquired Entities prior to the Closing Date.

15. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph [6] hereof, the Acquired Entities, 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), as well as penalties for failure to file returns pursuant to section 162 of the *Income Tax Act* (Canada) (the "Act"), or that relate to, the Acquired Entities, including without limiting the generality of the foregoing all taxes, penalties and interest that could be assessed against the Acquired Entities or the Purchaser (including its affiliates and any predecessor corporations) pursuant to section 160 of the Act, as amended, or any provincial equivalent, in connection with the Acquired Entities

(provided, as it relates to the Acquired Entities, such release shall not apply to (a) transaction taxes, or (b) taxes in respect of the business and operations conducted by the Acquired Entities after the Effective Time). For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to taxes or obligations in respect thereof that are transferred to ResidualCo.

16. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Share Purchase Agreement, all Contracts (with the exception of any Agreements Affecting the Shares/ Partnership Interests) to which the Acquired Entities are 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 Acquired Entities);

(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 Acquired Entities or the fact that the Acquired Entities 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 Share Purchase Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or

(e) any transfer, assignment or change of control of the Acquired Entities arising from the implementation of the Share Purchase Agreement, the Transactions or the provisions of this Order.

17. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Acquired Entities in respect of any Retained Liabilities, and (b) the designation of any Claim as a Retained Liability is without prejudice to the Acquired Entities' right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Share Purchase Agreement shall affect or waive the Acquired Entities' 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.

18. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Acquired Entities then existing or previously committed by the Acquired Entities, or caused by the Acquired Entities, 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 Acquired Entities (including, for certainty, those Contracts constituting Retained Assets or Retained Liabilities) arising directly or indirectly from the filing by the Acquired Entities under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 16 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 Acquired Entities from performing their obligations under the Share Purchase Agreement or be a waiver of defaults by the Acquired Entities under the Share Purchase Agreement and the related documents.

19. **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 assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Acquired Entities, the Purchased Shares, the Retained Assets, or the Purchaser, 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, including, for greater certainty, the Claims and Encumbrances being discharged pursuant to this Order .

20. **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;

(b) the nature of the Excluded Contracts and 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 ResidualCo;

(c) any Person that prior to the Effective Time had a valid right or claim against the Acquired Entities, the Purchased Shares or the Retained Assets, under or in respect of any Excluded Contract or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Acquired Entities, the Purchased Shares or the Retained Assets, but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or 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 ResidualCo; and

(d) the Excluded Liability Claim of any Person against ResidualCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Acquired Entities, the Purchased Shares or the Retained Assets, prior to the Effective Time.

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

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

(b) as of the date of this Order, ResidualCo shall be a company to which the CCAA applies, and ResidualCo 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 ResidualCo, *mutatis mutandis*, (ii) *"Property*", as defined in the Initial Order, 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 ResidualCo (including the Cash Consideration) (collectively, the "**ResidualCo Property**"), and, for greater certainty, each of the Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCo Property.

22. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Acquired Entities from the purview of these CCAA Proceedings pursuant to paragraph 21(a) hereof and the addition of ResidualCo as applicant in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and GTL 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, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of GTL in its capacity as Monitor, all of which are expressly continued and confirmed.

23. **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 *Bankruptcy and Insolvency Act* (Canada), as amended (the “**BIA**”) in respect of the Acquired Entities or ResidualCo and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the Acquired Entities or ResidualCo;

(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;

(e) any negative covenants, prohibitions or other similar provisions with respect to the Purchased Shares contained in any Agreements Affecting the Shares/Partnership Interests or other agreement which binds any of the Acquired Entities, and notwithstanding any provision to the contrary in any such agreement;

the Share Purchase Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets and Excluded Liabilities in and to ResidualCo, and transfer of the Existing Interests and Retained Assets, and the issuance of the Subscription Shares, to the Purchaser free and clear of all Claims and Encumbrances) and any payments by or to the Purchaser, the Acquired Entities, ResidualCo, or the Monitor authorized herein or pursuant to the Share Purchase Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Acquired Entities or ResidualCo, and shall not be void or voidable by creditors of the Acquired Entities or ResidualCo, 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

24. **THIS COURT ORDERS** that effective upon the delivery of the Monitor’s Certificate to the Acquired Entities and the Purchaser, (a) the employees, legal counsel and advisors of the Acquired Entities or ResidualCo, (b) the Monitor and its legal counsel and advisors, and their respective present and former directors, officers, partners, employees and advisors, (c) the Purchaser, its directors, officers, employees, legal counsel and advisors, (d) the DIP Lenders, its counsel, and their respective present and former directors, officers, partners, employees and advisors (the Persons listed in (a), (b), (c) and (d) 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 Acquired Entities or its assets, business or affairs, prior dealings with the Acquired Entities (wherever or however conducted or governed), or the administration and/or management of the Acquired Entities or these proceedings (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 ResidualCo 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.

25. **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 25 shall impact the protections in favour of the Monitor pursuant to paragraph 30 hereof.

26. **THIS COURT ORDERS** that, upon the Monitor paying Four Hundred Thousand Dollars ($400,000.00) to Newfoundland Fluorspar Exploration Ltd., pursuant to a royalty agreement dated November 23, 2015 (the “**Royalty Agreement**”), the Royalty Agreement shall be terminated and removed from the Confidential Registry at the Registry Mines for the Province of Newfoundland and Labrador, and the Monitor and the Purchaser shall be authorized to discharge any registrations against any of the Acquired Entities, the Purchased Shares or Retained Assets, as applicable, in accordance with paragraph 11 above.

THE MONITOR

27. **THIS COURT ORDERS** that the Ninth Report, the Confidential Report and the activities of the Monitor set out in the Ninth Report and Confidential 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.

28. **THIS COURT ORDERS** that the Monitor, its employees and representatives shall not be deemed directors of ResidualCo, 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.

29. **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 under the present paragraph.

30. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby, (a) be deemed to have taken part in the management or supervision of the management of the Acquired Entities or ResidualCo, or to have taken or maintained possession or control of the business or property of any of the Acquired Entities or ResidualCo, or any part thereof, or (b) be deemed to be in Possession (as defined in the Initial Order) of any property of the Acquired Entities or ResidualCo within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

SEALING ORDER

31. **THIS COURT ORDERS** that the Third Confidential Report and the Share Purchase Agreement shall be sealed with the Court until such time as the Transactions are closed pursuant to the Closing as outlined in the Share Purchase Agreement.

GENERAL

32. **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 Acquired Entities, Purchased Shares and the Retained Assets.

33. **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
RESIDUALCO

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

35. **THIS COURT DECLARES** that the Monitor and the Acquired Entities shall be authorized to apply as they 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 Acquired Entities and the Monitor as may be deemed necessary or appropriate for that purpose.

36. **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 Acquired Entities, 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 Acquired Entities 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 Acquired Entities, the Monitor and their respective agents in carrying out the terms of this Order.

37. **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 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in therein.

SCHEDULE A

Form of Certificate of Monitor

(see attached)

2022 01G 0709

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Grant Thornton Limited, as Court-Appointed Monitor of Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., Newspar and CFI Newspar Holdings Inc., (collectively, "**CFI**" or the "**Company**");

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

MONITOR'S CERTIFICATE

RECITAL

A. Pursuant to an Initial Order of the Newfoundland and Labrador Supreme Court, in Bankruptcy and Insolvency dated the 11th day of March 2022 (the "**Initial Order**"), which was amended and restated on the 18th day of March, 2022 (the "**ARIO**"), Amendment #1 of ARIO dated June 10th, 2022 (the "**Amended ARIO**"), Amendment #2 to the ARIO dated August 30th, 2022 ("**2nd Amended ARIO**"), Amendment #3 to the ARIO dated October 12th 2022 ("**3rd Amended ARIO**") Amendment #4 to the ARIO dated February 21, 2023 ("**4th Amended ARIO**") and Amendment #5 to the ARIO dated May 18th 2023 ("**5th Amended ARIO**"), Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., Newspar and CFI Newspar Holdings Inc., (collectively referred to herein as the "**Acquired Entities**", and individually as an "**Acquired Entity**") were granted creditor-protection pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") and Grant Thornton Limited was appointed as court-appointed monitor of the Acquired Entities ("**GTL**" or the "**Monitor**").

B. Pursuant to an Order of this Honourable Court dated the __ day of _________, 2023 (the "**Approval and Reverse Vesting Order**"), the Court approved the Share Purchase Agreement made as of the [●] day of May, 2023 (the "**Share Purchase Agreement**") entered into by and between the Acquired Entities, as vendor, and the new successful bidder, as purchaser (the "**Purchaser**"), as well as the Transactions as defined in the Share Purchase Agreement.

C. Unless otherwise indicated or defined herein, capitalized terms used herein shall have the meanings given to them in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES as follows:

1. The Monitor has received written confirmation from the Acquired Entities and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Share Purchase Agreement, including, without limitation, the payment of the Cash Consideration (as defined in the Share Purchase Agreement) by the Purchaser; and

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

Grant Thornton Limited, in its capacity as Monitor of Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., and Newspar, and not in its personal capacity

Per: ______________________________________

Name:

Title:

Schedule “B”

(Non-Exhaustive List of Specific Encumbrances to be Deleted)

Registration in the name of the Acquired Entities registered at the Personal Property Security Registry for the Province of Newfoundland and Labrador, including but not limited to;

1. Registration Number 14986145 as amended by Amendment Number 15667900 in favor of Government of Newfoundland and Labrador, Department of Tourism, Culture, Industry and Innovation;

2. Registration Number 15980576 registered in favor of HSBC Bank of Canada;

3. Registration Number 15980618 registered in favor of HSBC Bank of Canada;

4. Registration Number 17728072 registered in favor of Caterpillar Financial Services Limited;

5. Registration Number 17788076 registered in favor of Caterpillar Financial Services Limited;

6. Registration Number 17938135 as amended by Amendment Number 17943606 in favor of Meridian Onecap Credit Corp.;

8. Registration Number 19074921 as amended by Amendment Numbers 19194646,19268622 and 19274877 in favor of Caterpillar Financial Services Limited;

9. Registration Number 19074947 in favor of Caterpillar Financial Services Limited;

12. Registration Number 14560924 in favor of Bank of Montreal;

13. Registration Number 15980345 in favor of HSBC Bank Canada;

14. Registration Number 15980584 in favor of HSBC Bank Canada;

15. Registration Number 15980600 in favor of HSBC Bank Canada;

16. Registration Number 15980626 in favor of HSBC Bank Canada;

17. Registration Number 16028888 in favor of HSBC Bank Canada;

18. Registration Number 16483109 and amended by Renewal Number 19729250 in favor of Komatsu International (Canada) Inc.;

19. Registration Number 14667497 as amended by Amendment Numbers 14712368, 15199193, 15667934, 16737959, and Renewal Numbers 16737991, 17931833 and 19391762 in favor of Bridging Finance Inc., as Agent;

20. Registration Number 14667521 as amended by Amendment Numbers 14712517, 15199169, 15667884, 16737986, and Renewal Numbers 16738007, 17931825 and 19391770 in favor of Bridging Finance Inc., as Agent and Sprott Bridging Income Fund LP;

21. Registration Number 17133950 in favor of Komatsu International (Canada) Inc.;

22. Registration Number 17203423 as amended by Amendment Number 17265760 in favor of Komatsu International (Canada) Inc.;

23. Registration Number 17542499 as amended by Amendment Number 17578709 in favor of Hickman Leasing Limited;

24. Registration Number 17691296 in favor of Komatsu International (Canada) Inc.;

25. Registration Number 17821000 in favor of Bank of Montreal;

26. Registration Number 17840695 in favor of Ford Credit Canada Leasing, Division of Canadian Road Leasing Company;

27. Registration Number 18204024 in favor of Ford Credit Canada Leasing, Division of Canadian Road Leasing Company;

28. Registration Number 18585851 as amended by Amendment Number 19552025 in favor of Komatsu International (Canada) Inc.;

29. Registration Number 18591297 in favor of Komatsu International (Canada) Inc.;

30. Registration Number 19074905 as amended by Amendment Numbers 19194653, 19268614 and 19274869 in favor of Caterpillar Financial Services Limited;

31. Registration Number 19129444 in favor of De Lage Landen Financial Services Canada Inc.;

32. Registration Number 19219492 as amended by Amendment Number 19223015 in favor of Komatsu International (Canada) Inc.;

33. Registration Number 19424100 in favor of Komatsu International (Canada) Inc.;

34. Registration Number 19432152 in favor of Komatsu International (Canada) Inc.;

35. Registration Number 19433895 in favor of Komatsu International (Canada) Inc.;

36. Registration Number 19434125 in favor of Komatsu International (Canada) Inc.;

40. Registration Number 19605021 in favor of Komatsu International (Canada) Inc.;

Litigation

(a) Mikan Scientific Incorporated vs. Canada Fluorspar (NL) Inc., Small Claims Division 0122C00055;

(b) Arkema France vs. Canada Fluorspar (NL) Inc., et al Case Number CV21006632470000;

(c) Canada Fluorspar Inc., Case Number CV140001054100CL, Business Corporations Act NN;

(d) Inaminka Marine Services vs. Canada Fluorspar (NL) Inc., et al, Federal Court File No. T-279-22

(e) Brandon Burke vs. Canada Fluorspar Inc., Human Rights Compliant 13862

(f) Labour Relations Board File Number 5761

Schedule "C"

(Permitted Encumbrances)

1. The obligations set out in paragraph 8 of the Approval and Reverse Vesting Order.

2. Reservations, limitations, provisions and conditions, if any, expressed in any original grant from the Crown.

3. Title defects or irregularities which are of minor nature, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests provided that same does not materially adversely affect value, use or exploitation.

4. Servitudes, easements, rights of way or similar rights in land granted to or reserved by other persons including minor title defects effecting real property such as reservations and limitations expressed in any original grant from the Crown or as a result of statutory reservations and exceptions to title.

5. Encumbrances securing Retained Liabilities to the extent that such Retained Liabilities are secured by Encumbrances as of the Closing Time.

6. Encumbrances permitted in writing by the Purchaser.

SCHEDULE 2.2(1)
NON-EXHAUSTIVE LIST OF EXCLUDED LIABILITIES

Schedule 2.2(1) - Service Agreements

		Supply Agreements			
Ownership	Supplier	Start Date	End Date	Extensions	Description
Canada Fluorspar Inc., Canada Fluorspar (NL) Inc. or Newspar	RoBuLog	unk.	N/A	N/A	Warehouse space in Rotterdam - the Monitor has been unable to attain the original lease agreement
Canada Fluorspar Inc.	Immersive Technologies	2021-06-17	2024-06-30	N/A	Haul truck simulator software
Canada Fluorspar (NL) Inc.	Modern Business	unk.	N/A	N/A	Repair and supply services of printers
Canada Fluorspar (NL) Inc.	Peter Kiewit Sons ULC	2017-01-01	2022-12-31	N/A	Wharf lease in Marystown
Canada Fluorspar Inc.	Quadra Chemicals Ltd	2020-07-14	2023-07-14	N/A	Reagent supplier
Canada Fluorspar (NL) Inc.	Shred-It	2020-06-04	N/A	N/A	Paper shredding services
Canada Fluorspar Inc.	GFL Environmental	2018-01-04	N/A	N/A	Hazardous waste removal
Canada Fluorspar (NL) Inc.	Eastlink	unk.	N/A	N/A	Internet
Canada Fluorspar (NL) Inc.	Bell Mobility	unk.	N/A	N/A	Cell phone plans
Canada Fluorspar (NL) Inc.	Box L Mining and Ranching LLC	2021-03-24	N/A	N/A	Consultant - General Manager
Canada Fluorspar (NL) Inc.	Western Petroleum	unk.	N/A	N/A	Fuel delivery
Canada Fluorspar (NL) Inc.	Vision33	unk.	N/A	N/A	IT services
Canada Fluorspar (NL) Inc.	NewCo Metal and Auto Recycling Limited	unk.	N/A	N/A	Waste Removal
Canada Fluorspar (NL) Inc.	Brenton Investments Limited	unk.	N/A	N/A	Waste Removal
Canada Fluorspar Inc.	Microsoft	unk.	N/A	N/A	Software licensing

