

**AURICO GOLD INC.**

**AND**

**ALAMOS GOLD INC.**

**AND**

**AURICO METALS INC.**

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**CONTRIBUTION AGREEMENT**

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**June 30, 2015**

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## CONTRIBUTION AGREEMENT

Contribution Agreement dated June 30, 2015, between AuRico Gold Inc. (“**AuRico**”), Alamos Gold Inc. (“**Alamos**”) and AuRico Metals Inc. (“**New AuRico**”, collectively with AuRico and Alamos, the “**Parties**”, and each a “**Party**”).

### RECITALS:

- (A) AuRico and Alamos are parties to an arrangement agreement dated April 12, 2015 (the “**Arrangement Agreement**”).
- (B) Until the Effective Date, New AuRico is an Affiliate of AuRico.
- (C) Pursuant to the Arrangement Agreement, AuRico has agreed to, among other things, sell and convey the New AuRico Property (as defined herein) to New AuRico and assign and transfer to New AuRico all of the New AuRico Liabilities (as defined herein) and New AuRico has agreed to purchase the New AuRico Property from AuRico and accept and assume all of the New AuRico Liabilities.
- (D) On the Effective Date the Earn-In Covenants shall become effective and AuRico will have the ability to earn the Earn-In Interest.

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Defined Terms

In this Agreement, unless the context otherwise requires, the words and terms in Schedule A shall have the meanings ascribed to them therein. Unless otherwise expressly stated, all amounts herein are stated in United States dollars, and “\$” means United States dollars and “C\$” means Canadian dollars.

### ARTICLE 2 PURCHASE AND SALE

#### 2.1 Purchase and Sale

- 2.1.1 With effect as of the time contemplated by Section 2.3(e) of the Plan of Arrangement, subject to the terms and conditions of this Agreement, AuRico shall sell, convey, assign and/or transfer, as applicable, to New AuRico the New AuRico Property and all of AuRico’s right, title and interest in and to the New AuRico Property, and New AuRico shall purchase, accept and/or assume, as applicable, from AuRico the New AuRico Property.

- 2.1.2 The purchase price payable for the New AuRico Property is equal to the fair market value of the New AuRico Property as of the time contemplated by Section 2.3(e) of the Plan of Arrangement (the “**Purchase Price**”).
- 2.1.3 On the Effective Date, the Purchase Price for the New AuRico Property shall be paid and satisfied in full as follows:
- 2.1.3.1 by the assumption by New AuRico of the Current Liabilities and the liabilities referred to in clause (ii) of the definition of “New AuRico Liabilities”; and
- 2.1.3.2 as to the balance thereof, by the allotment and issuance by New AuRico to AuRico of 118,120,000 fully-paid and non-assessable New AuRico Shares at the Subscription Price per New AuRico Share (the “**Consideration Shares**”).
- 2.1.4 The Parties agree that an allocation of the Purchase Price amongst the New AuRico Property for all relevant tax purposes is set out in Schedule G attached hereto and agree to file all tax returns, including the joint election required under Section 4.1.1, in a manner consistent with that allocation.
- 2.1.5 From and after the time contemplated by Section 2.3(e) of the Plan of Arrangement, New AuRico shall be entitled to take vacant possession and enjoyment of the New AuRico Property subject to the New AuRico Liabilities and the Earn-In Covenants.

### **ARTICLE 3 ASSUMPTION OF NEW AURICO LIABILITIES**

#### **3.1 Assumption of New AuRico Liabilities**

With effect as of the time contemplated by Section 2.3(e) of the Plan of Arrangement, subject to the terms and conditions of this Agreement, New AuRico shall assume, and agrees to be responsible for and to honour, perform, discharge and pay as and when due, the New AuRico Liabilities.

### **ARTICLE 4 TAX ELECTIONS**

#### **4.1 Federal Tax Elections**

- 4.1.1 New AuRico and AuRico hereby acknowledge and agree that they will make a joint election under section 85 of the Tax Act (and any similar provision under any applicable provincial tax statute) in the prescribed form and in accordance with section 85(6) of the Tax Act in respect of the transfer of any property comprising New AuRico Property that is “eligible property” for purposes of section 85 of the Tax Act at the following “elected amounts”:

4.1.1.1 in the case of each of the New AuRico Royalties, the AuRico Trade-Marks and the Kemess Project, other than Kemess fixed assets (collectively, the “**Properties**”), \$1;

4.1.1.2 in the case of a property that is depreciable property of a prescribed class of AuRico, the least of: (i) the undepreciated capital cost of all properties of that prescribed class immediately before the disposition; (ii) the cost of the property; and (iii) the fair market value of the property at the time of the disposition; and

4.1.1.3 in the case of each of the remaining properties comprising the New AuRico Property (other than the Properties), an amount equal to the lesser of (i) the "cost amount" (within the meaning of the Tax Act) and (ii) the fair market value at the time of transfer of such property,

unless New AuRico and AuRico agree otherwise on a higher “elected amount” in respect of any one or more such properties not in excess of the fair market value thereof. New AuRico and AuRico agree to execute the prescribed election forms and agree to file the elections within the time specified in subsection 85(6) of the Tax Act.

4.1.2 To the extent that New AuRico concludes that it is necessary or desirable and to the extent applicable, New AuRico and AuRico shall jointly execute the necessary elections under section 167 (or in the alternative, section 156) of the ETA and the equivalent provision of applicable provincial tax statutes to have the sale, transfer, conveyance or assignment of the New AuRico Property from AuRico take place on a GST/HST-free basis under Part IX of the ETA and such provincial tax statutes. Such elections shall be filed in the manner and within the time prescribed by the relevant legislation. New AuRico shall be responsible for, shall indemnify AuRico from and against, and shall pay, if applicable, any and all GST/HST and PST arising or payable in respect of the transfer to New AuRico of the New AuRico Property.

## **4.2 BC Tax Election**

If applicable and to the extent that AuRico concludes that it is necessary or desirable, New AuRico and AuRico shall jointly execute the necessary elections under the Mineral Tax Disposition of a Mine Regulation of the Mineral Tax Act (British Columbia) to have the sale, transfer, conveyance or assignment of such portion of the Kemess Project from AuRico as deemed required, take place on a tax-free basis under the Mineral Tax Act (British Columbia). AuRico shall file the election (and provide a copy thereof to New AuRico) in the manner and within the time prescribed by the relevant legislation. AuRico shall be responsible for, and shall pay, if applicable, all mineral tax arising or payable in respect of the transfer to New AuRico of the Kemess Project.

**ARTICLE 5**  
**“AS IS WHERE IS” PURCHASE**

**5.1 “As Is Where Is” Purchase**

- 5.1.1 New AuRico hereby acknowledges to and agrees with AuRico and Alamos (it being acknowledged that each of AuRico and Alamos is relying on such acknowledgements and agreements in entering into this Agreement) as follows:
- (a) by virtue of the experience and sophistication of its management and its knowledge of, and familiarity with, the New AuRico Property and the New AuRico Liabilities, New AuRico is fully informed with respect to the New AuRico Property and the New AuRico Liabilities and is capable of evaluating the merits and risks of the purchase by it of AuRico’s right, title and interest in and to the New AuRico Property and the assumption of the New AuRico Liabilities;
  - (b) none of Alamos, AuRico or Amalco is making any representation, warranty or covenant to, or for the benefit of, New AuRico with respect to the New AuRico Property, the New AuRico Liabilities or the Spin-off Transaction; and
  - (c) New AuRico is acquiring the New AuRico Property on an “as is, where is” basis at the sole risk and peril of New AuRico.

**ARTICLE 6**  
**LIABILITY AND INDEMNITY**

**6.1 No Liability**

- 6.1.1 New AuRico hereby acknowledges to, and agrees with, AuRico and Alamos that none of Alamos, AuRico, Amalco or any of their respective Affiliates, directors, officers, employees, agents or representatives shall have any liability (except as expressly provided herein) to New AuRico in respect of the New AuRico Property, the New AuRico Liabilities or any aspect of the Spin-off Transaction and that New AuRico shall have no recourse (except as expressly provided herein) against Alamos, AuRico, Amalco or any of their respective Affiliates, directors, officers, employees, agents or representatives in relation thereto.

**6.2 Indemnity**

- 6.2.1 As of the Effective Date, New AuRico (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless AuRico, Alamos, Amalco and their respective Subsidiaries, successors and assigns (each, an “**Indemnified Party**”) for, from and against any and all Claims and Losses sustained, suffered or incurred by any of them as a result of, arising out of or in connection with any Indemnified Liability.
- 6.2.2 If an Indemnified Party receives notice of the commencement or assertion of any Claim made or brought by any Person who is not a Party or an Affiliate of a Party against an Indemnified Party with respect to which the Indemnifying Party is obligated to provide

indemnification under this Agreement (a “**Third Party Claim**”), then the Indemnified Party shall give the Indemnifying Party reasonably prompt notice thereof (“**Third Party Claim Notice**”), but in any event no later than 30 days after receipt of written notice of such Third Party Claim. The Third Party Claim Notice shall describe, to the extent then known, the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Indemnified Party. The omission to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any duty or obligation to indemnify and hold harmless which otherwise might exist with respect to Third Party Claim unless (and only to that extent) the omission to notify actually and materially prejudices the ability of the Indemnifying Party to exercise its right to defend such Third Party Claim as provided in this Article 6.

- 6.2.3 The Indemnifying Party may participate in or assume the defence of a Third Party Claim by giving written notice (“**Defence Notice**”) to that effect to the Indemnified Party not later than 30 days after receiving the Third Party Claim Notice (the “**Defence Period**”). The Indemnifying Party’s right to participate in or assume the defence of a Third Party Claim shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Indemnifying Party shall pay all of its own costs and expenses (including costs and expenses of counsel) of participating in or assuming such defence. The Indemnified Party shall cooperate in good faith in the defence of each Third Party Claim, even if the defence has been assumed by the Indemnifying Party. If the defence of a Third Party Claim has been assumed by the Indemnifying Party, then the Indemnified Party may participate in such defence assisted by counsel of its own choice at its own expense (unless (a) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party or (b) there exists an actual or potential conflict of interest between the Indemnified Party and the Indemnifying Party, in which case the costs and expenses of the Indemnified Party’s counsel shall be paid by the Indemnifying Party). If the Third Party Claim involves a Claim by a Governmental Entity requiring the payment of any taxes and the failure to make such payment by a particular time would result in the imposition of any fine or penalty or would impair the ability to defend such Claim and the Indemnified Party gives notice thereof to the Indemnifying Party, then the Indemnifying Party shall make the required payment on behalf of the Indemnified Party to the Governmental Authority prior to the required time and the Indemnified Party shall reimburse the Indemnifying Party (together with interest equal to such interest paid, if any, by the Governmental Entity to the Indemnified Party net of any Taxes payable by the Indemnified Party on such interest) to the extent it is subsequently determined that the payment made by the Indemnifying Party on behalf of the Indemnified Party was not required as an Indemnity Payment (as defined below).
- 6.2.4 The Indemnifying Party and the Indemnified Party shall use all reasonable efforts to make available to the Party which is undertaking and controlling the defence of any Third Party Claim (the “**Defending Party**”),
- (a) those employees whose assistance, testimony or presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim; and



- (b) all documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim, subject to confidentiality and privilege,

and shall otherwise cooperate with the Defending Party. The Indemnifying Party shall be responsible for all reasonable expenses associated with making such documents, records and materials available, and for all reasonable expenses of any employees made available by the Indemnified Party to the Indemnifying Party hereunder, which expense shall not exceed the actual cost to the Indemnified Party associated with such employees.