Schedule 2.2(1) - Vendor Leases

	Ownership	Loan No.	Lender	Equipment	Serial No.	Lease Start Date	Lease End Date
	Canada Fluorspar Inc.	104-50006760	Caterpillar Financial Services Limited	2019 Caterpillar 950M Medium Wheel Loader	CAT0950MPJ1S01994	17-Mar-20	17-Mar-23
	Canada Fluorspar Inc.	104-50006760	Caterpillar Financial Services Limited	2019 Caterpillar 349 FL Large Hydraulic Excavator	CAT0349FLHPD20437	17-Mar-20	17-Mar-23
	Canada Fluorspar Inc.	104-50006760	Caterpillar Financial Services Limited	2019 Caterpillar 349 FL Large Hydraulic Excavator	CAT0349FCHPD20619	17-Mar-20	17-Mar-23
	Canada Fluorspar Inc.	104-50006760	Caterpillar Financial Services Limited	2019 Caterpillar 323-07 Hydraulic Excavator	CAT00323CRAZ10565	17-Mar-20	17-Mar-23
	Canada Fluorspar Inc.	104-50007164	Caterpillar Financial Services Limited	2016 Caterpillar CS66B Vibratory Single Drum Soil Compactor	CATCS66BC48700145	03-Jun-20	03-Jun-23
Financing Agreements	Canada Fluorspar (NL) Inc.	9110808001	Bank of Montreal	2020 International Truck HV 607 SBA 4x2	3HAEKTATXLL081490	27-May-20	27-Apr-26
	Canada Fluorspar (NL) Inc.	9110808001	Bank of Montreal	2020 Tremcar 1000LT Tank TC406	21434	27-May-20	27-Apr-26
	Canada Fluorspar Inc.	627097	Meridian OneCap Credit Corp.	2019 Takeuchi TB235-2CR Mini Excavator	123601111	15-Jun-20	15-Jul-24
	Canada Fluorspar (NL) Inc.	8020	Komatsu International (Canada) Inc.	2018 Komatsu WA470-8	KMTWA129VJNA49394	19-Nov-18	19-Sep-22
	Canada Fluorspar (NL) Inc.	8540	Komatsu International (Canada) Inc.	2019 Komatsu PC800LC-8EO	65412	15-Sep-19	15-Aug-24
	Canada Fluorspar (NL) Inc.	8917	Komatsu International (Canada) Inc.	2019 Komatsu PC200LC-8	C78336	01-Apr-20	01-Mar-24
	Canada Fluorspar (NL) Inc.	9598	Komatsu International (Canada) Inc.	2016 Komatsu HM400-5	KMTHMO16HGD010323	01-Mar-21	01-Feb-24
	Canada Fluorspar (NL) Inc.	9597	Komatsu International (Canada) Inc.	2015 Komatsu HM400-5	KMTHM016HJD010975	01-Mar-21	01-Feb-24
Financing Agreements	Canada Fluorspar (NL) Inc.	729842	De Lage Landen Financial Services Canada Inc.	2021 Takeuchi TL8CRWH	408000069	21-Sep-21	01-Jun-24
	Canada Fluorspar (NL) Inc.	729842	De Lage Landen Financial Services Canada Inc.	2021 Takeuchi TL8CRWH	408001563	21-Sep-21	01-Jun-24
	Canada Fluorspar (NL) Inc.	9937	Komatsu International (Canada) Inc.	2021 Komatsu PC800LC	KMTPC186T02065077	19-Sep-21	19-Aug-25
	Canada Fluorspar (NL) Inc.	001-0273646-000	De Lage Landen Financial Services Canada Inc.	Sharp MX3071		30-Sep-21	30-Aug-26
	Canada Fluorspar (NL) Inc.	001-0273643-000	De Lage Landen Financial Services Canada Inc.	Sharp MX4071		30-Sep-21	30-Aug-26
	Canada Fluorspar (NL) Inc.	10183	Komatsu International (Canada) Inc.	2018 Komatsu HD465-8	KMTHD046EGD030004	27-Nov-21	27-Oct-25
	Canada Fluorspar (NL) Inc.	10080	Komatsu International (Canada) Inc.	2018 Komatsu HD465-8	KMTHD046EHD030151	14-Feb-22	14-Jan-26
	Canada Fluorspar (NL) Inc.	10081	Komatsu International (Canada) Inc.	2022 Komatsu HD605-8	KMTHD046CMD030573	22-Dec-21	22-Nov-25
	Canada Fluorspar (NL) Inc.	10298	Komatsu International (Canada) Inc.	2022 Komatsu HD605-8	KMTHD046TMD030583	14-Feb-22	14-Jan-26
	Canada Fluorspar (NL) Inc.	10299	Komatsu International (Canada) Inc.	2022 Komatsu HD605-8	KMTHD046VMD030588	14-Feb-22	14-Jan-26
	Canada Fluorspar (NL) Inc.	10222	Komatsu International (Canada) Inc.	2009 Komatsu WD600-6	KMTWA097P29055003	19-Dec-21	19-Nov-23
	Canada Fluorspar (NL) Inc.	8489	Komatsu International (Canada) Inc.	2019 Komatsu HD465-8	KMTHD046FJD030172	11-Aug-19	11-Jul-24
	Canada Fluorspar (NL) Inc.	8489	Komatsu International (Canada) Inc.	2019 Komatsu HD465-8	KMTHD046CJD030187	11-Aug-19	11-Jul-24
	Canada Fluorspar (NL) Inc.	8489	Komatsu International (Canada) Inc.	2019 Komatsu HD465-8	KMTHD046VJD030201	11-Aug-19	11-Jul-24
	Canada Fluorspar (NL) Inc.	8489	Komatsu International (Canada) Inc.	2019 Komatsu HD465-8	KMTHD046KJD030209	11-Aug-19	11-Jul-24
	Canada Fluorspar (NL) Inc.	16575151	Ford Credit Canada Leasing	2019 Ford F250	1FT7W2BT0KEC85188	21-Dec-18	21-Dec-21
	Canada Fluorspar (NL) Inc.	16575169	Ford Credit Canada Leasing	2019 Ford F250	1FT7W2BT9KEC85187	21-Dec-18	21-Dec-21
	Canada Fluorspar (NL) Inc.	19594647	Ford Credit Canada Leasing	2019 Ford F250	1FT7W2BT9KED44853	01-Feb-22	01-Feb-23
	Canada Fluorspar (NL) Inc.	17840695	Ford Credit Canada Leasing	2020 Ford F250	1FT7W2B65LEC95159	19-May-20	19-Jun-23
	Canada Fluorspar (NL) Inc.	18204024	Ford Credit Canada Leasing	2020 Ford F150	1FTFW1E58LKE83314	04-Sep-20	04-Sep-23

2.2(1) - Secured Creditors, Capital Leases, Employees, Service Canada, Unsecured Creditors

Secured Creditors	Amount
Bridging Finance Inc. as of October 17, 2022 plus accruing interest and costs	73,128,742.00
HSBC	5,559,752.22
Province of Newfoundland and Labrador Principal as of July 6, 2022, plus accruing interest and costs	18,170,904.00
Total	**96,859,398.22**

Capital Leases	Amount
BMO for Harvey & Company	140,748.90
CAT Financial Credit	852,454.17
Hickman Motors	56,273.81
Mitsubishi HC Capital Canada Leasing Inc.	224,085.33
Ford Credit	217,948.98
De Lage Landen Financial	53,666.71
Komatsu International (Canada) Inc.	8,667,601.98
Quadra Chemicals Ltd.	1.00
United Rentals	47,456.44
Meridian Financing	29,155.94
Total	**10,289,393.26**

Employees	Amount
Total owing to employees	3,961,783.13
Less: Amount covered by WEPPA	- 1,803,302.10
Total	**2,158,481.03**

Service Canada	Amount
WEPP	1,803,302.10
Total	**1,803,302.10**

Unsecured Creditors	Amount
A. Harvey & Co. LTD	132,904.21
Acklands - Grainger Inc.	22,658.89
Adaptive Marine Solutions Inc.	45,198.26
AGAT Laboratories	8,132.81
Aggregate Equipment (Prepayment Balance)	1.00
Agilent Technologies Canada Inc.	22,049.03
AGP Mining Consultants Inc.	45,499.75
Air Liquide Canada Inc.	94,356.66
Akita Equipment & Auto Transfer	55,545.00
Alkeemia SpA	1.00
Alltech Consulting Inc.	18,146.54
Ameritrol, Inc.	1,107.68
Andrew Moores	2,180.00
Argentia Freezers & Terminals (Division of A. Harvey)	2,819.73
Arkema France	1.00
Arkema Inc.	1.00
Arthur Hann	2,691.58
Asgco Manufacturing Inc.	26,835.06
Aslan Technologies Inc.	267.09
Atlantic Canada Opportunities Agency	5,000,000.00
Atlantic Crane & Material Handling Limited	7,808.43
Atlantic Explosives Limited	1,993,939.22
Atlantic Purification Systems	17,825.18
Aylward's Home Centre - Marystown	13,183.59
Aylwards Home Centre - St. Lawrence	3,382.44
Baird & Associates	139,998.23
Bank of Montreal	1.00
Bank of Montreal - Navistar Capital	143,826.66
Basil Fearn (93) Limited	75,394.25
Battlefield Equipment	23,784.71

Unsecured Creditors	Amount
Bay View Apartments	34,615.00
BDI a division of Bell Mobility Inc.	1,720.23
Bell Mobility	2,984.67
Belzona Atlantic Canada	37,356.67
Bluewater Newfoundland Ltd.	1.00
Box L Mining and Ranching LLC	72,692.63
Brandt Tractor Ltd.	52,378.87
Brenco High Voltage Solutions	58,079.03
Brenton Industrial	6,771.60
Brenton Investments Limited	33,558.31
Brenton Rentals & Sales Ltd.	109,243.46
Bretagne Canada Inc.	1.00
Bridging Finance Inc.	3,618.41
Bruce Sutherland Associates Limited	136.44
Burin Peninsula Chamber of Commerce	130.00
Butland Communications	16,732.72
Cahill Fabrication Structural	43,121.55
Cahill Technical Services	2,029.75
Canadian Manufacturers & Exporters	862.50
Canadian Tire	6,439.99
Caraustar Industrial	66,451.97
Carl Spaeter GmbH	1.00
Caterpillar Financial Services Limited	1.00
CDW Canada Corp.	58,710.32
Century2K Inc	4,887.50
Ceridian Canada Ltd.	3,392.50
The Chemours Company	1.00
Chromalox	16,396.87
City Electric Supply	5,932.50
Cole Parmer	5,616.51
Colin Pittman Photography	2,472.50

Unsecured Creditors	Amount
Concur Technologies Inc	368.46
Core Engineering Inc.	1.00
Cox & Palmer	6,097.72
Control Pro Distributors Inc.	10,623.98
Deloitte LLP	1.00
Dallas Mercer Consulting Inc.	15,439.90
Dassault Systemes Canada Inc.	1,978.00
Davies Ward Phillips & Vineberg LLP	47,130.73
Davis Industrial Hygiene	4,600.00
De Lage Landen Financial Services Canada Inc.	2,383.33
D.F. Barnes Service Limited	1.00
DocuSign Inc.	8,326.99
Donaldson Company, Inc.	746.11
Dormody Engineering Incorporated	151,662.00
Dunphy's Transport Inc.	13,938.00
Eagle Crusher	1,000.95
Easy-Kllen Pressure System Ltd.	1,409.78
East Coast Hydraulics Nfld Ltd.	11,247.28
East Coast Metal Fabrication (2015) Inc.	1,035.00
Eastern Analytical Ltd.	27,517.10
Eastern Composite Services Inc.	73,560.17
Eastlink	2,655.24
Edward Kelly	1,569.97
Eddie Bauer LLC	48,467.60
Eggerding B.V.	18,380.70
Eggerding Industrial Minerals	1.00
Electronic Centre Limited	535.22
Emberley's Transport Ltd.	54,820.70
EMCO Corporation	1.00
Emco Waterworks	89,641.55
Export Development Canada	14,036.16

Unsecured Creditors	Amount
Farrell's Excavating Ltd.	619,383.19
Farrell's Fuels Ltd.	1.00
Federal Express Canada Ltd.	31.70
FILTERFAB COMPANY	862.96
FLS Transportation Services	15,181.80
FLSmidth Inc. - Salt Lake City Operations	63,554.17
Fluorchemie Stulln GmbH	1.00
Fluorsid	1.00
Fortis Concrete	1.00
Ford Credit Canada Leasing	1.00
Fuze Logistics Services Inc.	10,010.75
GCR Tires & Service - Div. of Bridgestone Canada Inc.	2,168,074.44
General Auto & Industrial	537,926.19
GFL Environmental Services, Inc.	4,328.89
Golden Gate Capital	25,309.27
Golder Associates Ltd.	9,810.45
Government of Newfoundland and Labrador - Health and Post-Secondary Education Tax	1.00
Graham Tobin	12,650.00
Graybar Canada Limited	2,483.03
Greif Packaging LLC	66,451.97
Groeneveld Lubrication Solutions Inc.	6,102.36
Gujarat Fluorchemicals Limited	1.00
Guy J. Bailey Ltd.	1,725.00
H2FLOW Equipment Inc.	2,697.46
Hamilton Equipment Company, Inc	499.62
Head, Johnson, Kachigian & Wilkson, PC	31,915.80
HERCULES SLR INC.	102,314.87
Hi- Tech Scales LTD	22,477.56
Hi-Tech Communications Ltd.	1.00
Hi-Point Industries	16,656.03
Hickman Leasing Limited	1.00

Unsecured Creditors	Amount
Hiscock's Spring Service	4,592.20
Hitech Communications Ltd.	27,634.55
Honeywell International Inc. c/o Adams and Reese LLP	1.00
Horsburgh & Scott	4,152.65
Hoskin Scientific	552.00
Hotsy Water Blast Manufacturieng	1,045.81
Hubert Beck	1,800.00
Immersive Technologies, Inc.	1.00
Imprint Speciality Promotions Limited	20,196.30
Inaminka Marine Services Ltd.	130,081.02
Inspectorate America Corporation (Bureau Veritas) FX 1.25	104,625.00
ICS Wear Group Inc.	5,078.33
IRL Supplies	706.69
Jenike & Johanson Ltd.	16,706.50
Jewer Bailey Consultants Ltd.	25,766.90
JMT of New York Inc.	747.50
K&D Pratt	1,202.89
Kal Tire	185,808.61
Ken Palko	3,406.18
Kiewit Offshore Services, a div of PKSU	132,283.06
Komatsu International (Canada) Inc.	1.00
Knight Piesold	14,531.59
Knightsbridge Robertson Surrette	94,231.00
Lanxess Deutschland GmbH	1.00
Laurentide Controls Ltd.	81,400.16
LGL Limited	31,259.83
Liftow Limited	384.76
LSW Wear Parts Ltd.	6,203.29
M&M Quick Copy	11,718.62
Major's Contracting Ltd	754,028.58
Mallay's Industrial Services Ltd.	61,189.30

Unsecured Creditors	Amount
Manulife Financial	63,409.25
Maples and Calder	1,457.30
Marystown Ford Sales	1,532.31
Meridian OneCap Credit Corp.	29,155.94
Metso Outotec Canada Inc.	2,102.09
Mid-Ship Group LLC	5,679.68
Mikan Scientific Inc.	13,749.29
Mitsubishi HC Capital Canada Leasing, Inc.	1.00
Modern Business Equipment	7,181.43
Modspace Financial Services, Canada	1.00
Montreal Tractor Inc.	1,788.27
Morrison Hershfield	20,102.00
M-Roc Ltd.	1,333,479.86
Multotec Canada Ltd.	51,750.98
Newfound Forming Limited	5,750.00
Newfound Mechanical Limited	146,323.13
Newfoundland Distributors Ltd.	5,629.86
Newfoundland Marine Surveys Inc.	2,781.08
Newfoundland Power	566,847.84
Noord Nederlandche P&I Club	1.00
Norman Marine Services	56,064.80
Norman Wilson	9,395.00
North Atlantic Systems Inc.	3,953.77
OK Tire - B&W Property Enterprises (2013) Ltd.	86,723.44
Orkin Canada	2,962.40
Ormac Industrial Supply Inc.	86,039.47
OSIsoft LLC	100,968.96
OSIsoft Canada LLC	8,050.00
Oxford Instruments America Inc.	20,483.60
Palko Mining & Materials Consulting Ltd.	125,086.00
Pardy's Recreation & Marine Ltd.	28,638.05

Unsecured Creditors	Amount
Pardy's Waste Management and Industrial Services Limited	205,209.00
Parts for Trucks, Inc.	4,748.84
PBA Industrial Supplies Ltd.	10,815.75
PEAK Design Limited	2,300.00
Peninsula Castle	4,192.07
Peninsula Glass & Tire	957.95
Pennecon Grand Banks Warehousing	486,953.27
Pennecon Technical Services Limited	108,912.12
Peter Kiewit Sons ULC	18,669.86
Pike's Building Centre	110.91
Price Waterhouse Coopers LLP	5,045.05
Provall Parts Ltd.	1.00
Provincial Fence Products Limited	87.98
Puglisevich Crews & Services Limited	2,277.00
Quadra Chemicals Inc.	144,424.33
Ray Quinney & Nebeker	402.50
R&E TRANSPORTATION	13,786.75
R. Pittman Enterprises	8,625.00
Receiver General	27,632.19
Renu Industries Canada	488.75
Richard A. Spellacy, MM	252,900.00
Rideout Tool and Machine Inc.	21,484.22
Riverside Aggregate Solutions Inc.	15,063.24
Rio Tinto Canada Management Inc.	1.00
RJG Construction Limited	226,100.10
RoBulog, Rotterdam Bulk Logistics	19,500.00
Rock Safety Industrial Ltd.	31,322.76
Rothlochston Subsea Inc	6,546.72
Russel Metals Inc.	8,422.60
RYKE Reliability Inc.	117,069.30
S&S Supply	2,852.00