6.2.5 If an Indemnifying Party elects to assume the defence of any Third Party Claim as provided in Section 6.2.3 and the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim, then the Indemnified Party may, at its option, elect to assume the defence of and to compromise or settle such Third Party Claim assisted by counsel of its own choosing and the Indemnifying Party shall be liable for all reasonable costs and expenses paid or incurred by the Indemnified Party (including costs and expenses of counsel) in connection therewith. Without the prior written consent of the Indemnified Party, the Indemnifying Party shall not enter into or cause any compromise or settlement of any Third Party Claim unless:

- (a) the Indemnified Party receives, as part of the compromise and settlement, a legally binding and enforceable unconditional satisfaction or release, which is in form and substance satisfactory to the Indemnified Party, acting reasonably; and
- (b) the Third Party Claim and any Claim or liability of the Indemnified Party with respect thereto is being fully and finally satisfied because of the compromise and settlement and the Indemnified Party is being fully and finally released from any and all obligations or liabilities it may have with respect to the Third Party Claim and any Claim or liability which may arise in respect thereof (including any Claim to other Persons as a result of the Claim being asserted against such other Persons by the Person making the Third Party Claim).

6.2.6 With respect to any Claim for indemnification hereunder that does not result from a Third Party Claim (a “**Direct Claim**”), the Indemnifying Party shall have 30 days following receipt of notice from the Indemnified Party of such Direct Claim to make such investigation of such Direct Claim as it considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate such Direct Claim, together with all such other information in respect of such Direct Claim in the possession or control of the Indemnified Party as the Indemnifying Party may reasonably request. If the Indemnifying Party and the Indemnified Party agree at or prior to the expiration of such 30-day period (or any mutually agreed upon extension thereof) on the validity and amount of such Direct Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of such Direct Claim. If the Indemnifying Party and the Indemnified Party do not so agree, or if the Indemnifying Party does not respond within such 30-day period, the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party.

- 6.2.7 If the amount of any Loss incurred by an Indemnified Party at any time subsequent to the making of an Indemnity Payment is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including taxes) or premiums incurred in connection therewith) shall promptly be repaid by the Indemnified Party to the Indemnifying Party. Upon making a full payment required to be paid pursuant to the indemnity in this Article 6 (the “**Indemnity Payment**”), the Indemnifying Party shall, to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnified Party against any third party that is not an Affiliate of the Indemnified Party and not a Governmental Entity in respect of the Loss to which the Indemnity Payment relates but only if the Indemnifying Party shall then be in compliance with its obligations under this Agreement in respect of such Loss. Until the Indemnified Party recovers full payment of its Loss, any and all Claims of the Indemnifying Party against any such third party on account of such Indemnity Payment shall be postponed and subordinated in right of payment to the Indemnified Party’s rights against such third party. Without limiting the generality or effect of any other provision hereof, the Indemnified Party and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect such postponement and subordination.
- 6.2.8 The Indemnifying Party shall pay the amount of any Claim or Loss within ten Business Days of the earlier of (i) the Indemnifying Party and the Indemnified Party agreeing to the amount of such Claim or Loss payable by the Indemnifying Party; or (ii) a Final Decision that the Indemnifying Party is liable for such Claim or Loss. Should the Indemnifying Party not make full payment of any such obligation within such ten Business Day period, any amount payable shall accrue interest from and including the date the Indemnifying Party and the Indemnified Party agree to the amount of such Claim or Loss or the date of such Final Decision, as applicable, to and including the date such payment has been made at a rate per annum equal to the Prime Rate. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, and shall compound on each three-month anniversary of the date the Indemnifying Party and the Indemnified Party agree to the amount of such Claim or Loss or the date of such Final Decision, as applicable.
- 6.2.9 Notwithstanding anything to the contrary set forth herein, except as contemplated by the following sentence, no Party shall be entitled to indemnification under this Article 6 to the extent that any Claims result from the bad faith, gross negligence and/or fraud of the Party seeking indemnification. The foregoing shall not limit the entitlement of any Indemnified Party to indemnification under this Article 6 in respect of any Claim or Loss resulting from the bad faith, gross negligence and/or fraud of AuRico prior to the Effective Date.
- 6.2.10 Each Party seeking indemnification under this Article 6 shall use commercially reasonable efforts to mitigate any Losses suffered by such Party for which indemnification is claimed hereunder, provided that such Party shall not be required to expend funds in connection with the foregoing.

- 6.2.11 Subject to Section 6.2.12, the provisions of Article 6 shall constitute the exclusive remedy of the Parties with respect to Indemnified Liabilities with the intent that all Claims in respect of Indemnified Liabilities, whether found in contract, tort or otherwise (save and except for any Claim of fraud, willful misconduct, bad faith or gross negligence) shall be subject to the limitations and other provisions contained in this Article 6. Notwithstanding the foregoing, the restrictions above shall not apply to any Claim relating to a failure by a Party to comply with its indemnification obligations under this Article 6 or to any Claim of fraud, willful misconduct, bad faith or gross negligence.
- 6.2.12 Nothing in this Article 6, shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specific performance of any such covenants or agreements, without the necessity of posting bond or security in connection therewith.
- 6.2.13 *[Commercially sensitive information relating to dispute resolution redacted]*
- 6.2.14 New AuRico hereby constitutes each of AuRico and Alamos as trustee for each of the Indemnified Parties of the covenants of New AuRico under this Article 6 with respect to the Indemnified Parties and each of AuRico and Alamos accepts such trust and agrees to hold and enforce such covenants on behalf of the Indemnified Parties.

## **ARTICLE 7 MUTUAL CONDITIONS PRECEDENT**

### **7.1 Mutual Conditions Precedent**

Notwithstanding anything herein contained, the obligations of the Parties to complete the transactions provided for herein is subject to the Arrangement Agreement being in full force and effect as at the time contemplated by Section 2.3(e) of the Plan of Arrangement. If the Arrangement is not completed for any reason (including because the Arrangement Agreement is terminated), this Agreement shall automatically terminate.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

### **8.1 Representations and Warranties of AuRico**

AuRico represents and warrants to New AuRico as follows and acknowledges that New AuRico is relying on such representations and warranties in connection with the Spin-Off Transaction:

- (a) *Residency.* AuRico is not a non-resident of Canada for purposes of the Tax Act.
- (b) *HST Registration.* AuRico is duly registered under Part IX of the ETA and analogous provisions under applicable provincial tax laws and its ETA registration number is: 87757 6637 RT0002.
- (c) *Accredited Investor.* AuRico is an “accredited investor” as defined in NI 45-106.

## **8.2 Representations and Warranties of New AuRico**

New AuRico represents and warrants to AuRico as follows and acknowledges that AuRico is relying on such representations and warranties in connection with the Spin-Off Transaction:

- (a) *Residency.* New AuRico is not a non-resident of Canada for purposes of the Tax Act.
- (b) *HST Registration.* New AuRico is duly registered under Part IX of the ETA and analogous provisions under applicable provincial tax laws and its ETA registration number is: 80254 6994 RT 0001.
- (c) *Consideration Shares.* Upon the transfer of the New AuRico Property to New AuRico, the Consideration Shares shall be validly issued as fully-paid and non-assessable New AuRico Shares.

## **ARTICLE 9 CLOSING**

### **9.1 Closing**

9.1.1 Subject to Section 7.1, the closing of the transactions contemplated by this Agreement shall take place at the time contemplated by Section 2.3(e) of the Plan of Arrangement.

9.1.2 On the Effective Date, AuRico shall deliver or cause to be delivered to New AuRico the following:

- (a) an executed assignment and assumption agreement whereby AuRico will assign all of its right, title and interest in the Kemess Project and the cash collateral or deposits posted and other rights on account of reclamation obligations relating to the Kemess Project to New AuRico, which shall be in form and substance satisfactory to AuRico, acting reasonably;
- (b) a wire transfer or certified cheque in the amount of \$20 million payable by AuRico to New AuRico (which represents the New AuRico Cash and the Converted Committed Amount);
- (c) an executed net smelter returns royalty agreement in respect of the Y-D Royalty in the form attached as Schedule J to the Arrangement Agreement;
- (d) executed agreements whereby AuRico will assign all of AuRico's right, title and interest in the AuRico Trademarks to New AuRico, which shall be in form and substance satisfactory to New AuRico, acting reasonably;
- (e) an executed bill of sale, in respect of all of AuRico's right, title and interest in the remaining New AuRico Property, which shall be in form and substance satisfactory to New AuRico, acting reasonably;

- (f) executed consents to assignment or transfer of any Contract Requiring Consent (other than Non-Assignable Contracts which shall be dealt with in accordance with Article 10) and approvals and consents to assignment or transfer of any Assumed Permit (other than Non-Assignable Permits which shall be dealt with in accordance with Article 10) that requires approval or consent of a third party (including a Governmental Entity) to be obtained in order to assign or transfer that Authorization;
- (g) the tax election(s) referred to in Section 4.1.2, if applicable;
- (h) online mineral tenure initiation of sale in respect of the Kemess Project mineral tenures;
- (i) land title transfer forms in respect of the Kemess Project real property; and
- (j) all such other assurances, consents, agreements, documents and instruments as have been reasonably required by New AuRico to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to New AuRico, acting reasonably.

9.1.3 On the Effective Date, New AuRico shall deliver or cause to be delivered to AuRico the following:

- (a) share certificates or other evidence satisfactory to AuRico, acting reasonably, representing the Consideration Shares registered in the name of AuRico or as AuRico may otherwise direct;
- (b) an executed assignment and assumption agreement whereby New AuRico will assume the New AuRico Liabilities, which shall be in form and substance satisfactory to AuRico, acting reasonably;
- (c) the tax election(s) referred to in Section 4.1.2, if applicable; and
- (d) all such other assurances, consents, agreements, documents and instruments as have been reasonably required by AuRico to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to AuRico, acting reasonably.

## **ARTICLE 10**

### **ASSIGNMENT OF CONTRACTS AND PERMITS**

#### **10.1 Consents to Contracts Requiring Consent**

If the consents required to assign any Contract Requiring Consent are not obtained prior to the time contemplated by Section 2.3(e) of the Plan of Arrangement, unless the Parties otherwise mutually agree, AuRico and New AuRico shall continue to use their commercially reasonable efforts to obtain consents for such Contract Requiring Consent following the time contemplated by Section 2.3(e) of the Plan of Arrangement for a

period of one year after the Effective Date and thereafter New AuRico shall continue to use its commercially reasonable efforts to obtain such consents.