Unsecured Creditors	Amount
S.E. International	97.46
SANSOM Equipment Ltd.	99,726.35
Scandinavian Fittings & Flanges Canada Inc.	15,277.75
Scheruhn Industrie-Mineralien GmbH & Co.	1.00
Seabulk Inc	15,480.94
Sea Hawk Limited	1.00
Sepor, Inc	594.43
Sepro Mixing & Pumping Corp.	48,202.76
SGS Nederland BV	10,236.89
SGS North America, Inc.	1,708.29
Shred-it International ULC	1,947.11
Siebtechnik Tema	76,861.59
Slack Technologies, LLC	32,363.76
SLR Consulting	1.00
SMS Equipment Inc.	4,775,232.96
SRF Ltd.	1.00
Solvay GmbH	1.00
Soutex Inc.	78,244.83
SP Excavating Inc.	20,527.50
Spartan Industrial Marine	607.09
St. Lawrence Clover Farm	7,989.37
St. Lawrence Pharmacy	2,200.00
St. Lawrence Area Trail Association	1.00
Staples Advantage/Corporate Express	18,964.95
Stellar Industrial Sales Ltd.	4,044.02
Summit Mechanical Services (2020) Limited	46,405.43
T R Excavating Inc.	270,908.73
Tag Team Mechanical	6,563.97
Tamal Industrial Rubber Limited	1,706.90
Tanfac Industries Ltd.	1.00
Tank Connection LLC	2,299.71

Unsecured Creditors	Amount
Tega Industries Canada Inc.	88,943.67
TEMA ISENMANN, Inc.	9,202.80
Thermo Fisher	4,973.28
Tiller Engineering Inc.	17,250.00
Tobin's Efficiency Units	7,590.00
Toromont CAT	274,467.67
Town of St. Lawrence	462,000.00
trajectorE Engineering Inc.	11,500.00
Transport Canada	17,011.20
United Rentals of Canada Inc.	172,160.74
UPS Canada	197.45
Vallen Canada Inc	75,532.89
Valmin Fire Protection Ltd	91,592.44
Vipond Inc.	2,760.00
Vision 33	11,258.67
Wagenborg Shipping B.V	1.00
Wajax Industrial Components	48,513.00
Wally Drake's Trucking	28,076.77
Walter Loder	12,132.50
Wamic Holdings Inc.	1,444.25
Water Blast Manufacturing LP	860.60
Weir Minerals Canada Inc.	353,298.16
WESCO Distribution Canada LP	119,854.98
Western Alliance Logistics	5,554.50
Western Petroleum Newfoundland Limited	2,559,283.86
Westlund, a Division of EMCO	14,797.40
Williams Scotsman	11,531.66
Wiscombe's Cleaning	8,029.73
WorkplaceNL	220,107.50
Youngs Industrail Refrigeration Ltd.	1.00
Total	**29,298,967.55**

Schedule 2.2(1) - Security Registrations

Ownership	Secured Parties	Security Registrations Registration Number	Description	Serial Number	Expiry Date	File Number
Canada Fluorspar (NL) Inc.	Meridian OneCap Credit Corp.	17988551	2014 JLG G10-55A	0160065042	2026-07-03	AVS13779528
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2010 BobCat S185 Skidsteet Loader w/ Cab	A3L938724	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2007 Ford LCF S/A Boom Truck	3FRML55Z57V632753	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	1993 12T Boom Truck	1HTGLA2T8PH481732	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2009 Blue Bird Vision 30 FT Bus	1BAKGCPH69F256469	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	1992 RT760 Crane	76203	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2004 Welding Truck - Ford Truck	1FTNW21P34EC66519	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2005 Mechanic's Utility Truck - Ford 350	1FDSF35P35B72298	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2008 Ford F150 Crew - RED	1FTPW14V48FB80357	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2008 Ford F150	1FTRX14W28FA11694	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2008 Ford F150	1FTRX14809FB42920	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2009 Ford Ranger	1FTZR45E49PA26050	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2011 Ford F150	1FTEX1EM9BFB07115	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2011 Ford F150	1FTEX1EM2BFB07117	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2011 GMC Sierra 1500 EXT Cab	1GTR2UEA8BZ394839	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2011 Ford Ranger	1FTKR4EE6BPA3603	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2014 Chevy Silverado	3GCUKREC9EG500616	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2015 Ford F150 4x4	1FTFW1EF3FFC00291	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Government of Newfoundland and Labrador	15667900	2015 Chevy Silverado 1500 4WD Crew LT	3GCUKREC3FG111472	2023-05-31	30021449-19
Canada Fluorspar (NL) Inc.	HSBC Bank Canada	15980345	General Security Agreement	N/A	2023-05-30	20170463
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	HSBC Bank Canada	15980584	General Security Agreement	N/A	2023-05-30	20170463
Canada Fluorspar (NL) Inc.	HSBC Bank Canada	15980600	Accounts Receivable	N/A	2023-05-30	20170463
Canada Fluorspar (NL) Inc. & Canada Fluorspar Inc.	HSBC Bank Canada	15980618	Assignment to Canada Fluorspar Inc from Canada Fluorspar (NL) Inc	N/A	2023-05-30	20170463
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	HSBC Bank Canada	15980626	Assignment to Newspar from Canada Fluorspar (NL) Inc	N/A	2023-05-30	20170463
Canada Fluorspar (NL) Inc.	HSBC Bank Canada	16028888	Assignment of Insurance Proceeds (selected policies)	N/A	2023-06-11	20170463
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19729250	2018 Komatsu WA470-8 Wheel Loader	A49394	2023-11-23	
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2010 BobCat S185 Skidsteet Loader w/ Cab	A3L938724	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2007 Ford LCF S/A Boom Truck	3FRML55Z57V632753	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	1993 12T Boom Truck	1HTGLA2T8PH481732	2024-02-02	SM036684.8

Schedule 2.2(1) - Security Registrations

Ownership	Secured Parties	Security Registrations Registration Number	Description	Serial Number	Expiry Date	File Number
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2009 Blue Bird Vision 30 FT Bus	1BAKGCPH69F256469	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	1992 RT760 Crane	76203	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2004 Welding Truck - Ford Truck	1FTNW21P34EC66519	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2005 Mechanic's Utility Truck - Ford 350	1FDSF35P35B72298	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2008 Ford F150 Crew - RED	1FTPW14V48FB80357	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2008 Ford F150	1FTRX14W28FA11694	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2008 Ford F150	1FTRX14809FB42920	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2009 Ford Ranger	1FTZR45E49PA26050	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2011 Ford F150	1FTEX1EM9BFB07115	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2011 Ford F150	1FTEX1EM2BFB07117	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2011 GMC Sierra 1500 EXT Cab	1GTR2UEA8BZ394839	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2011 Ford Ranger	1FTKR4EE6BPA3603	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2014 Chevy Silverado	3GCUKREC9EG500616	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2015 Ford F150 4x4	1FTFW1EF3FFC00291	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Bridging Finance Inc.	19391762	2015 Chevy Silverado 1500 4WD Crew LT	3GCUKREC3FG111472	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2010 BobCat S185 Skidsteet Loader w/ Cab	A3L938724	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2007 Ford LCF S/A Boom Truck	3FRML55Z57V632753	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	1993 12T Boom Truck	1HTGLA2T8PH481732	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2009 Blue Bird Vision 30 FT Bus	1BAKGCPH69F256469	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	1992 RT760 Crane	76203	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2004 Welding Truck - Ford Truck	1FTNW21P34EC66519	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2005 Mechanic's Utility Truck - Ford 350	1FDSF35P35B72298	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2008 Ford F150 Crew - RED	1FTPW14V48FB80357	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2008 Ford F150	1FTRX14W28FA11694	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2008 Ford F150	1FTRX14809FB42920	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2009 Ford Ranger	1FTZR45E49PA26050	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2011 Ford F150	1FTEX1EM9BFB07115	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2011 Ford F150	1FTEX1EM2BFB07117	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2011 GMC Sierra 1500 EXT Cab	1GTR2UEA8BZ394839	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2011 Ford Ranger	1FTKR4EE6BPA3603	2024-02-02	SM036684.8

Schedule 2.2(1) - Security Registrations

Ownership	Secured Parties	Security Registrations Registration Number	Description	Serial Number	Expiry Date	File Number
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2014 Chevy Silverado	3GCUKREC9EG500616	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2015 Ford F150 4x4	1FTFW1EF3FFC00291	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc., Canada Fluorspar Inc. & Newspar (a general partnership) & Newspar Holdings Inc.	Bridging Finance Inc.	19391770	2015 Chevy Silverado 1500 4WD Crew LT	3GCUKREC3FG111472	2024-02-02	SM036684.8
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	17133950	2019 Komatsu HD465-8 Rigid Truck	30201	2024-07-23	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	17133950	2019 Komatsu HD465-8 Rigid Truck	30209	2024-07-23	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	17133950	2019 Komatsu HD465-8 Rigid Truck	30172	2024-07-23	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	17133950	2019 Komatsu HD465-8 Rigid Truck	30187	2024-07-23	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	17265760	2019 Komatsu PC800LC-8EO	65412	2024-08-15	
Canada Fluorspar (NL) Inc.	Hickman Leasing Limited	17578709	2018 Chevrolet Silverado 3500	1GC4KZEY1JF280556	2023-12-19	25901
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	17691296	2019 Komatsu PC200LC-8 Excavator	C78336	2024-03-03	
Canada Fluorspar (NL) Inc.	Bank of Montreal	17821000	2020 International Truck HV 607 SBA 4x2	3HAEKTATXLL081490	2027-05-11	304014
Canada Fluorspar (NL) Inc.	Bank of Montreal	17821000	2020 TREMCAR 1000LT TANK TC406	21434	2027-05-11	304014
Canada Fluorspar (NL) Inc.	Ford Credit Canada Leasing	17840695	2020 FORD F250	1FT7W2B65LEC95159	2023-05-19	16909395
Canada Fluorspar (NL) Inc.	Ford Credit Canada Leasing	18204024	2020 FORD F150	1FTFW1E58LKE83314	2023-09-04	18332531
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19552025	2018 Komatsu HM400-5	10975	2024-02-02	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	18591297	2016 Komatsu HM400-5	10323	2025-02-04	
Canada Fluorspar (NL) Inc.	Caterpillar Financial Services Limited	19274869	2015 Caterpillar 972M	CAT0972MEA8P00936	2026-07-15	AVS16698871
Canada Fluorspar (NL) Inc.	De Lage Landen Financial Services Canada Inc.	19129444	2021 Takeuchi TL8CRWH	408001563	2025-08-03	1073279-DL1
Canada Fluorspar (NL) Inc.	De Lage Landen Financial Services Canada Inc.	19129444	2021 Takeuchi TL8CRWH	408000069	2025-08-03	1073279-DL1
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19223015	2012 Komatsu PC800LC	65077	2025-09-02	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19424100	2018 Komatsu HD465-8	30004	2025-11-18	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19432152	2009 Komatsu WD600-6	55003	2023-11-22	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19729276	2022 Komatsu HD605-8	30573	2023-11-23	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19434125	2022 Komatsu HD605-8	30573	2025-11-23	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19605021	2022 Komatsu HD605-8	30588	2026-02-04	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19605021	2022 Komatsu HD605-8	30583	2026-02-04	
Canada Fluorspar (NL) Inc.	Komatsu International (Canada) Inc.	19605021	2018 Komatsu HD465-8	30151	2026-02-04	
Canada Fluorspar Inc.	HSBC Bank Canada	15980576	General Security Agreement	N/A	2023-05-30	20170463
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	17728072	2019 CATERPILLAR 950M	CAT0950MPJ1S01994	2024-03-18	AVS13154381
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	17728072	2019 CATERPILLAR 349FL	CAT0349FLHPD20437	2024-03-18	AVS13154381
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	17728072	2019 CATERPILLAR 349FL	CAT0349FCHPD20619	2024-03-18	AVS13154381
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	17728072	2019 CATERPILLAR 323-07	CAT00323CRAZ10565	2024-03-18	AVS13154381
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	17788076	2016 CATERPILLAR CS66B	CATCS66BC48700145	2024-04-25	AVS13328825
Canada Fluorspar Inc.	Meridian OneCap Credit Corp.	17943606	2019 TAKEUCHI TB235-2CR	123601111	2025-06-18	AVS13678558
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	19274877	2015 CATERPILLAR 972M	CAT0972MEA8P00936	2026-07-15	AVS16698873
Canada Fluorspar Inc.	Caterpillar Financial Services Limited	19074947	General Security Over Assets Purchased from Caterpillar Financial Services Limited	N/A	2031-07-15	AVS16698926
Canada Fluorspar (NL) Inc.	Bank of Montreal	14560924	Pledge of cash collateral	N/A	2023-12-13	942437-BM44

Schedule 2.2(1) - Customer Commitments

Customer Commitments					
Ownership	**Name**	**Start Date**	**End Date**	**Extensions**	**Quantity**
Canada Fluorspar Inc. & Canada Fluorspar (NL) Inc.	Arkema France	1-Apr-20	31-Dec-31	N/A	40,000 DMT
Canada Fluorspar (NL) Inc.	The Chemours Company FC, LLC	01-Jan-18	31-Dec-22	Option to 31-Dec-27	45,000 DMT
Canada Fluorspar Inc. & Canada Fluorspar (NL) Inc.	Fluorsid S.p.A.	01-Jan-22	31-Dec-22	N/A	25,000 DMT
Canada Fluorspar Inc. & Canada Fluorspar (NL) Inc.	Lanxess Deutschland GmbH	01-Jan-22	31-Dec-22	N/A	8,000-10,000 DMT
Canada Fluorspar (NL) Inc.	Rio Tinto Canada Management Inc.	01-May-19	31-Dec-23	N/A	25,000 DMT
Canada Fluorspar Inc. & Canada Fluorspar (NL) Inc.	Solvay S.A.	01-Jan-22	31-Dec-22	N/A	9,000 DMT
Canada Fluorspar (NL) Inc.	SRF Ltd.	18-Oct-21	31-Mar-22	N/A	30,000 DMT
Canada Fluorspar Inc. & Canada Fluorspar (NL) Inc.	Tanfac Industries Ltd	30-Nov-21	31-Mar-22	N/A	5,000 DMT
Canada Fluorspar (NL) Inc.	Scheruhn Industrie-Mineralien GmbH & Co. KG	30-Nov-21	Unknown	N/A	15,000 DMT
Canada Fluorspar (NL) Inc.	Carl Spaeter	Unknown	Unknown	Unknown	Unknown
Canada Fluorspar (NL) Inc.	Alkeemia SPA	Unknown	Unknown	Unknown	Unknown
Canada Fluorspar (NL) Inc.	Eggerding International Minerals	Unknown	Unknown	Unknown	Unknown
Canada Fluorspar (NL) Inc.	Fluorchemie	Unknown	Unknown	Unknown	Unknown
Canada Fluorspar (NL) Inc.	Gujarat	Unknown	Unknown	Unknown	Unknown
Canada Fluorspar (NL) Inc.	Sea Hawk	Unknown	Unknown	Unknown	Unknown

Summary

	Business Number	Corporate Tax RC Pre Insolvency 21-Feb-22	Corporate Tax RC Post Insolvency / Pre Closing February 22, 2022 - June 9, 2023	HST RT Pre Insolvency 21-Feb-22	HST RT Post Insolvency / Pre Closing February 22, 2022 - June 9, 2023	Payroll RP Pre Insolvency 21-Feb-22	Payroll RP Post Insolvency / Pre Closing February 22, 2022 - June 9, 2023
Canada Fluorspar Inc.	83297 1568	Retained Asset	Retained Asset	Excluded Liability	Excluded Asset	Excluded Liability	Excluded Liability
Canada Fluorspar (NL) Inc.	89811 4087	Retained Asset	Retained Asset	Excluded Liability	Excluded Asset	Excluded Liability	Excluded Liability
Newspar	85178 5105	Retained Asset	Retained Asset	Excluded Liability	Excluded Asset	Excluded Liability, if any	Excluded Liability
CFI Newspar Holdings Inc.	70724 8126	Retained Asset	Retained Asset	Excluded Liability	Excluded Asset	Excluded Liability, if any	Excluded Liability

Further details on the excluded tax liabilities are as follows:

Canada Fluorspar Inc.	HST	$Nil	Taxes owing, pentalties and interest, if any, are Excluded Liabilities
	Payroll	$Nil	CRA completed a deemed trust audit (payroll) and determind no amounts payable. Should there be any balances owing they are Excluded Liabilities
	Non-resident Withholding taxes	$Nil	Taxes owing, pentalties and interest, if any, are Excluded Liabilities
	Form T106 - Information Return for Non-Arm's Length Transactions with Non-Residen	20,000.00	Taxes owing, pentalties and interest, if any, are Excluded Liabilities
Canada Fluorspar (NL) Inc.	HST	4,020,621.71	CRA has Reassessed the pre-filing HST liability
	Payroll	$Nil	Taxes owing, pentalties and interest, if any, are Excluded Liabilities
	Non-resident Withholding taxes	28,128.25	Unsecured portion of prefiling liability.
	Non-resident Withholding taxes - deemed trust	76,438.26	
	Form T106 - Information Return for Non-Arm's Length Transactions with Non-Residen	20,000.00	Taxes owing, pentalties and interest, if any, are Excluded Liabilities
Newspar	All taxes owing, penalties and interest, if any, are Excluded Liabilities		
CFI Newspar Holdings Inc.	All taxes owing, penalties and interest, if any, are Excluded Liabilities		

SCHEDULE 4.1
EXCLUDED ASSETS & EXCLUDED CONTRACTS

Schedule 4.1 - Excluded Assets

	Excluded Assets	
Owner	**Description**	**Location**
Canada Fluorspar (NL) Inc.	500 Common Shares (100%) holding in CFI AZ Holdings Inc. (NL)	N/A
Grant Thornton Limited, Monitor for CFI, CFI (NL), CFI Newspar and Newspar	The Deposit	
Grant Thornton Limited, Monitor for CFI, CFI (NL), CFI Newspar and Newspar	The Cash Consideration	
Grant Thornton Limited, Monitor for CFI, CFI (NL), CFI Newspar and Newspar	Any cash on hand with the Monitor at Closing	
Atlantic Explosives Limited	Magazines for explosives	Mine/Mill Area
Brenco High Voltage Solutions	Line truck (VIN# 1FVHBXBS01HJ46927)	Mine/Mill Area
HSBC Bank Canada (Court Appointed Receiver)	Trade accounts receivable to February 21, 2022	N/A
GFL Environmental Inc.	Garbage Bins (Hazardous Waste)	Various
Grant Thornton Limited, Monitor for CFI, CFI (NL) and Newspar	HST Refunds owing from the Canada Revenue Agency to CFI, CFI (NL), CFI Newspar and Newspar from November 1, 2022 to Closing (est. $153,310.30 to March 31, 2023)	N/A
Canada Fluorspar (NL) Inc.	Prepaid Insurance in the amount of $272,580.95 (June 9, 2023 to November 30, 2023	N/A
NewCo Metal and Auto Recycling Limited	Garbage Bins (Scarp Metal)	Various
Brenton Investments Limited	Garbage Bins	Various

SCHEDULE 5.1(5)
ENVIRONMENTAL PERMITS

Schedule 5.1(5) - Environmental Permits

PERMITS				
Identification	Ownership	Description	Issuance	Expiry Date
AA22-085691	Canada Fluorspar Inc. (NL)	Certificate of Approval	17-Aug-22	17-Aug-27
ML-CFI-01	Canada Fluorspar Inc.	Mill License	31-Jul-17	1-Jul-22
COR-2022-1499	Canada Fluorspar Inc.	Explosive Magazine Permit	22-Aug-22	22-Aug-23
22-03-03348	Canada Fluorspar Inc. (NL)	Commercial Cutting Permit 2022	13-Jan-22	31-Dec-22
17-01-001	Canada Fluorspar Inc. (NL)	DFO - Fisheries Act Authorization	9-Feb-17	31-Dec-29
13582	Canada Fluorspar Inc. (NL)	Fuel Station - Diesel Fuel Storage Tank (WP)	15-Jul-16	n/a
ALT8578-2016	Canada Fluorspar Inc. (NL)	Culvert Replacement	18-Apr-16	n/a
ALT8618-2016	Canada Fluorspar Inc. (NL)	Temporary Culvert	29-Apr-16	n/a
ALT8604-2016	Canada Fluorspar Inc. (NL)	Mill Site Event Pond	29-Apr-16	n/a
ALT8728-2016	Canada Fluorspar Inc. (NL)	Fish Barrier	29-Jun-16	n/a
SS17-051272	Canada Fluorspar Inc. (NL)	Permit to Construct - Sewage Treatment Plant	19-May-17	19-May-19
CL-UOG22-07001	Canada Fluorspar Inc. (NL)	Used Oil Certificate of Registration	7-Jul-22	n/a
CL-UOG22-07002	Canada Fluorspar Inc. (NL)	Used Oil Certificate of Registration	7-Jul-22	n/a
ML-CFI-02	Canada Fluorspar Inc. (NL)	Mill License	31-Aug-22	31-Aug-27
14701	Canada Fluorspar Inc. (NL)	Fuel Station - Diesel Fuel Storage Tank	26-Sep-17	n/a
14702	Canada Fluorspar Inc. (NL)	Fuel Station - Diesel Fuel Storage Tank	26-Sep-17	n/a
14882	Canada Fluorspar Inc. (NL)	Oil Storage Tank - Maintenance Shop - T01	13-Mar-18	n/a
14883	Canada Fluorspar Inc. (NL)	Oil Storage Tank - Maintenance Shop - T02	13-Mar-18	n/a
14936	Canada Fluorspar Inc. (NL)	Oil Storage Tank - Maintenance Shop - T03	13-Mar-18	n/a
14937	Canada Fluorspar Inc. (NL)	Oil Storage Tank - Maintenance Shop - T04	13-Mar-18	n/a
SS18-081295	Canada Fluorspar Inc. (NL)	Permit to Construct - Septic Field (Mine Dry)	14-Aug-18	n/a
2020-201620	Canada Fluorspar Inc. (NL)	Navigable Waters Permit - BBMT	14-Jul-20	n/a
2020-105-00022	Canada Fluorspar Inc. (NL)	DFO - Fisheries Act Authorization	4-Sep-20	n/a
HS-2020 109658 00	Canada Fluorspar Inc. (NL)	Certificate of Approval - Septic Field (Mobile Maintenance)	26-Nov-20	n/a
28796	Canada Fluorspar Inc. (NL)	Fuel Tank - Blue Beach Marine Terminal	2-Sep-21	n/a
010709577-003	Canada Fluorspar Inc. (NL)	Radio License	27-Oct-20	31-Mar-24
ALT12186-2021	Canada Fluorspar Inc. (NL)	Permit to Alter a Body of water - Temp Bridge Install	9-Nov-21	9-Nov-23

EXHIBIT A
FORM OF SUBSCRIPTION AGREEMENT

Execution Version

SUBSCRIPTION AGREEMENT

CANADA FLUORSPAR INC.

(A corporation incorporated under the laws of Ontario)

SUBSCRIPTION AGREEMENT FOR COMMON SHARES

1. Definitions. Whenever used in this Subscription Agreement, the following terms and phrases shall have the meanings indicated. Other terms with initial capitals used in the Subscription Agreement shall have the meaning herein that are ascribed to them therein.

"**ARIO**" means the amended and restarted initial order of the Supreme Court of Newfoundland and Labrador, in Bankruptcy and Insolvency dated March 18, 2022, in respect of Canada Fluorspar Inc., Canada Fluorspar (NL) Inc., and Newspar pursuant to the *Companies' Creditors Arrangement Act* and the amendments dated June 10, 2022, August 30, 2022, October 12, 2022, February 21, 2023 and May 18, 2023.

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in St. John's, in the Province of Newfoundland and Labrador are not open for business.

"**Common Shares**" means common shares in the capital of the Company.

"**Initial Order**" means the order of the Supreme Court of Newfoundland and Labrador, in Bankruptcy and Insolvency dated March 11, 2022, in respect of Canada Fluorspar Inc., Canada Fluorspar (NL) Inc., and Newspar pursuant to the *Companies' Creditors Arrangement Act.*

"**Knowledge of the Monitor**" means where any representation or warranty contained in this Agreement is qualified by knowledge of the Monitor, it will be deemed to refer to the actual knowledge of the Monitor, without making inquiries into matters that are the subject of the representation and warranties.

"**Offering**" means the offering for sale by the Company of the Common Shares as set out in this Subscription Agreement.

"**Person**" means any individual (whether acting as an executor, trustee, administrator, legal representative, agent or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association.

"**RVO**" means an approval and reverse vesting order as defined in the share purchase agreement dated the 26 day of May, 2023 between Canada Fluorspar Inc., Canada Fluorspar (NL) Inc., Newspar and CFI Newspar Holdings Inc., as the Acquired Entities and [redacted] as Purchaser.

"**Securities**" has the meaning as set out Section 2.

"**Securities Laws**" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada, the applicable policy statements issued by the securities regulators in in the provinces and territories of Canada.

2. Subscription. Subject to the terms and conditions hereof, the undersigned Subscriber irrevocably subscribes for and agrees to purchase from the Company **250,000,000** Common Shares at a price of [redacted] per Common Share (the "**Securities**") for aggregate subscription proceeds of [redacted]

3. The Closing. The closing of the purchase and sale of the Securities (the "**Closing**") shall take place on the date of this Subscription Agreement (the "**Closing Date**"), or at such other time and place as the Company and Subscriber may agree to.

4. Payment for Securities. Payment for the Securities shall be received by the Company from the Subscriber by: (i) certified cheque, bank draft or wire transfer of immediately available funds or other means approved by the Company at or before the Closing, in the amount of [redacted], and (ii) [redacted] which has been previously delivered to the Monitor, on behalf of the Company. The Company shall deliver certificates electronically representing the Securities subscribed for to the Subscriber at the Closing.

5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that, to the Knowledge of the Monitor, and subject to the Initial Order, the ARIO (as amended) and the RVO:

5.1 The Company is incorporated and is validly existing under the laws of Canada, with full power and authority to conduct its business as it is currently being conducted and to own its assets and carry out its obligations under this Subscription Agreement.

5.2 The Company has full corporate power and authority to undertake the Offering of the Securities contemplated hereby.

5.3 The Company will have, on the Closing Date, taken all corporate steps and proceedings necessary to approve the transactions contemplated by this Subscription Agreement, including the execution and delivery of this Subscription Agreement.

5.4 The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and non-assessable.

5.5 The Subscription Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the customary limitations with respect to bankruptcy, insolvency or other laws affecting creditor's rights generally and to the availability of equitable remedies.

5.6 The execution and delivery of this Subscription Agreement and the compliance by the Company with the terms hereof will not result in any breach or be in conflict with or constitute a default under or create a state of facts that after notice or lapse of time or both would constitute a default under any term or provision of the Company's constating documents, by-laws or resolutions of the directors of the Company.

5.7 The Company has taken or will take all necessary actions for it to comply with the requirements of applicable Securities Laws in connection with the Offering, and the Company is entitled to avail itself of the applicable prospectus exemptions available under the applicable Securities Laws.

6. Acknowledgements, Representations, Warranties and Covenants of the Subscriber. The Subscriber hereby acknowledges, represents, warrants to, and covenants with the Company as follows and acknowledges that the Company is relying on such acknowledgements, representations, warranties and covenants in connection with the transactions contemplated herein:

6.1 General

(a) The Subscriber is incorporated and is validly existing under the laws of its jurisdiction, with full power and authority to conduct its business as it is currently being conducted and to own its assets and carry out its obligations under this Subscription Agreement.

(b) The Subscriber has full corporate power and authority to undertake the Offering of the Securities contemplated hereby.

(c) The Subscriber is subscribing for the Securities as principal for its own account and not for the benefit of any other person.

(d) The Subscriber is purchasing the Securities for its own beneficial account, for investment purposes only and not with a view to or for resale in connection with any distribution of all or any of the Securities.

(e) This Subscription Agreement and all other necessary documentation in connection with the Offering has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement is enforceable in accordance with its terms against the Subscriber.

(f) The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof and the subscription for Securities and the completion of the transactions described herein by the Subscriber will not result in any material breach of, be in conflict with, constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.

7. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Subscriber without the prior written consent of the other party.

8. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the province of Newfoundland and Labrador and the laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

The offer to purchase Securities as set forth above is confirmed and accepted by the Company and agreed to by the Subscriber as of ___________________, 2023.

COMPANY:	**CANADA FLUORSPAR INC., by the Monitor**
	By: ______________________________ Name: Title:
SUBSCRIBER:	[redacted]
	By: ______________________________ Name: Title:

EXHIBIT B
FORM OF PARTICIPATION AGREEMENT

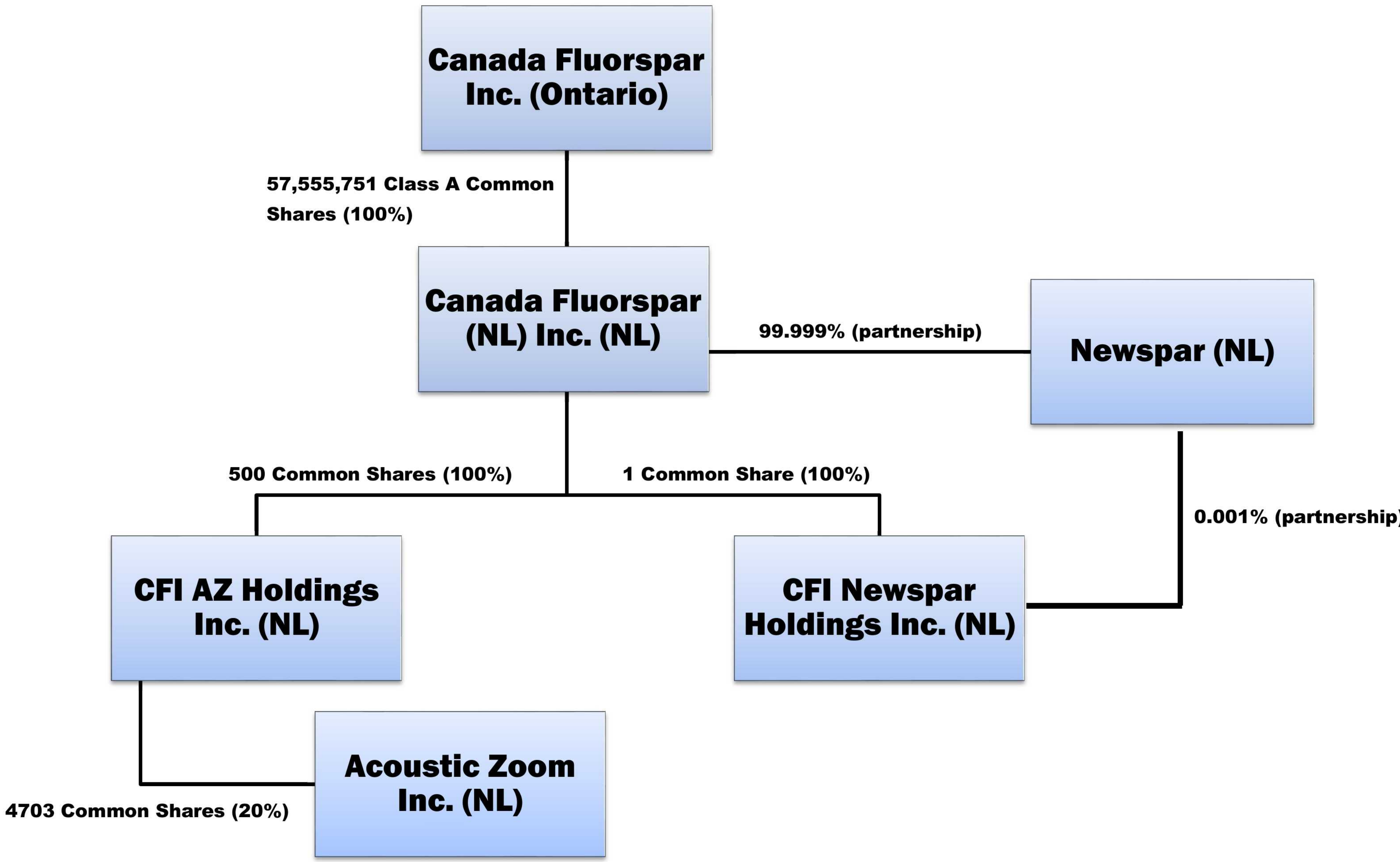
[Redacted]

EXHIBIT C
FORM OF CONTRIBUTION AGREEMENT

[Redacted]

EXHIBIT D CORPORATE CHART CFI

Exhibit D - Corporate Organizational Chart



Appendix “C”

OPTION AGREEMENT

THIS AGREEMENT is made as of December 7, 2015.