Until such time as a Non-Assignable Contract has been assigned to New AuRico, to the extent permitted by applicable Laws and such contract, AuRico shall hold such Non-Assignable Contract in trust for the benefit of New AuRico for the term of such Non-Assignable Contract (including any renewal or extension) and the covenants and obligations thereunder shall be fully performed by New AuRico and all benefits and obligations existing thereunder shall be for the account of New AuRico. From and after the time contemplated by Section 2.3(e) of the Plan of Arrangement, AuRico authorizes New AuRico, to the extent permitted by applicable Laws and the terms of each such Non-Assignable Contract, at New AuRico's sole cost and expense, to perform all of AuRico's obligations under each such Non-Assignable Contract (and AuRico shall be fully indemnified and held harmless in respect thereof by New AuRico).

## **10.2 Consents to Non-Assignable Permits**

If the consents or approvals required to assign any Assumed Permit to New AuRico are not obtained prior to the time contemplated by Section 2.3(e) of the Plan of Arrangement, unless the Parties otherwise mutually agree, AuRico and New AuRico shall continue to use their commercially reasonable efforts to obtain such consents or approvals following the time contemplated by Section 2.3(e) of the Plan of Arrangement for a period of one year after the Effective Date and thereafter New AuRico shall continue to use its commercially reasonable efforts to obtain such consents or approvals.

Until such time as such Non-Assignable Permits have been assigned to New AuRico, to the extent permitted by applicable Laws and such Authorization, AuRico shall hold such Non-Assignable Permits in trust for the benefit of New AuRico (and AuRico shall be fully indemnified and held harmless in respect thereof by New AuRico) and the covenants and obligations thereunder shall be fully performed by New AuRico and all benefits and obligations existing thereunder shall be for the account of New AuRico.

## **10.3 No Assignment or Attempted Assignment**

For greater certainty, nothing herein shall constitute an assignment or an attempted assignment by Amalco of any Non-Assignable Contract or Non-Assignable Permit unless all required approvals and consents to do so have been obtained.

## **10.4 Australian Royalties**

*[Commercially sensitive information relating to Australian Royalties redacted]*

## **10.5 Qualification**

For greater certainty, nothing in this Article 10 shall obligate AuRico to make any payment to any Person or to pay any other charge or fee or to make additional payments, guarantees or financial contributions or arrangements or to institute legal or arbitration or other proceedings, including any such payments, arrangements or other actions to obtain

any consents, waivers or approvals or to maintain in good standing any Non-Assignable Contract or Non-Assignable Permit, in any case for which is not otherwise compensated in full by New AuRico in accordance with this Section (it being agreed that AuRico is entitled to request payment from New AuRico in advance) and if New AuRico fails to do so AuRico shall be entitled, acting in its sole discretion, to terminate or allow to lapse any Non-Assignable Contract or Non-Assignable Permit or to refuse to take any action in respect of any Non-Assignable Contract or Non-Assignable Permit.

New AuRico shall be responsible for all reasonable costs and expenses incurred by AuRico in the performance under or of the enforcement of the rights under the applicable Non-Assignable Contract or Non-Assignable Permit and New AuRico shall promptly pay to AuRico any sums required to be paid by it in connection with such applicable Non-Assignable Contract or Non-Assignable Permit (it being agreed that AuRico is entitled to request payment from New AuRico in advance) and if New AuRico fails to do so AuRico shall be entitled, acting in its sole discretion, to terminate or allow to lapse any such Non-Assignable Contract or Non-Assignable Permit or to refuse to take any action in respect of any such Non-Assignable Contract or Non-Assignable Permit. For greater certainty AuRico shall not be required to perform any obligations under the applicable Non-Assignable Contract or Non-Assignable Permit or to enforce its rights thereunder until AuRico has received the applicable amount from New AuRico in cash and received such other assurances or indemnities as may reasonably be required to undertake such action and if New AuRico fails to do so AuRico shall be entitled, acting in its sole discretion, to terminate or allow to lapse any such Non-Assignable Contract or Non-Assignable Permit or to refuse to take any action in respect of any such Non-Assignable Contract or Non-Assignable Permit.

## **10.6 Land Title and Mineral Title**

AuRico and New AuRico agree that from and after the time contemplated by Section 2.3(e) of the Plan of Arrangement in respect of any New AuRico Property that is mineral title or land title where legal title has not, for any reason, transferred from AuRico to New AuRico as of the time contemplated by Section 2.3(e) of the Plan of Arrangement (the “**Bare Trust Assets**”), AuRico shall be deemed to have assigned and transferred to New AuRico all of its beneficial right and interest in and to such New AuRico Property and the legal title to such New AuRico Property will remain in the name of AuRico or Amalco, as the case may be, until such time as legal title can be transferred to New AuRico. AuRico acknowledges and declares that its legal interest in the Bare Trust Assets from and after the time contemplated by Section 2.3(e) of the Plan of Arrangement is held on behalf of New AuRico as its nominee, agent and bare trustee and that it has no interest in the Bare Trust Assets other than as set out in this Section 10.6. New AuRico shall indemnify and hold harmless AuRico and Amalco for, from and against any and all Claims and Losses sustained, suffered or incurred by any of them as a result of, arising out of or in connection with the holding of the Bare Trust Assets or the arrangements contemplated by this Section 10.6.