BETWEEN: **NEWFOUNDLAND FLUORSPAR EXPLORATION LTD.**, a corporation existing under the laws of Newfoundland and Labrador

("**Newfluorex**")

OF THE FIRST PART

AND: **CANADA FLUORSPAR (NL) INC.**, a corporation existing under the laws of the Province of Newfoundland and Labrador

("**CFI**")

OF THE SECOND PART

WHEREAS:

A. Newfluorex is the legal holder of certain mineral licences as more particularly set forth and described in Schedule "A" hereto (the "**Property**");

B. Newfluorex has agreed to grant an option to purchase all right, title and interest in the Property to CFI on the terms and conditions herein provided;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained Newfluorex and CFI agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 *Definitions*: In this agreement and in any schedule hereto, unless the context otherwise requires, the words and expressions set forth in this Section 1.1 shall have the meanings respectively assigned to them, as follows:

"**affiliate**" shall have the meaning ascribed thereto in the *Corporations Act* (NL);

"**agreement**" means this Option Agreement and the schedules attached hereto as amended from time to time;

"**Arbitration Act**" means the *Arbitration Act*, RSNL 1990, c. A-14 and all regulations made thereunder;

"**Confidential Information**" shall have the meaning ascribed thereto in Article 5;

"**Damages**" means any loss, injury, damages (including, without limitation, consequential, special, punitive and incidental damages), claims, demands, judgments, settlements, expenses and costs (including those relating to any investigation or any defence or prosecution of any proceedings, and reasonable fees and expenses of lawyers, accountants, experts and consultants);

"Development" means all preparation (other than Exploration) for the removal and recovery of Products, including the construction or installation of a mill or any other improvements to be used for the mining, handling, milling, beneficiation or other processing of Products;

"Effective Date" means December 7, 2015;

"event of force majeure" means any cause or event which is beyond the control of the party affected, including, without limitation, an act of God, strike, lockout, act of public enemy, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, lightning, fire, storm, earthquake, explosion, governmental restraint, embargoes, inability to obtain or delay in obtaining approvals, permits, licenses or allocations from any Governmental Body, acts of any groups asserting aboriginal rights or any environmental agencies or pressure groups, and any other cause whether of the kind specifically enumerated above or otherwise, which is beyond the reasonable control of the party affected, but a party's lack of funds shall not be considered to be such a cause;

"Exercise Date" means the date during the Option Period on which CFI elects to exercise the Option by notice to Newfluorex in accordance with the provisions of Section 2.6;

"Exploration" means all geo-technical work expedient to ascertain the existence, location, extent or quantity and quality of any deposit of minerals on the Property employing geological, geochemical and geophysical techniques;

"Exploration & Development Expenditures" means all costs, expenses, obligations and liabilities of whatever kind or nature spent or incurred in connection with Exploration or Development which were expended on or for the benefit of the Property, computed in accordance with generally accepted accounting principles consistently applied; provided that Exploration & Development Expenditures shall be deemed to include an administration allowance equal to 10.0% of the aggregate of all such costs;

"Geo-technical Data" has the meaning ascribed thereto in Subsection 3.1.8;

"Golden Dory Agreement" means the Option Agreement dated October 12, 2010 between Golden Dory Resources Corp. and Newfluorex, as amended, a copy of which is attached at Schedule "C" hereto.

"Governmental Body" means any multinational, national, federal, state, provincial, municipal or other government, any subdivision, department, agency, board, court, entity, commission or authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental authority;

"Lien" means any mortgage, pledge, royalty, security interest, encumbrance, right of first refusal, option, lien or charge of any kind (including, without limitation, any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature thereof governing the taking or giving of security over personal or intangible property in any jurisdiction), limitation on transfer or use or assignment or licensing (unless otherwise provided for in this agreement), or any claim, agreement or restriction which restricts, affects, limits or imposes a condition on the use or possession of the Property, including any restriction on the ownership, use, transfer, possession, receipt of income or other exercise of any attributes of ownership of the Property (whether tangible, intangible, or personal);

"Mineral Act" means the *Mineral Act*, RSNL 1990, c. M-12 and all regulations made thereunder;

"minerals" has the meaning ascribed thereto in the Mineral Act;

"Mining" means the mining, extracting, producing, handling, milling, or other processing of Products;

"Notice" has the meaning ascribed thereto in Section 9.2;

"Option" means the option to acquire a 100% legal and beneficial interest in and to the Property pursuant to the provisions of Section 2.1;

"Option Period" means the period of time commencing on the Effective Date and terminating on the earlier of the Exercise Date and the date which is not more than 5 years from the Effective Date;

"party" means a party to this agreement or the successor or a assignee of a party to this agreement and parties means all parties to this agreement;

"Prime Rate" has the meaning ascribed thereto in Section 1.10;

"Products" means naturally occurring minerals which are mined from the Property, including without limitation, all ores and concentrates derived from beneficiating or other mineral processing having payable metal content, precipitates, bullion, doré and other materials or solutions derived from processing such minerals and delivered for further treatment or sale or stockpiled for further processing, including any tailings, residues or other materials derived from operations on the Property and reprocessed; provided, however, that if such ores, concentrates, precipitates, bullion, doré and other materials or solutions are to be subjected to further on-site treatment as part of normal operations on the Property, then such ores, concentrates, precipitates, bullion, doré and other materials or solutions shall not constitute Products until such further treatment has occurred;

"Property" has the meaning ascribed thereto in the first recital, and includes all amendments, extensions, modifications, reissuances, replacements and substitutions thereof;

"Royalty" means the gross sales proceeds to be paid to Newfluorex pursuant to the provisions of Section 2.9 on payable minerals produced from the Property, which royalty shall be calculated and paid in accordance with the provisions of Schedule "B" hereto annexed;

"Transfer" means a duly authorized, executed and delivered Transfer, in the form approved by the Government of Newfoundland and Labrador; and

"Underlying Royalty" means the royalty payable pursuant to the Golden Dory Agreement;

"Work Commitment" means an aggregate of $650,000 in Exploration & Development Expenditures which CFI must incur on or before the fifth anniversary of the Effective Date on or in respect of the Property pursuant to the provisions of Subsections 2.2.2, 2.2.4, 2.2.6, 2.2.8 and 2.2.10;

1.2 *Headings* - Headings are inserted for convenience only and do not form a part of this agreement nor is it intended to interpret, define or limit the scope, extent or intent of this agreement or any portion thereof. The division of this agreement into articles, sections and subsections shall not affect the construction or interpretation of this agreement. The terms **"this agreement"**, **"hereof"**, **"herein"**, **"hereunder"** and similar expressions refer to this Option Agreement and not to any particular article, section, or sub-section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections or sub-sections are to articles, sections or sub-sections of this agreement.

1.3 *Extended Meanings* - In this agreement words importing the singular number only shall include the plural and *vice versa*, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The terms **"provision"** and **"provisions"** refer to terms, conditions, provisions, covenants, obligations, undertakings, warranties and representations in this agreement.

1.4 *Ambiguities* - The Parties hereto agree that each of them has participated in the drafting of this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this agreement.

1.5 *Accounting Principles* - Wherever in this agreement reference is made to a calculation to be made in accordance with generally accepted accounting principles, such reference shall be deemed to be to the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles.

1.6 *Schedules* - The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule "A" - Property Description
Schedule "B" - Gross Sales Proceeds Royalty
Schedule "C" - Golden Dory Agreement

1.7 *Currency* - All references to currency mean Canadian currency unless specifically noted otherwise.

1.8 *Statutes* - Except as otherwise expressly provided or unless the context otherwise requires, a reference to a statute includes all regulations made under that statute, all amendments to such statute or regulations in force from time to time, and any statute or regulation which supplements or supersedes such statute or regulations.

1.9 *Approvals, Authorizations and Consents* - Except as otherwise expressly provided or unless the context otherwise requires, a reference to "**approval**", "**authorization**" or "**consent**" means written approval, authorization or consent.

1.10 *Interest on Overdue Amounts* - Interest shall be chargeable under this agreement on all unpaid and overdue amounts payable by CFI to Newfluorex hereunder at the Prime Rate plus 2% per annum calculated daily and compounded on the last day of each calendar month. For the purposes hereof, the "**Prime Rate**" in effect for each day of a calendar month shall be a variable rate of interest per annum equal to the rate of interest determined by The Bank of Montreal from time to time as its prime rate for Canadian dollar loans made in Canada, being a variable rate per annum reference rate adjusted automatically upon change by the bank. For greater certainty, the daily interest rate chargeable will be the specified per annum rate divided by the number of days in that calendar year.

1.11 *Implied Covenants* - The implied covenants of good faith and fair dealing are the only implied covenants in this agreement. No other implied covenants recognized under applicable law shall be valid or enforceable with respect to this agreement.

ARTICLE 2 - GRANT OF OPTION TO PURCHASE

2.1 *Grant of Option* - Subject to the provisions of this Article 2, Newfluorex hereby grant to CFI during the Option Period the sole, exclusive and irrevocable right and option (the "**Option**") to acquire a 100% legal and beneficial interest in and to the Property, free and clear of all Liens.

2.2 *Exercise of the Option* - Subject to Subsection 2.6, to exercise the Option and earn a 100% legal and beneficial interest in and to the Property CFI must:

2.2.1 pay to Newfluorex on the Effective Date in cash the sum of $10,000.00;

2.2.2 incur on or before the first anniversary of the Effective Date not less than $50,000.00 in Exploration & Development Expenditures on or in respect of the Property;

2.2.3 pay to Newfluorex on or before the first anniversary of the Effective Date in cash the sum of $10,000.00;

2.2.4 incur on or before the second anniversary of the Effective Date not less than an additional $100,000.00 in Exploration & Development Expenditures on or in respect of the Property;

2.2.5 pay to Newfluorex on or before the second anniversary of the Effective Date in cash the sum of $10,000.00;

2.2.6 incur on or before the third anniversary of the Effective Date not less than an additional $150,000.00 in Exploration & Development Expenditures on or in respect of the Property;

2.2.7 pay to Newfluorex on or before the third anniversary of the Effective Date in cash the sum of $10,000.00;

2.2.8 incur on or before the fourth anniversary of the Effective Date not less than an additional $150,000.00 in Exploration & Development Expenditures on or in respect of the Property;

2.2.9 pay to Newfluorex on or before the fourth anniversary of the Effective Date in cash the sum of $10,000.00;

2.2.10 incur on or before the fifth anniversary of the Effective Date not less than an additional $200,000.00 (for an aggregate of $650,000.00) in Exploration & Development Expenditures on or in respect of the Property; and

2.2.11 pay to Newfluorex on or before the fifth anniversary of the Effective Date in cash the sum of $20,000.00 (for an aggregate of $70,000.00);

provided that, the consideration payable to Newfluorex by CFI pursuant to the Subsection 2.2.1 is a firm commitment of CFI, but the consideration payable to Newfluorex by CFI pursuant to the provisions of Subsections 2.2.3, 2.2.5, 2.2.7, 2.2.9 and 2.2.11 inclusive are optional in the sole discretion of CFI; and provided further that, CFI at any time during the Option Period may accelerate its obligation to pay consideration to Newfluorex pursuant to the provisions of Subsections 2.2.3, 2.2.5, 2.2.7, 2.2.9 and 2.2.11 inclusive in accordance with Subsection 2.6.

2.3 *Work Commitment* - If CFI shall incur more than the minimum amount required from time to time in fulfilment of the Work Commitment, the amount exceeding the applicable minimum aggregate expenditure shall be carried forward and applied to CFI's next succeeding minimum aggregate expenditure level; provided that, subject to Subsection 2.6, the Option shall not be exercisable unless and until the Work Commitment has been fulfilled prior to the date of exercise of the Option.

2.4 *CFI to Determine How Work Commitment Is Fulfilled* - CFI shall have the sole right to determine the nature, scope and extent of the Exploration and Development that may be conducted to satisfy the requirements of the Work Commitment, without prior approval of the nature or extent of such operations by Newfluorex; provided, however, that CFI shall conduct all operations in a good, workmanlike and efficient manner, in accordance with sound mining, environmental and other applicable industry standards and practices.

2.5 *Defaulted Work Commitments* - CFI's failure to timely incur the applicable minimum aggregate expenditure level of the Work Commitment from time to time, if not cured within 30 days after written notice from Newfluorex, shall be deemed to be a default; provided however that if CFI is unwilling or unable to cure the deficiency within such 30 day cure period, CFI shall be entitled to pay one-half of the amount of such deficiency to Newfluorex in cash to remedy the default.

2.6 *Exercise of the Option* - If during the Option Period CFI shall have paid the aggregate consideration payable to Newfluorex pursuant to Subsections 2.2.1, 2.2.3, 2.2.5, 2.2.7, 2.2.9 and 2.2.11 inclusive and CFI is not in default in fulfilling the aggregate expenditure level of the Work Commitment up to the Exercise Date, then CFI may give notice of the exercise of the Option to Newfluorex, and CFI shall thereby be deemed to have indefeasibly earned all right, title and interest in the Property, subject to the Royalty. For greater certainty, should CFI elect to accelerate its payment obligations to Newfluorex pursuant to Subsections 2.2.3, 2.2.5, 2.2.7, 2.2.9 and 2.2.11 inclusive, CFI shall not be required to complete the any Work Commitment obligations after the Exercise Date. Except as specifically otherwise provided herein, nothing herein contained shall be construed as obligating CFI to exercise the Option or to do any act or make any payment which has not yet accrued due. If the Option is not exercised within the Option Period Newfluorex shall be entitled to retain any payments which have been made or accrued due prior to expiry of the Option Period.

2.7 *Transfer of Title* - Within 30 days of the Exercise Date, Newfluorex shall execute and deliver a Transfer of the Property, in the approved form, to CFI conveying the legal and beneficial title of Newfluorex in the Property to CFI free and clear of all Liens.

2.8 *Equitable Remedies Available for Failure of Title* - If Newfluorex fail to convey legal and beneficial title to the Property to CFI in accordance with the provisions of Section 2.7, then CFI shall be entitled to injunctive relief, specific performance or other equitable remedies in accordance with the provisions of Section 9.6.

2.9 *Newfluorex to be paid the Royalty* - CFI shall pay to Newfluorex the Royalty provided that CFI shall have the pre-emptive right for a period of 10 years from the Effective Date to purchase from Newfluorex the Royalty by paying to Newfluorex $400,000.00, said Royalty to be free and clear of all Liens.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1 Newfluorex represents and warrants to CFI that:

3.1.1 Newfluorex is the registered holder and beneficial owner of the Property free and clear of all Liens except for the Underlying Royalty;

3.1.2 it is not aware of any agreement or adverse claim relating to the use of the surface or mining rights to the Property which would encumber, limit or restrict in any way whatsoever, or cause interference, with CFI's right to carry out prospecting, exploration, development and/or other mining work thereon;

3.1.3 it has the full and undisputed right to enter into this agreement and to transfer the Property to CFI;

3.1.4 it has not entered into any other agreement with respect to the Property that is currently valid and outstanding, and they have not transferred or encumbered, or agreed to transfer or encumber, all or any of its beneficial interest in the Property, and no person, firm, corporation or other entity (except hereunder) has any agreement or option or any right or privilege capable of becoming an agreement or option or right or privilege to purchase the Property from it;

3.1.5 there are no actions, suits, claims, proceedings or litigation against it challenging its title to the Property, or that could, if continued, adversely affect the ability of it to fulfill its obligations under this agreement or CFI's ability to exercise the Option;

3.1.6 it is not aware of any pending or threatened litigation or adverse claims against or challenges:

(i) to its ownership of the Property by any person whatsoever, nor is it aware of any basis therefore, nor is it aware of any third party who claims to own or have any beneficial interest in the Property;

(ii) made by any Governmental Body in respect to the Property, nor is it aware of any action or proceeding by a Governmental Body or of any other fact or condition, which would materially limit access to, or which would result in a termination, cancellation or forfeiture of, the Property; or

(iii) to any activities conducted on or in the Property by or on its behalf;

3.1.7 it is not a non-resident for the purposes of and pursuant to Section 116 of the *Income Tax Act* (Canada);

3.1.8 it has delivered to CFI copies of all geo-technical reports, data and materials in its possession or control ("**Geo-technical Data**") relating to the Property, including without limitation, any diamond drill core recovered from previous drilling on the Property by or on its behalf or on behalf of others, and it has made available to CFI all information which could possibly be considered to be materially significant in indicating whether the Property might or might not have potential for economic mineralization;

3.1.9 all consents, approvals, permits, authorizations or orders necessary to complete the transfer of the Property which are required to be obtained by them have been obtained and copies thereof have been delivered to CFI;

3.1.10 there are no commissions and no broker's, finder's or other similar fees payable by it in connection with the transactions contemplated by this agreement;

3.1.11 neither the execution and delivery of this agreement nor the performance of its terms results in a breach of or creates a state of facts which, after notice or lapse of time or both, will result in a breach of, or conflict with, any of the terms, conditions or provisions of its constating documents or by-laws or any other instrument to which it is a party or by which it is bound;

3.1.12 it has the capacity and is duly qualified to carry on mineral exploration and mining operations in the Province of Newfoundland and Labrador;

3.1.13 Schedule "A" is correct and complete.

3.2 CFI represents and warrants to Newfluorex that:

3.2.1 it has the capacity and is duly qualified to carry on mineral exploration and mining operations in the Province of Newfoundland and Labrador;

3.2.2 the execution and delivery hereof and the performance from time to time of its obligations hereunder are within its corporate power and authority, and this agreement has been duly authorized by all necessary corporate action and constitutes a valid and binding obligation of CFI enforceable in accordance with its terms; and

3.2.3 the execution and delivery of this agreement and the performance from time to time of CFI's obligations hereunder do not and will not conflict with the terms of its constating documents or by-laws or any other agreement or instrument to which it is a party or by which it is bound.

3.3 The parties agree that each of the other parties is entering into this agreement relying upon the representations and warranties made to it herein, and the correctness of each such representation and warranty is a condition upon which the party to whom such representation is made is entering into this agreement, each of which conditions may be waived in whole or in part solely by such party. It is also agreed that all such representations and warranties shall survive the execution and delivery of this agreement and the execution and delivery of a Transfer of the Property to CFI. Notwithstanding any investigation made by or on behalf of a party, nor any knowledge of a party, all such representations and warranties shall continue in full force and effect without limitation.

ARTICLE 4 - COVENANTS OF NEWFLUOREX

4.1 *CFI Entitled to Exclusive Access* - Newfluorex covenants and agrees that CFI its servants, agents, employees and contractors shall have the exclusive and irrevocable right and privilege:

4.1.1 to prospect, explore, develop, diamond drill and do such other Exploration, Development and Mining on and under the Property as CFI may deem advisable;

4.1.2 to remove from the Property reasonable quantities of ores for the purposes of sampling, assaying, testing, analysis or evaluation, including test mining and the taking a bulk sample for metallurgical testing.

4.2 *CFI Controls Development* - Newfluorex covenants, agrees and acknowledges that in the event that CFI undertakes commercial production, CFI shall have full and unlimited discretion in the Development and Mining of the Property, including without limitation, complete authority, control and discretion with respect to operations (including the scale of initial mining operations and modifications and/or expansion of plant and equipment), product marketing and sales, and cessation or suspension of operations or abandonment or sale of the Property. Nothing herein contained, nor the doing of any act or thing hereunder, shall obligate CFI to conduct Exploration, Development or Mining of the Property, or to maintain commercial production or to cause any ores, or concentrates which may be produced from the Property to be treated and/or sold.

4.3 *No Interference by Newfluorex* - Newfluorex covenants and agrees with CFI that it will not do any act or thing that would or might interfere with, prevent or obstruct in any way, the right of CFI to exercise to the fullest its rights under this agreement. If Newfluorex should breach its obligations to CFI by in any manner whatsoever interfering with, interrupting or delaying CFI's operations on or in respect of the Property, Newfluorex acknowledges that Damages would be an inadequate remedy due to the unique nature of the Property, and therefore CFI shall be entitled to specific performance or other similar equitable remedies in accordance with the provisions of Section 9.6 for Newfluorex's obligations.

4.4 *Survival of Covenants* - The covenants in this Article 4 shall survive the execution and delivery of this agreement and the execution and delivery of a Transfer of the Property to CFI. Notwithstanding any investigation made by or on behalf of CFI nor any knowledge of CFI such covenants shall continue in full force and effect without limitation.

ARTICLE 5 - CONFIDENTIALITY

5.1 *Confidential Information* - The terms and conditions of this agreement together with any information concerning the Property (collectively, the "**Confidential Information**"), which may be disclosed by either party and received by the other party shall be kept strictly confidential in accordance with the provisions of this Article 5.

5.2 *Non-Disclosure* - The recipient of Confidential Information shall refrain from directly or indirectly disclosing or making it available to any person, firm, company, entity or other third party for any use, except as permitted by this agreement and except as may be required by applicable law. The recipient agrees not to use the Confidential Information to the detriment of the disclosing party.

5.3 *Damages for Breach* - The recipient of Confidential Information hereby acknowledges that it is of a proprietary nature to the disclosing party and that Damages could result if the information contained therein or derived therefrom is disclosed to any third party.

5.4 *Disclosure Authorized on a Need to Know Basis* - The recipient of Confidential Information will restrict disclosure of it only to those whose duties justify the need to know such Confidential Information and will advise all such persons of the strict obligations of confidentiality hereunder.

5.5 *Exceptions:* The provisions of this Article 5 shall not apply to Confidential Information which:

5.6.1 is or becomes known to the public generally through no wrongful act of the recipient;

5.6.2 is received by the recipient from a third party who is not under any obligation of confidentiality to the disclosing party;

5.6.3 is approved for release by written authorization of the disclosing party;

5.6.4 was in the recipient's possession prior to the time of disclosure hereunder;

5.6.5 is required to be disclosed by applicable law or order of a court of competent jurisdiction or recognized stock exchange or Governmental Body;

5.6.6 may be required by a financial institution or lender in connection with a financing required for purposes of this agreement or otherwise;

5.6.7 may reasonably be required by a prospective third party purchaser of an undivided interest in the Property; or

5.6.8 as may be required by a party in the prosecution or defence of an action or other legal proceedings;

provided that, in the case of disclosure of any Confidential Information pursuant to paragraphs 5.6.6 to 5.6.8 inclusive, the third party disclosee of the Confidential Information agrees to receive and hold such Confidential Information in confidence and not to use it for any other purpose.

5.7 *Coming into Effect & Termination* - The provisions set forth in this Article 5 shall be binding and shall take effect from and as of the Effective Date and shall cease to have any further force and effect at the later of one year following expiry of the Option or one year following the termination of this agreement, as applicable.

ARTICLE 6 - CFI COVENANTS

6.1 *Compliance with Applicable Laws* - During the Option Period CFI covenants and agrees with Newfluorex and undertakes to:

6.1.1 carry out all work in accordance with the Mineral Act and comply with all environmental laws and regulations, including without limitation, the preparation and filing of closure plans to rehabilitate and remediate all advanced exploration activities on or in respect of the Property, if required in accordance with the provisions of the Mineral Act; and

6.1.2 remain solely responsible for reclaiming all surface disturbances on the Property caused by CFI to the extent required by law, and if CFI does not assume responsibility for such reclamation CFI shall indemnify and hold harmless Newfluorex against any Damages relating to or arising from CFI's activities on or in respect of the Property.

6.2 *Newfluorex's Access to Property* - During the Option Period Newfluorex shall be permitted to have reasonable access to the Property at its sole risk and expense to review work being carried out thereon; provided, however, that such access shall not unduly interfere with or disrupt the activities of CFI, and CFI shall be indemnified and saved harmless by Newfluorex for any mishap that may occur or be incurred by Newfluorex during the course of such visits.

6.3 *Newfluorex Entitled to Reports of Operations* - CFI covenants and agrees that prior to the commencement of commercial production it shall furnish to Newfluorex annually each year, within 60 days of the anniversary of the Effective Date, a written summary of Exploration and/or Development work carried out on the Property during the preceding year, and after the commencement of commercial production Newfluorex also shall have access at all reasonable times to the records of CFI respecting Mining being carried out on the Property and the results obtained therefrom. Where requested by Newfluorex, CFI will provide Newfluorex with copies of the relevant governmental reports prepared and filed by CFI in respect of the Property. All such information furnished to Newfluorex written or oral, shall be treated as Confidential Information in accordance with the provisions of Article 5 hereof.

6.4 *Maintenance of the Property* - During the Option Period CFI covenants and agrees to maintain the Property in good standing, to pay all taxes and assessments thereon and not to permit any Liens for unpaid work to be attached to the Property except such as CFI is litigating in good faith.

6.5 *CFI's Covenants Survive Termination* - The provisions of Sections 6.1 and 6.4 shall survive the termination of this agreement.

ARTICLE 7 - DEFAULT AND TERMINATION

7.1 *Termination for Convenience by CFI*- Subject to Section 2.2, CFI may at any time, in its sole discretion, terminate this agreement with immediate effect by giving Newfluorex written notice of termination.

7.2 *Termination for Cause CFI*- CFI shall be entitled to terminate this agreement for cause if any representation or warranty made by Newfluorex in or in connection with this agreement is false or inaccurate in any material respect and continues to be so for a period of not less than 30 consecutive days following the giving of written notice of same (specifically referring to this Subsection 7.2) to Newfluorex.

7.3 *Termination for Cause by Newfluorex* - Newfluorex shall be entitled to terminate this agreement for cause if any material breach or default under any provision of this agreement by CFI occurs which continues in effect for 30 consecutive days following the giving of written notice of same (specifically referring to this Section 7.3) by Newfluorex, or such longer period as may reasonably be necessary to remedy such breach or default provided CFI proceeds diligently to do so throughout such period.

7.4 *Non-Waiver* - The failure of any party to terminate this agreement for any of the reasons specified in this Article 7 shall not in any way be deemed a waiver of such party's rights in respect thereof or otherwise limit its rights to enforce the obligations of the other party hereunder

7.5 *Consequences of Termination* - If this agreement is validly terminated:

7.5.1 all payments made to Newfluorex shall be forfeited, and Newfluorex shall retain the same save if the termination is under Section 7.2;

7.5.2 CFI shall ensure that all reclamation, environmental and safety measures required by the Mineral Act and all other applicable laws and regulations are complied with in respect of the Property;

7.5.3 CFI shall indemnify and save harmless Newfluorex and its respective officers, directors, employees, agents and shareholders (collectively the "**Indemnified Parties**") in such capacities (for whom Newfluorex holds such indemnity in trust and as agent therefor) from and against:

7.5.3.1 any damage to the Property beyond damage arising out of the exercise of the right to conduct Exploration and Development on the Property in accordance with good exploration and mining practices; and

7.5.3.2 any Damages which Newfluorex may incur in respect of the Property by reason of any claim of any third party;

in either case, which arise as a result of the activities of CFI on or in respect of the Property, prior to the termination of this agreement; provided that CFI shall be under no further obligation, duty or liability to Newfluorex with respect to the Property from and after the effective date of termination of this agreement;

7.5.4 CFI shall remain solely responsible for reclaiming all surface disturbance on the Property caused by CFI to the extent required by law, and in the event CFI does not assume responsibility for such reclamation CFI shall indemnify and hold harmless Newfluorex against any Damages relating to or arising from CFI's activities on or in respect of the Property;

7.5.5 CFI shall surrender possession of the Property; provided that, CFI shall have the right of free entry into and upon the Property for a period of 12 months after the date of such termination for the purpose of removing from the Property all buildings, equipment, machinery and tools which it may have erected or placed thereon;

7.5.6 CFI shall deliver one copy of all Geo-technical Data in its possession or control relating to the Property and all diamond drill core recovered from drilling on the Property;

7.5.7 the provisions of this Section 7.5 shall survive the termination of this agreement.

ARTICLE 8 – ARBITRATION

8.1 Any disputes hereunder, including without limitation, any disputes related to the calculation of the Royalty, shall be referred to arbitration under the Arbitration Act in accordance with the following provisions:

8.1.1 the matter shall be determined by a single arbitrator to be appointed by the parties hereto;

8.1.2 the arbitrator shall be a suitably qualified person who is experienced in the Canadian mining industry;

8.1.3 if the parties cannot agree on a single arbitrator, the arbitrator shall be designated by a judge of the Supreme Court of Newfoundland and Labrador (General Division);

8.1.4 the arbitrator shall have the right to award costs (including legal fees and the costs of the arbitration) and interest;

8.1.5 any arbitration shall take place at a mutually agreeable location, provided that if the parties are unable to agree on such location, acting reasonably and in good faith, then the arbitration shall take place in the Toronto at such time as the arbitrator may fix; no later than 10 business days after hearing the representations and evidence of the parties, the arbitrator shall make his or her determination in writing and deliver one copy to each of the parties;

8.1.6 the law applicable to the arbitration shall be the law of Newfoundland and Labrador and the laws of Canada applicable in Newfoundland and Labrador;

8.1.7 the arbitration proceedings shall be conducted in the English language;

8.1.8 the written decision of the arbitrator shall be final and binding upon the parties in respect of all matters relating to the arbitration, the procedure, the conduct of the parties during the proceedings and the final determination of the issues in the arbitration; there shall be no appeal from the determination of the arbitrator to any court under the Arbitration Act; judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction;

8.1.9 the costs of any arbitration shall be borne by the parties in the manner specified by the arbitrator in his determination; and

8.1.10 insofar as they do not conflict with the terms of this Article 8, the rules for the conduct of arbitration of the ADR Institute of Canada (or any successor organization) in effect at the date of commencement of any arbitration held shall be applicable to the arbitration, and the arbitrator shall have jurisdiction to take such action and make such orders as are contemplated in such rules.

ARTICLE 9 - GENERAL

9.1 *Further Assurances*: Each of the parties hereby covenants and agrees that, at any time and from time to time either he or it will upon the request of another party do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better carrying out and performance of all the terms of this agreement.

9.2 *Notices*: Any notice, direction or other communication required or permitted to be given under this agreement shall be in writing and shall be sufficiently given if delivered personally, by courier or sent by electronic mail confirmed by return email by the intended recipient (not automatic reply) or facsimile transmission, directed as follows:

9.2.1 If to Newfluorex

Address: 5-1035 Boychuk Drive
Saskatoon, SK, S7H 5B2

Attention: A. Harris, President

Telephone: 306-715-0209

Email: alexh.newfluorex@gmail.com

9.2.2 If to CFI

Address: Suite 605, TD Place
140 Water Street
St. John's, NL A1C6J4

Attention: Chief Financial Officer

AH
JW

Telephone: 709-873-3331

Facsimile: 709-873-3335

Email: pcoombs@canadafluorspar.com

Any notice, direction or other communication shall, if delivered, be deemed to have been given and received on the day it was delivered and if sent by electronic mail, facsimile transfer or other similar form of telecommunications shall be deemed to have been given or received on the next business day following the day on which it was so sent. Any party may at any time give to any other party notice in writing of any change of address of the party giving such notice, and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the purposes of giving notice hereunder. Any change of address notice shall include a contact number for the sending of notices by telecommunication hereunder.

9.3 *Successors and Assigns*: This agreement will be binding upon and enure to the benefit of the parties hereto. Except as expressly set forth herein, nothing herein is intended to confer upon any person other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this agreement.

9.4. *Time of the essence*: Time shall be of the essence hereof. Notwithstanding that time is of the essence, if the parties shall fix new dates for the completion of any of its obligations, time shall again be of the essence.

9.5. *Unavoidable Delays* - If the performance of this agreement, or of any obligation hereunder, is interfered with by an event of force majeure, notwithstanding anything to the contrary contained herein, the failure or delay in performance by either party shall be excused on a day to day basis to the extent of such interference, and the other party will likewise be excused from performance of its obligations on a day to day basis to the extent such party's obligations relate to the performance so interfered with, provided that the party so affected uses its reasonable efforts to remove such causes of non-performance.

9.6 *Rights and Remedies* - Each of the parties agrees that its failure to comply with the covenants and restrictions set out herein would constitute an injury and damage to the other party impossible to measure monetarily and, in the event of any such failure, the other party shall, in addition and without prejudice to any other rights and remedies at law or in equity, be entitled to injunctive relief, specific performance or other equitable remedies, restraining, enjoining or specifically enforcing any acquisition, sale, transfer, charge or encumbrance save in accordance with the provisions of this agreement. A party in breach of the provisions of this agreement hereby waives any defence it might have in law or in equity to such injunctive or other equitable relief only through arbitration in accordance with the procedures set out in Article 8. A party shall be entitled to seek injunctive relief in any court of competent jurisdiction in the event of a party's failure or threat of a failure to comply with the covenants and restrictions set out herein. There shall be no recourse to the courts, except as contemplated in Article 8, to seek a remedy not within the powers of the Arbitrator or for an uncontested declaratory judgment, in which case the party may seek relief from any court of competent jurisdiction. Notwithstanding anything to the contrary herein contained, all rights and remedies of each of the parties under this agreement shall be cumulative and may be exercised singularly or concurrently.