**ARTICLE 11**  
**POST-CLOSING COVENANTS**

**11.1 Post-Closing Covenants**

- 11.1.1 From and after the Effective Date, upon reasonable notice and to the extent permitted by applicable Law, New AuRico will give or cause to be given to the representatives, employees, counsel and accountants of AuRico, reasonable access, during normal business hours, to the books and records which relate to the business carried on by AuRico with respect to the New AuRico Property conducted by AuRico during the periods prior to the Effective Date, and will permit such persons to examine and, at AuRico's cost, copy such books and records to the extent reasonably requested by Amalco in connection with the preparation of tax and financial reporting matters, audits, legal proceedings, governmental investigations and other business purposes. However, New AuRico shall not be obligated to take any action pursuant to this Section that would (i) unreasonably disrupt the normal course of its business, (ii) violate any applicable Law, or (iii) cause New AuRico to breach any agreement, instrument or contract in which New AuRico or any of its Affiliates is a party. New AuRico and AuRico will cooperate with each other in the conduct of any tax audit or similar proceedings involving or otherwise relating to any of the New AuRico Property pertaining to any tax period prior to the Effective Date (or the income therefrom or assets thereof).
- 11.1.2 From and after the Effective Date, upon reasonable notice and to the extent permitted by applicable Law, AuRico will give or cause to be given to the representatives, employees, counsel and accountants of New AuRico, reasonable access, during normal business hours, to the books and records which relate to the business carried on by AuRico with respect to the New AuRico Property conducted by AuRico during the periods prior to the Effective Date, and will permit such persons to examine and, at New AuRico's cost, copy such books and records to the extent reasonably requested by New AuRico in connection with the preparation of tax and financial reporting matters, audits, legal proceedings, governmental investigations and other business purposes. However, AuRico shall not be obligated to take any action pursuant to this Section that would (i) unreasonably disrupt the normal course of its business, (ii) violate any applicable Law, or (iii) cause Amalco to breach any agreement, instrument or contract to which AuRico or any of its affiliates is a party. New AuRico and AuRico will cooperate with each other in the conduct of any tax audit or similar proceedings involving or otherwise relating to any of the New AuRico Property pertaining to any tax period prior to the Effective Date (or the income therefrom or assets thereof).
- 11.1.3 Following the Effective Date, the Parties shall make all filings, notices or requests for approval required to be given or made to any Governmental Entity in connection with Spin-Off Transaction. Each Party shall furnish or cause to be furnished to the other such information and assistance as it may reasonably request in order to prepare any filings or submissions or notices to be made or given by it but no Party shall be obligated to provide to any Governmental Entity any undertakings or commitments or to agree to any limitations or restriction on its business.



- 11.1.4 Subject to Section 11.1.8, from and after the Effective Date, each of AuRico and Alamos shall discontinue further use of the name “AuRico Gold”, “AuRico” or any variation thereof (except where legally required to identify AuRico and its Subsidiaries until their names have been changed to another name) and shall transfer all website domains and related intellectual property and rights related to such names to New AuRico). Subject to Section 11.1.8, New AuRico will have the exclusive right after the time contemplated by Section 2.3(e) of the Plan of Arrangement to use the trade names “AuRico”, AuRico Gold” or any variation thereof and to change its corporate name to one or more of the trade names or variations thereof. AuRico and Alamos shall execute any documents which may be necessary or desirable in order for New AuRico to effect such name change.
- 11.1.5 AuRico shall not, for a period of 24 months following the Effective Date, solicit for employment any Hired Employee; provided, however, that the foregoing prohibition shall not extend to (a) general solicitations of a public nature provided that AuRico has not specifically directed its efforts toward the Hired Employees or (b) any employee who approaches AuRico without any direct or indirect solicitation by or on behalf of AuRico.
- 11.1.6 New AuRico shall not, for a period of 24 months following the Effective Date, solicit for employment any employee of AuRico or Alamos; provided, however, that the foregoing prohibition shall not extend to (a) any of the employees listed on Schedule C hereto; (b) general solicitations of a public nature provided that New AuRico has not specifically directed its efforts toward such employees; or (c) any employee who approaches New AuRico without any direct or indirect solicitation by or on behalf of New AuRico.
- 11.1.7 Each of AuRico and Alamos will not, during the New AuRico Standstill Period, without the consent of New AuRico (i) offer to acquire or agree to acquire, directly or indirectly, by purchase or otherwise, more than 5% of any voting securities or securities convertible into or exchangeable for voting securities, or direct or indirect rights or options to acquire any voting securities, of New AuRico; (ii) make, or in any way participate in, any solicitation of proxies to vote, or seek to advise or influence any other person with respect to the voting of any voting securities of New AuRico; (iii) otherwise seek to control or influence the management, directors or corporate policies of New AuRico or to obtain representation on New AuRico’s board of directors; (iv) engage in any discussions or negotiations, enter into any agreement or submit any proposal or offer (with or without conditions) in connection with any business combination or other acquisition transaction or extraordinary transaction involving New AuRico; or (v) enter into any discussions or arrangements with any third party with respect to any of the foregoing; or make any public announcement of any intention to do or take any of the foregoing.
- 11.1.8 For a period of six months after the Effective Date, AuRico shall provide New AuRico (at the sole cost and expense of New AuRico) and New AuRico shall provide AuRico (at the sole cost and expense of AuRico) with such reasonable assistance with respect to the transition of operations with respect to New AuRico Properties as New AuRico or AuRico, as applicable, may reasonably require. For a period of six months after the Effective Date, New AuRico shall not delete and shall provide AuRico with such access, as is specified in Schedule K to this Agreement, to (a) all emails in the email user

mailbox accounts specified in such Schedule other than emails and email user mailbox accounts that pertain exclusively to the New AuRico Property and (b) all data pertaining to the AuRico website domains that does not pertain exclusively to the New AuRico Property, and during such period New AuRico shall in accordance with Schedule K, transfer, or cause, at the sole cost and expense of AuRico, all relevant third parties to transfer, all such emails and data pertaining to such accounts, emails and websites to AuRico.