9.7 *Severability* - If a court or other lawful authority of competent jurisdiction declares any provision, Article, Section or Subsection of this agreement invalid, illegal or unenforceable, this agreement will continue in full force and effect with respect to all other provisions, Articles, Sections and Subsections and all rights and remedies accrued under such other provisions, Articles, Sections and Subsections will survive any such declaration.

9.8 *Entire Agreement* - This agreement and the Schedules hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect the Property, including any and all other prior negotiations, representations, offers or understandings between the parties relating to the Property whether written or oral.

9.9 *Governing Law* - This agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein without reference to its conflict-of-law rules.

9.10 *Amendments* - No modification of or amendment to this agreement shall be valid or binding unless set out in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

9.11 *Waiver* - The failure of a party to insist on the strict performance of any provision of this agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this agreement or limit such party's right thereafter to enforce any provision or exercise any right.

9.12 *Counterparts* - This agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

IN WITNESS WHEREOF each of the Parties have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED by Newfluorex in the presence of:	**NEWFOUNDLAND FLUORSPAR EXLORATION LTD.**
Notary Public (affix seal)	Per:
HAIYUE SONG	Name: Alex Harris
100-616 Main Street, Saskatoon, SK	
306-665-5478	

Title: PRESIDENT

SIGNED, SEALED AND DELIVERED by CFI in the presence of:

Notary Public (affix seal)
William T. Cahill
Barrister & Solicitor (NL)

CANADA FLUORSPAR (NL) INC.

Per:
Name: PAUL COOMBS
Title: CFO

This INSTRUMENT is hereby approved this 22nd day of Dec 2015 by

MINISTER OF NATURAL RESOURCES

REGISTERED: this 22nd day of Dec. 2015
In accordance with Sec. 6, the Mineral Act RSNL 1990
Vol. 32 Fol. 87 Receipt No. M/D

MANAGER-MINERAL RIGHTS
(Mineral Claims Recorder)

SCHEDULE "A"
PROPERTY

Licence No.	Issued to	Issued on	No. of Claims	Location
021055M	Newfluorex	February 19, 2007	27	Little St. Lawrence, Burin Peninsula
021479M	Newfluorex	January 11, 2010	19	St. Lawrence, Burin Peninsula
022121M	Newfluorex	February 22, 2007	11	St. Lawrence Area, Burin Peninsula

SCHEDULE "B"
FORM OF ROYALTY

1. In consideration of the exercise of the Option by and the sale of the Property to CFI, CFI hereby covenants and agrees with Newfluorex that Newfluorex shall have and receive a continuing gross sales proceeds royalty of One Half (0.5%) Percent of any and all proceeds received by CFI from the sale of minerals produced from the Property after the Option has been exercised and ownership of the Property has been transferred to CFI (the "**Royalty**").

2. CFI shall account for and remit to Newfluorex, on a monthly basis or on such sooner or later frequency as the parties may agree, the Royalty owed to Newfluorex on the gross sales proceeds that have actually been received by Newfluorex for the previous month, without deduction.

3. The Royalty shall survive termination of this agreement.

Received
NOV 08 2010
Mineral Claims
Recorder's Office

OPTION AGREEMENT

dated the 12th day of October 2010

Between

GOLDEN DORY RESOURCES CORP.

and

NEWFOUNDLAND FLUORSPAR EXPLORATION LTD.

THIS OPTION AGREEMENT is made effective as of the 12th day of October, 2010 (the "Effective Date").

BETWEEN:

GOLDEN DORY RESOURCES CORP., a company incorporated under the laws of British Columbia, having a business address 50 McCurdy Drive, Gander, Newfoundland, Canada A1V 1A2

(the "Optionor")

OF THE FIRST PART

AND:

NEWFOUNDLAND FLUORSPAR EXPLORATION LTD., a corporation incorporated under the laws of Newfoundland and Labrador, having a business address of #5 – 1035 Boychuk Drive, Saskatoon, SK, S7H 5B2

(the "Optionee")

OF THE SECOND PART

WHEREAS:

A. The Optionor is the legal and beneficial holder of the mineral licenses more particularly described in Schedule "B" attached hereto (the "Property");

B. The Optionor has agreed to grant an exclusive right and option to the Optionee to acquire, subject to the terms and conditions of this option agreement (the "Option Agreement"), a 100% interest in the Property (the "Option") subject to a 0.5% Gross Sales Proceeds Royalty defined on Schedule "C" attached hereto (the "GSP Royalty") in favour of the Optionor; and

C. The Optionee wishes to acquire the Option subject to the terms and conditions of this Option Agreement.

NOW THEREFORE THIS OPTION AGREEMENT WITNESSES THAT the parties hereto agree as follows:

1. INTERPRETATION

1.01 Definitions

Where used herein or in any schedule or amendment hereto, unless the context otherwise requires, each of the words and phrases set out in Schedule "A" shall have the meanings set forth therein.

1.02 Schedules

The following are the schedules attached to and incorporated into this Option Agreement by reference and deemed to be part hereof:

Schedule A – Defined Terms
Schedule B – Property

1.03 Governing Law

This Option Agreement shall in all respects be governed by and be construed in accordance with the laws in force in the Province of Newfoundland and Labrador and subject to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador. In addition, this Option Agreement shall be subject to all applicable laws, rules and regulations of public bodies having jurisdiction over the development or operation of the Property.

1.04 Severability

If any one or more of the provisions contained in this Option Agreement should be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

1.05 Parties in Interest

This Option Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and permitted assigns.

1.06 Included Words

Wherever the singular or the masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require, and vice versa.

1.07 Headings

The headings to the Sections and paragraphs of this Option Agreement are inserted for convenience only and shall not affect the construction hereof.

1.08 References

Unless otherwise stated a reference herein to a numbered or lettered Section or paragraph refers to the section or paragraph bearing that number or letter in this Option Agreement. A reference to "this Option Agreement" or herein, hereof, hereunder or other like words means this Option Agreement, including the Schedules hereto, together with any amendments thereto.

1.09 Currency

All references to currency in this Option Agreement are to the lawful money of Canada unless otherwise stated.

2. GRANT OF OPTION AND OPTION TERMS

2.01 Grant of Option

The Optionor hereby grants to the Optionee the Option. The Optionee may at any time ahead of the due dates referred to in paragraph 2.02, exercise the Option and thereby acquire, subject to the GSP Royalty in favour of the Optionor, a 100% undivided unencumbered legal and beneficial interest in and to the

Property by satisfying the requirements referred to in paragraph 2.02. Upon exercise of the Option by completion of the requirements in paragraph 2.01, the Optionor shall transfer to the Optionee a 100% interest in their right, title and interest in and to the Property, subject to the GSP Royalty, but free and clear of any charges, liens, or other encumbrances or rights of others therein. Upon the exercise of the Option, the Optionee may elect, by notice to the Optionor, to not receive the right, title and interest in and to any portion of the Property, in which case the right, title and interest to that portion of the Property shall remain with the Optionor.

2.02 Option Terms

This Option Agreement and the Option shall terminate if the Optionee fails to complete the following within the time limit as follows:

(a) making the following cash payments (in the form of bank draft, certified cheque or solicitor's trust cheque payable to the Optionor) and share issuances to the Optionor:

i) upon execution of this Agreement the issuance of 250,000 common shares of the Optionee in the name of the Optionor;

ii) upon completion of a proposed financing of the Optionee but in any event within six (6) months of the Effective Date, the payment of $10,000 to the Optionor;

iii) on or before the first anniversary of the Effective Date the issuance of 250,000 common shares of the Optionee in the name of the Optionor and the payment of $15,000 to the Optionor;

iv) on or before the second anniversary of the Effective Date the issuance of 250,000 common shares of the Optionee in the name of the Optionor; and

v) on or before the third anniversary of the Effective Date the issuance of 250,000 common shares of the Optionee in the name of the Optionor.

The Optionee covenants to and for the benefit of the Optionor, that they will take all such action as is required to maintain the Property in good standing at all times while this Option Agreement and the Option are in effect and will notify the Optionee of any material notices or other written demands or disclosure given to the Optionor, or shown to them concerning the Property tenure.

3. REPRESENTATIONS AND WARRANTIES

3.01 The Optionor's Representations and Warranties

The Optionor represents and warrants to the Optionee that:

(a) the Optionor is the recorded title holder of the Property and has good and sufficient right, power and authority to enter into and deliver this Option Agreement and to perform the transactions contemplated hereby, and the provisions hereof constitute legal, valid and binding obligations of the Optionor enforceable in accordance with their terms;

(b) neither the execution and delivery of this Option Agreement, nor compliance by the Optionor with any of the provisions hereof conflicts with or results in a breach of or default under any lien, charge, encumbrance or adverse claim against or on the Property under any of the terms, conditions or provisions of any agreement or instrument to which the Optionor is a party or any judgment, order, law or governmental or administrative regulation or restriction applicable to it;

(c) there are no actions, suits, claims, proceedings, litigation or investigations pending or to the best of the Optionor's knowledge after due investigation, threatened, or judgments outstanding and unsatisfied against or affecting the Optionor, any part of or all of the Property, or this Option Agreement;

(d) to the best of the Optionor's knowledge and belief, there has been no material spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any toxic or hazardous substance or waste (as defined by any applicable law) from, on in or under the Property or into the environment, except releases permitted or otherwise authorized by such law;

(e) to the best of the Optionor's knowledge and belief, no toxic or hazardous substance or waste has been disposed of or is located on the Property as a result of activities of the Optionor's or his predecessors in interest;

(f) to the best of the Optionor's knowledge and belief, no toxic or hazardous substance or waste has been treated on or is now stored on the Property;

(g) to the best of the Optionor's knowledge and belief, there are no pending or ongoing actions taken by or on behalf of any native persons pursuant to the assertion of any land claims with respect to lands included in the Property;

(h) the lands comprised in the Property have been duly and validly located and recorded under the law and jurisdiction in which they are situated and are in good standing in the appropriate mining recorders office on the date hereof;

(i) there are no royalties, fees or monies payable or required to be paid to any person with regard to the Property other than the GSP Royalty;

(j) there is no authorization, licence, approval, consent, order or any other action of, or any registration, declaration, filing or notice with or to any governmental authority, court, board, or arbitrator that is required for the execution or delivery by the Optionor of this Option Agreement, or the completion or performance by the Optionor of any of the transactions contemplated by this Option Agreement, or the validity or enforceability of this Option Agreement against the Optionor;

(k) to the best of the Optionor's knowledge, information and belief, all previous work conducted on the Property was conducted in compliance with all applicable laws;

(l) the Optionor shall be liable and shall indemnify and save the Optionee harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any covenant, representation or warranty contained in this Option Agreement save and excepting breaches by the Optionee. The Optionor acknowledges and agrees that the Optionee has entered into this Option Agreement relying on the covenants, representations and warranties of this Option Agreement;

(m) the Optionor hereby agrees to defend at his sole cost and expense the rights of the Optionee under this Option Agreement against all persons whomsoever claiming or purporting to claim the same or any part thereof or any interest therein except as set forth in this Agreement; and

(n) the Optionor shall remain liable and indemnify the Optionee from and against any liability, loss, costs, claims or damages arising out of any matter or thing relating to their interest hereby assigned occurring or arising prior to the date of this Agreement save and except breaches by the Optionee.

3.02 The Optionee's Representations and Warranties

The Optionee represents and warrants to the Optionor that:

(a) the Optionee is a corporation duly incorporated and is validly existing corporation in good standing under the laws of its jurisdiction of incorporation;

(b) this Option Agreement has been validly and effectively approved and authorized by all necessary corporate action on the part of the Optionee and has been duly executed and delivered by the Optionee;

(c) the Optionee has good and sufficient right, power and authority to enter into and deliver this Option Agreement and to perform the transactions contemplated hereby and this Option Agreement and the provisions hereof constitute legal, valid and binding obligations of the Optionee enforceable in accordance with their terms; and

(d) neither the execution and delivery of this Option Agreement, nor compliance by the Optionee with any of the provisions hereof or thereof conflicts with or results in a breach of or default under any lien, charge, encumbrance or adverse claim against or on the Property under any of the terms, conditions or provisions of the constating documents or any directors' or shareholders' resolution of the Optionee or any Option Agreement or instrument to which the Optionee is a party or any judgment, order, law or governmental, or administrative regulation or restriction applicable to it.

The representations and warranties herein before set out are conditions on which the parties have relied in entering into this Agreement, are to be construed as both conditions and warranties and shall, regardless of any investigation which may have been made by or on behalf of any party as to the accuracy of such representations and warranties, survive the closing of the transaction contemplated hereby and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation or warranty contained in this Agreement, and each party shall be entitled, in addition to any other remedy to which it may be entitled, to set off any such loss, damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

3.03 Survival of Representations

All representations and warranties granted or assented to in this Option Agreement, will survive the signing of this Option Agreement and each such representation and warranty is a condition of this Option Agreement, any or all of which conditions may be waived in whole or in part by the party for whose benefit the representation is made.

4. RIGHTS AND COVENANTS RELATING TO THE PROPERTY

4.01 Right to Explore

Subject to applicable Newfoundland and Labrador laws and regulations, during the Term (as that that term is defined herein) the Optionor grants to the Optionee the exclusive right and licence to enter upon the Property and to explore and prospect for ores and minerals thereon, subject to the conditions attaching to the Property. The rights of the Optionee under this Section shall be subject to Newfoundland and Labrador laws and shall include all rights held or exercisable by the Optionor which rights include, but are not limited to, the right to:

(a) build roads and erect temporary structures upon the surface of the Property for use by the Optionee and its contractors and their respective personnel and equipment, subject to applicable Newfoundland and Labrador regulations and permitting requirements;

(b) carry out surface and underground exploration on the Property for ores and minerals in respect of which the mineral claim comprising the Property are validly issued including, without limitation, by collecting samples for test metallurgical work;

(c) conduct any other geological, geophysical or geochemical evaluation, testing or assaying of the Property;

(d) use any surface and underground water rights, if any, in or upon or appurtenant to the Property and make application for any such rights as may be required in the circumstances, and to use all reciprocal rights which any of the Property may have with respect to other Property in the area;

(e) apply for all permits, licenses and other approvals deemed necessary or appropriate by the Optionee in connection with the conduct of exploration activities; and

(f) do all things which are incidental to or which may be useful, desirable or convenient in the exercise of rights or in the performance of obligations granted to the Optionee hereunder.

During the Term, the Optionee shall have control of all exploration activities on or for the benefit of the Property and of all equipment supplies, machinery and other assets purchased or otherwise acquired for use in connection with such exploration activities. The Optionee shall pay or cause to be paid the costs of all labour performed upon or material furnished to the Property by it or at its request.

4.02 Site Responsibility

During the Term of the Option the, Optionee shall comply with applicable laws and regulations, municipal and local laws, regulations, orders and approval of all governmental authorities relating to environmental matters in connection with the use, maintenance and operation of the Property and the conduct of business and operations related thereto. The Optionee shall indemnify and save harmless the Optionor from and against any and all liabilities, losses, claims, damages (including, without limitation, penalties, fines and monetary sanctions but excluding lost profits and any other consequential damages whatsoever), costs, lawyer's fees and disbursements on a solicitor and his own client basis, court costs, accountant's fees and expenses and all other out-of-pocket expenses in connection with or arising in any manner whatsoever out of the breach of the covenant of the Optionee contained in this Section, provided however, that the Optionee's covenant contained in this Section does not apply to environmental matters related to the Property which took place prior to the date of this Option Agreement. The Optionee will carry adequate insurance coverage at all times while working on the Property and will provide a copy of its insurance policy to the Optionor prior to entering onto the Property.

4.03 Reclamation

The Optionee will be responsible for reclamation of all disturbances caused from activities on the Property, and to the extent possible, the Optionee will conduct reclamation concurrently with disturbance. The Optionee will undertake rehabilitation in terms of Newfoundland and Labrador laws and regulations and closure monitoring of the Property to the extent required by Newfoundland and Labrador laws and regulations. Notwithstanding termination of the Option, the Optionee shall, subject to the Optionor agreeing otherwise, have the obligation within 3 months following the termination of the

Option to remove from the Property all buildings, plant equipment, machinery, tools, appliances and supplies that have been brought onto the Property by the Optionee.

4.04 Uranium Exploration

The Optionor shall retain the right, either in its own capacity or through third parties, to conduct uranium exploration on the Property during and after the Term of this Option Agreement, and in the event uranium is discovered the Optionee shall have no right, title or interest in it unless it is produced as a by-product or co-product of fluorspar production and in such event the Optionee and the Optionor shall share equally in the proceeds of sale of such uranium.

4.05 Other Commodities

Any minerals or other commodities, other than fluorspar or uranium, discovered by either party during the Term of this Option Agreement shall be owned by the parties in equal shares. Any minerals or other commodities, other than fluorspar or uranium, discovered by either party after the Term of this Option Agreement shall be owned solely by the Optionee.