11.1.9 *[Commercially sensitive information relating to Australian Royalties redacted]*

## **ARTICLE 12 EARN-IN**

### **12.1 Earn-In Covenants**

- 12.1.1 With effect on the Effective Date, New AuRico hereby grants AuRico a right to earn a 30% participating interest in the Kemess East Project (the “**Earn-In Interest**”) by spending the Earn-In Hurdle Amount by December 31, 2016. For greater certainty, in order to fully earn its right to the Earn-In Interest, AuRico must spend or pay to New AuRico, acting as agent for AuRico for New AuRico to spend on AuRico’s behalf an amount equal to the Earn-In Hurdle Amount by December 31, 2016 on the terms and conditions specified herein. New AuRico represents and warrants to AuRico, and acknowledges that AuRico is relying on such representation and warranty in connection with the transactions contemplated hereby, that the Kemess East Project is a property in respect of which it is possible to incur Exploration Expenses.
- 12.1.2 The Committed Amount is due and payable in advance to New AuRico by AuRico on the Effective Date. New AuRico shall spend the Committed Amount, as agent for AuRico on AuRico’s behalf, at the Kemess East Project on Exploration Expenses.
- 12.1.3 New AuRico will be the operator of the Kemess East Project during the Earn-In Period and will spend (i) the 2015 Commitment, as agent and on behalf of AuRico, by December 31, 2015 and (ii) the 2016 Commitment, as agent and on behalf of AuRico, by December 31, 2016, in each case at the Kemess East Project on Exploration Expenses. AuRico and New AuRico shall discuss the activities to be undertaken in connection with the incurring of Exploration Expenses at the Kemess East Project. However, if AuRico and New AuRico cannot agree on which activities should be undertaken in connection with the incurring of Exploration Expenses at the Kemess East Project, New AuRico shall decide which activities to undertake to incur Exploration Expenses at the Kemess East Project and such decision shall be binding on AuRico. For greater certainty, the 2016 Commitment is required to be spent at the Kemess East Project on Exploration Expenses by New AuRico, as agent and on behalf of AuRico, even if AuRico does not elect to spend the Discretionary Amount.
- 12.1.4 The Committed Amount represents the portion of the Earn-In Hurdle Amount that AuRico is irrevocably committed and obligated to spend, or to pay to New AuRico as agent of AuRico. The Discretionary Amount represents the portion of the Earn-In Hurdle

Amount that is not a committed amount and is discretionary until January 5, 2016 at which point AuRico will need to make an irrevocable election to commit to spend the Discretionary Amount by December 31, 2016 or elect to terminate its right to earn the Earn-In Interest.

- 12.1.5 After payment of the Committed Amount, AuRico may at any time terminate its obligations in respect of the Earn-In Covenants.
- 12.1.6 If AuRico does not irrevocably elect to spend or pay to New AuRico acting as agent for AuRico, for New AuRico to spend on AuRico's behalf, the Discretionary Amount by January 5, 2016, AuRico shall have no further right to spend further monies under the Earn-In Agreement and the right to the Earn-In Interest shall automatically terminate on such date. AuRico shall have no obligation to spend or fund the Discretionary Amount in the absence of a mutually satisfactory form of joint venture agreement on the terms described in 0 and such other industry standard terms as AuRico and New AuRico may agree, which is to be entered into on or prior to the funding of the Discretionary Amount. Upon AuRico receiving the Earn-In Interest, the Parties shall form a special-purpose entity (the "**Joint Venture**") to hold the Kemess East Project and they shall each hold a proportionate interest in such entity.
- 12.1.7 If AuRico does not irrevocably elect to spend the Discretionary Amount by January 5, 2016 or does not spend or pay to New AuRico, acting as agent for AuRico for New AuRico to spend on AuRico's behalf, the Discretionary Amount by December 31, 2016, AuRico shall not earn any interest in the Kemess East Project and shall not be entitled to any credit, refund or other compensation or reimbursement for amounts spent by it (including for greater certainty, the Committed Amount).
- 12.1.8 At any time and from time to time after AuRico earns the Earn-In Interest, New AuRico shall have the right to purchase the participating interest of AuRico in the Kemess East Project (as it may be adjusted from time to time in accordance with Schedule I) for an amount equal to 1.1 times the amount determined by subtracting the Committed Amount from the Earn-In Hurdle Amount (the "**Buy Back Right**"). The purchase price may be paid by New AuRico in cash or in New AuRico Shares based on the 25 day volume-weighted average price of New AuRico Shares on the date prior to the date New AuRico provides notice to AuRico of the exercise of Buy Back Right. If applicable, the Parties agree to structure the purchase of the Earn-in Interest by New AuRico in a tax-efficient manner, including the use of a section 85 election under the Tax Act.
- 12.1.9 *[Commercially sensitive information relating to Earn-In Covenants redacted]*

## **ARTICLE 13 AURICO LITIGATION AND ARBITRATION**

### **13.1 Management and Costs**

*[Commercially sensitive information relating to dispute resolution redacted]*

## **13.2 Cooperation**

*[Commercially sensitive information relating to dispute resolution redacted]*

## **ARTICLE 14 GENERAL PROVISIONS**

### **14.1 Notices**

14.1.1 Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier, facsimile or electronic mail and addressed:

(i) to New AuRico or, prior to the Effective Date, AuRico at:

110 Yonge Street, Suite 1601  
Toronto, Ontario M5C 1T4

Attention: Chief Executive Officer

Facsimile: 647-260-8869

(ii) to Alamos or Amalco or, after the Effective Date, AuRico at:

130 Adelaide Street West, Suite 2200  
Toronto, ON M5H 3P5

Attention: Chief Executive Officer

Facsimile: 416-368-2934

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile.