4.06 Prohibition on Disposition of Property During the Term

Except as provided in paragraph 4.04 hereof, the Optionor shall not assign, sell, transfer or otherwise dispose of all or any portion of the Property during the Term without the prior written consent of the Optionee, which consent may be withheld in the sole discretion of the Optionee.

5. TERM AND TERMINATION

5.01 Term

The term of this Option Agreement (the "Term") shall be that period commencing on the date of execution of this Option Agreement and ending on the earlier of:

(a) the date that this Option Agreement is terminated; and
(b) the date the Optionee exercises the Option in accordance with Section 2.02 herein.

5.02 Termination by Notice

The Optionee shall have the right to terminate this Option Agreement at any time by giving written notice of such termination to the Optionor. This Option Agreement shall terminate on the date the Optionor is deemed to have received such notice, pursuant to paragraph 10.03. Upon such termination, this shall be of no further force and effect except that the Optionee shall be required to make any payments or share issuances due and owing at the time the notice of termination is received by the Optionor and the Optionee shall be required to have performed and filed records of assessment work or take any other action which may be necessary in that regard so that the Property will remain in good standing for a period of at least 6 months following such termination.

5.03 Default

No party will be in default of any of its obligations under this Option Agreement or deprived of any of its rights hereunder until notice of the alleged default has been given to the other party and such default has not been remedied or such other party has not in good faith commenced to take action to remedy such default within 30 days after the receipt of such notice and has not diligently proceeded with such remedying.

6. ASSIGNMENT

6.01 Assumption of Obligations

(a) The Optionee may, with the prior written consent of the Optionor, such consent not to be unreasonably withheld, and subject to all such approvals as may be required in law, at any time during the Term, sell, transfer or otherwise dispose of all or any portion of its interest in and to this Option Agreement provided that any purchaser or transferee of any such interest will have first delivered to the Optionor its agreement containing:

(i) a covenant by such transferee to perform all the obligations of the Optionee to be performed under this Option Agreement in respect of the interest to be acquired by it from the Optionee to the same extent as if this Option Agreement had been originally executed by the transferee and such transferee as joint and several obligors making joint and several covenants; and

(ii) a provision subjecting any further sale, transfer or other disposition of all or any portion of such interest in this Option Agreement to the restrictions contained in paragraph (i).

7. TRANSFER OF PROPERTY

7.01 Delivery of Assignments

Within 20 business days of receipt of a written request by the Optionee, provided the Option has been exercised, the Optionor agrees to deliver to the Optionee such documentation as the Optionee may reasonably require in order to assist the Optionee in applying to register such documentation as is necessary to confirm that the Optionee has acquired a 100% interest in the Property subject to the GSP Royalty.

8. FORCE MAJEURE

8.01 Extension of Time

No party will be liable for its failure to perform any of its obligations under this Option Agreement due to a cause beyond its reasonable control (except those caused by its own lack of funds) including, but not limited to, act of God, fire, storm, flood, explosion, terrorism, strike, lockout or other industrial disturbance, actions taken by or on behalf of Native persons pursuant to the assertion of land claims, act of public enemy, war, riot, law, permitting, rule and regulation or order of any duly constituted governmental authority, or unavailability of materials or transportation (each an "Intervening Event").

All time limits imposed by this Option Agreement will be extended by a period equivalent to the period of delay resulting from an Intervening Event.

8.02 Notice

A party relying on the provisions of paragraph 8.01 hereof, insofar as possible, shall promptly give written notice to the other party of the particulars of the Intervening Event, shall give written notice to all other parties as soon as the Intervening Event ceases to exist, shall take all reasonable steps to eliminate any Intervening Event and will perform its obligations under this Option Agreement as far as practicable, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Option Agreement if an Intervening Event renders completion impossible.

9. ARBITRATION

9.01 Disputes

The parties agree that all questions or matters in dispute shall be submitted to and settled by arbitration pursuant to the terms hereof.

9.02 Notice

It shall be a condition precedent to the right of any party to submit any matter to arbitration pursuant to the provisions hereof, that any party intending to refer any matter to arbitration shall have given not less than 30 days prior written notice of its intention to do so to the other party together with particulars of the matter in dispute. On the expiration of such 30-day period, the party who gave such notice may proceed to refer the dispute to arbitration as provided in paragraph 9.03.

9.03 Arbitration

The party desiring arbitration shall appoint one arbitrator, and shall notify the other party of such appointment, and the other party shall, within 30 days after receiving such notice, appoint an arbitrator and the two arbitrators so named, before proceeding to act, shall, within 30 days of the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairman of the arbitration herein provided for. If the other party shall fail to appoint an arbitrator within 30 days after receiving notice of the appointment of the first arbitrator, the first arbitrator shall be the only arbitrator, and if the two arbitrators appointed by the parties shall be unable to agree on the appointment of the chairman, the chairman shall be appointed under the provisions of the laws of the Province of Newfoundland and Labrador relating to commercial arbitrations. Except as specifically otherwise provided in this Section, the arbitration herein provided for shall be conducted in accordance with the laws of Newfoundland and Labrador. The chairman, or in the case where only one arbitrator is appointed, the single arbitrator, shall fix a time and place for the purpose of hearing the evidence and representations of the parties, and he shall preside over the arbitration and determine all questions of procedure not provided for under such laws. This arbitrator, or the arbitrators, as the case may be, shall make an award and reduce the same to writing, and deliver one copy thereof to each of the parties. The expense of the arbitration shall be paid as specified in the award.

9.04 Binding Decision

The parties agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, shall be final and binding upon each of them.

10. GENERAL PROVISIONS

10.01 No Partnership

This Option Agreement is not intended to, and shall not be deemed to, create any partnership relation between the parties hereto, including without limitation a mining partnership or commercial partnership. The obligations and liabilities of the parties hereunder shall be several and not joint and neither party shall have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other party, other than as expressly granted herein. Nothing herein contained shall be deemed to constitute any party the partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

10.02 Compliance With Laws

In the conduct of its operations on the Property, the Optionee and Optionor shall be responsible for compliance with applicable laws and regulations, including laws and regulations related to exploration, mining and reclamation; provided that the Optionee shall bear and pay the costs related thereto.

10.03 Notice

Any notice, election, proposal, objection or other document required or permitted to be given hereunder ("Notices") shall be in writing addressed to the parties as follows:

Optionor: **Golden Dory Resources Corp.**

50 McCurdy Drive,
Gander, Newfoundland
A1V 1A2

Optionee **Newfoundland Fluorspar Exploration Ltd.**

#5 – 1035 Boychuk Drive
Saskatoon, SK
S7H 5B2

All Notices shall be given by personal delivery, or prepaid registered mail, return receipt requested. All Notices shall be effective and shall be deemed delivered as follows:

(a) If by personal delivery, on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery;

(b) If by prepaid registered mail on the next business day after actual receipt.

A party may at any time change its address for future Notices hereunder by Notice in accordance with this Section 10.03.

10.04 Further Assurances

Each of the parties hereby covenants and agrees to execute all further and other documents and instruments and to do all further and other things that may be necessary to implement and carry out the intent of this Option Agreement.

10.05 Confidentiality

The Optionor and the Optionee will, subject to regulatory requirements, maintain the highest level of confidentiality with respect to this Option Agreement and the Property.

10.06 Entire Agreement

This Option Agreement, including the Schedules hereto, shall constitute the entire Option Agreement of the parties with respect to the Property and the subject matter hereof, all previous agreements with respect thereto being expressly rescinded and replaced hereby, and no modification or alteration of this Option Agreement shall be effective unless in writing executed subsequent to the date hereof by both of the parties. No prior written or contemporaneous oral promises, representations or agreements shall be binding upon the parties.

10.07 Directorship

The Optionor shall, at its option, have the right to appoint one person to the board of directors of the Optionee.

10.08 Counterparts

This Option Agreement may be executed in counterparts, which may be delivered by facsimile. Each executed counterpart shall be deemed to be an original and all such counterparts when read together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the Effective Date,

NEWFOUNDLAND FLUORSPAR EXPLORATION LTD.

By: ______________________
Authorized Signatory

JAMES P. HINCHEY
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
My commission expires on December 31, 2012.

GOLDEN DORY RESOURCES CORP.

By: ______________________ K.K.
Authorized Signatory

JAMES P. HINCHEY
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
My commission expires on December 31, 2012.

This TRANSFER is hereby approved this 8th day of Nov. 20 10 by

MINISTER OF NATURAL RESOURCES

REGISTERED: this 08th day of Nov. 20 10
In accordance with Sec. 6, the Mineral Act RSNL 1990
Vol. 29 Fol. 28 Receipt No. N/A

MANAGER-MINERAL RIGHTS
(Mineral Claims Recorder)

SCHEDULE "A"

DEFINED TERMS

For the purposes of this Option Agreement, the following words and phrases shall have the following meanings, namely:

a) "Exchange" means the TSX Venture Exchange;

b) "Effective Date" shall mean the 8th day of October, 2010

c) "GSP Royalty" shall have the definition contained in Schedule "C" attached to this Option Agreement;

d) "Option" means the option granted by the Optionor to the Optionee under paragraph 2.01 of this Option Agreement;

e) "Party" means a party to this Option Agreement; and

f) "Property" means the mineral licenses located near St. Lawrence, Newfoundland as more particularly described in Schedule "B" hereto, and any part or parts thereof, together with the mineral rights, personal property and permits associated therewith, and shall include any renewal thereof and any other form of successor or substitute title thereto.

SCHEDULE "B"

1. **Mineral Licence 17982M** on the lands described as: Beginning at the Northeast corner of the herein described parcel of land, and said corner having UTM coordinates of 5 202 500 N, 615 500 E; of Zone 21; thence South 500 metres, thence East 3,000 metres, thence South 500 metres, thence East 500 metres, thence South 2,500 metres, thence West 500 metres, thence South 3,000 metres, thence West 1,500 metres, thence North 1,000 metres, thence West 1,500 metres, thence North 1,000 metres, thence West 1,000 metres, thence North 500 metres, thence East 2,000 metres, thence North 500 metres, thence East 500 metres, thence North 500 metres, thence West 2,000 metres, thence North 1,500 metres, thence West 500 metres, thence North 1,500 metres, thence East 1,000 metres to the point of beginning. All bearings are referred to the UTM grid, Zone 21. NAD27.

2. **Mineral Licence 17055M** on the lands described as: Beginning at the Northeast corner of the herein described parcel of land, and said corner having UTM coordinates of 5 200 500 N, 624 000 E; of Zone 21; thence South 2,000 metres, thence West 1,000 metres, thence North 500 metres, thence West 500 metres, thence North 1,500 metres, thence East 1,500 metres to the point of beginning. All bearings are referred to the UTM grid, Zone 21. NAD27.

3. **Mineral Licence 16461M** on the lands described as: Beginning at the Northeast corner of the herein described parcel of land, and said corner having UTM coordinates of 5 201 000 N, 625 000 E; of Zone 21; thence South 2,500 metres, thence West 1,000 metres, thence North 2,000 metres, thence East 500 metres, thence North 500 metres, thence East 500 metres to the point of beginning. All bearings are referred to the UTM grid, Zone 21. NAD27.

SCHEDULE "C"

1. In consideration of the exercise of the Option by and the sale of the Property to the Optionee, the Optionee hereby covenants and agrees with the Optionor that the Optionor shall have and receive a continuing gross sales proceeds royalty of One Half (0.5%) Percent of any and all proceeds received by the Optionee from the sale of minerals produced from the Property after the Option has been exercised and ownership of the Property has been transferred to the Optionee (the "GSP Royalty").

2. The Optionee shall account for and remit to the Optionor, on a monthly basis or on such sooner or later frequency as the parties may agree, the GSP Royalty owed to the Optionor on the gross sales proceeds that have actually been received by the Optionor for the previous month, without deduction.

3. The GSP Royalty shall survive termination of this Option Agreement.

AMENDING AGREEMENT

This Amending Agreement is made effective the 24th day of March, 2011.

BETWEEN:

GOLDEN DORY RESOURCES CORP., a company incorporated under the laws of British Columbia, having a business address 50 McCurdy Drive, Gander, Newfoundland, Canada A1V 1A2

(the "Optionor")

AND:

NEWFOUNDLAND FLUORSPAR EXPLORATION LTD., a corporation incorporated under the laws of Newfoundland and Labrador, having a business address of #5 – 1035 Boychuk Drive, Saskatoon, SK, S7H 5B2

(the "Optionee")

WHEREAS:

1. the Optionor and the Optionee entered into an Option Agreement made effective the 12th day of October, 2010 (the "Option Agreement");
2. the parties desire to amend the terms of the Option Agreement in respect of time limits and the Property; and
3. the parties hereto have agreed to enter into this Amending Agreement to amend the Option Agreement as provided for herein.

NOW THEREFORE in consideration of the premises, the payment of Ten Dollars ($10.00) by each party hereto to each of the other parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby covenant and agree that the Option Agreement shall be amended as follows:

1. Section 2.02 of the Option Agreement is hereby deleted in its entirety and replaced with the following:

"**2.02 <u>Option Terms</u>**

This Option Agreement and the Option shall terminate if the Optionee fails to complete the following within the time limit as follows:

(a) making the following cash payments (in the form of bank draft, certified cheque or solicitor's trust cheque payable to the Optionor) and share issuances to the Optionor:

i) upon execution of this Agreement the issuance of 250,000 common shares of the Optionee in the name of the Optionor;

ii) upon completion of a proposed financing of the Optionee but in any event within twelve (12) months of the Effective Date, the payment of $10,000 to the Optionor;

iii) on or before the date which is eighteen (18) months from the Effective Date the issuance of 250,000 common shares of the Optionee in the name of the Optionor and the payment of $15,000 to the Optionor;

iv) on or before the date which is thirty (30) months from the Effective Date the issuance of 250,000 common shares of the Optionee in the name of the Optionor; and

v) on or before the date which is forty-two (42) months from the Effective Date the issuance of 250,000 common shares of the Optionee in the name of the Optionor.

The Optionee covenants to and for the benefit of the Optionor, that they will take all such action as is required to maintain the Property in good standing at all times while this Option Agreement and the Option are in effect and will notify the Optionee of any material notices or other written demands or disclosure given to the Optionor, or shown to them concerning the Property tenure."

2. Schedule "B" of the Option Agreement is hereby deleted in its entirety and replaced with the Schedule "B" attached to this Amending Agreement.

3. Subject to the amendments to the Option Agreement set forth above, the parties hereto each confirm that all clauses of the Option Agreement are to remain in full force and effect and the parties hereto hereby consent and agree to the amendments to the Option Agreement, as provided for in this Amending Agreement. The provisions of the Option Agreement, as amended by the provisions of this Amending Agreement are hereby ratified, confirmed and approved.

4. All capitalized terms used but not otherwise defined herein shall have the meanings respectively ascribed thereto in the Option Agreement.

5. This Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same Amending Agreement. For the purposes of this Section, the delivery of a facsimile copy or a copy by any other electronic means, of an executed counterpart of this Amending Agreement shall be deemed to be valid execution and delivery of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement to have effect as of the day and year first written above.

NEWFOUNDLAND FLUORSPAR EXPLORATION LTD.

By: ______________________
Authorized Signatory

GOLDEN DORY RESOURCES CORP.

By: ______________________
Authorized Signatory

SCHEDULE "B"

PROPERTY

1. **Mineral Licence 18749M** on the lands described as: Beginning at the Northeast corner of the herein described parcel of land, and said corner having UTM coordinates of 5 199 000 N, 618 500 E; of Zone 21; thence South 3,000 metres, thence West 1,500 metres, thence North 1,000 metres, thence West 1,500 metres, thence North 1,000 metres, thence West 1,000 metres, thence North 500 metres, thence East 2,000 metres, thence North 500 metres, thence East 2,000 metres to the point of beginning. All bearings are referred to the UTM grid, Zone 21. NAD27.

2. **Mineral Licence 17055M** on the lands described as: Beginning at the Northeast corner of the herein described parcel of land, and said corner having UTM coordinates of 5 200 500 N, 624 000 E; of Zone 21; thence South 2,000 metres, thence West 1,000 metres, thence North 500 metres, thence West 500 metres, thence North 1,500 metres, thence East 1,500 metres to the point of beginning. All bearings are referred to the UTM grid, Zone 21. NAD27.

3. **Mineral Licence 16461M** on the lands described as: Beginning at the Northeast corner of the herein described parcel of land, and said corner having UTM coordinates of 5 201 000 N, 625 000 E; of Zone 21; thence South 2,500 metres, thence West 1,000 metres, thence North 2,000 metres, thence East 500 metres, thence North 500 metres, thence East 500 metres to the point of beginning. All bearings are referred to the UTM grid, Zone 21. NAD27.