### **14.2 Non-Merger**

The Parties agree that all covenants and agreements under this Agreement, and any other agreement or document delivered pursuant to this Agreement, which are to be performed following Effective Date shall survive the Effective Date and all indemnities and rights of set-off under this Agreement shall survive the Effective Date in perpetuity.

### **14.3 Further Assurances**

Each Party covenants and agrees that, from time to time before or after the Effective Date, it will, at the request and expense of the requesting Party, execute and deliver all

such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the requesting Party, acting reasonably, may from time to time request be executed or done in order to give effect fully to any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby. Without limiting the generality of the foregoing, New AuRico shall, if so required by applicable Laws, prepare and file Form 45-106F1 as prescribed by NI 45-106 in respect of the distribution of the New AuRico Shares.

#### **14.4 Time of the Essence**

Time is of the essence in this Agreement.

#### **14.5 Successors and Assigns**

14.5.1 This Agreement becomes effective only when executed by the Parties. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

14.5.2 Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party. Notwithstanding anything to the contrary herein, from and after the amalgamation of AuRico and Alamos pursuant to the Arrangement, all of the rights and obligations of Alamos and AuRico hereunder shall be rights and obligations of Amalco and shall be enforceable by Amalco (in the case of rights) and enforceable against Amalco (in the case of obligations).

#### **14.6 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

#### **14.7 Governing Law**

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

#### **14.8 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such

facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF** the Parties have executed this Contribution Agreement.

**AURICO GOLD INC.**

By: "Scott Perry"  
Name: Scott Perry c/s  
Title: President and Chief Executive Officer

**ALAMOS GOLD INC.**

By: "Jamie Porter"  
Name: Jamie Porter c/s  
Title: Chief Financial Officer

**AURICO METALS INC.**

By: "Chris Richter"  
Name: Chris Richter c/s  
Title: Director

**SCHEDULE A  
DEFINED TERMS**

“**2015 Commitment**” means C\$5.75 million provided that if AuRico has not spent C\$2.9 million of Exploration Expenses in British Columbia between January 1, 2015 and the Effective Date, the 2015 Commitment shall be adjusted upward on a dollar for dollar basis based on the difference between C\$2.9 million and the amount spent by AuRico on Exploration Expenses in British Columbia between January 1, 2015 and the Effective Date;

“**2016 Commitment**” means the amount determined by subtracting the amount of the 2015 Commitment from the Committed Amount;

“**Affiliate**” means has the meaning ascribed thereto in the Canadian Securities Administrators’ National Instrument 45-106 *Prospectus and Registration Exemptions*, unless stated otherwise;

“**Agreement**” means this Contribution Agreement, together with the schedules attached hereto, as amended, amended and restated or supplemented from time to time;

“**Alamos Arrangement Resolution**” means the special resolution of the Alamos Shareholders approving the Plan of Arrangement;

“**Alamos Continuance**” means the continuance of Alamos from the BCBCA to the OBCA;

“**Alamos Continuance Resolution**” means the special resolution of the Alamos Shareholders approving the Alamos Continuance;

“**Alamos Meeting**” means the special meeting, including any adjournments or postponements thereof, of the Alamos Shareholders to be held to consider, among other things, and, if deemed advisable, to approve, the Alamos Continuance Resolution and the Alamos Arrangement Resolution;

“**Alamos Shareholders**” means at any time, the holders of Alamos Shares;

“**Alamos Shares**” means the common shares in the capital of Alamos;

“**Amalco**” means the corporation formed by the amalgamation of AuRico and Alamos pursuant to the Arrangement to be named “Alamos Gold Inc.”, and all references to AuRico or Alamos herein (to the extent such references refer to a period on or after the amalgamation of AuRico and Alamos pursuant to the Arrangement) shall also be deemed to be a reference to Amalco;

“**Arrangement**” means an arrangement pursuant to Section 182 of the OBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith, or with the Arrangement Agreement or made at the direction of the Court either in the Interim Order or Final Order with the consent of AuRico and Alamos, each acting reasonably;

“**Assumed Contracts**” has the meaning ascribed to that term in the definition of “New AuRico Property” below;



“**Assumed Permits**” has the meaning ascribed to that term in the definition of “New AuRico Property” below;

“**AuRico Arrangement Resolution**” means the special resolution of the AuRico Shareholders approving the Plan of Arrangement;

“**AuRico Disclosure Letter**” means the letter dated as of the date of the Arrangement Agreement, delivered by AuRico to Alamos pursuant to the Arrangement Agreement with respect to certain matters in the Arrangement Agreement, a copy of which is attached hereto as Schedule H;

“**AuRico Litigation and Arbitration**” means any Claim or potential Claim with respect to the Australian Royalties that (i) is initiated by AuRico prior to the Effective Date or that AuRico is otherwise subject to prior to the Effective Date or (ii) which New AuRico requests that AuRico initiate on or following the Effective Date or that AuRico is otherwise subject to on or following the Effective Date.

“**AuRico Meeting**” means the special meeting, including any adjournments or postponements thereof, of the AuRico Shareholders to be held to consider, among other things, and, if deemed advisable, to approve, the AuRico Arrangement Resolution;

“**AuRico Shareholders**” means, at any time, the holders of AuRico Shares;

“**AuRico Shares**” means the common shares in the capital of AuRico;

“**AuRico Subsidiaries**” means collectively, the Subsidiaries of AuRico, as listed in Schedule B attached hereto;

“**AuRico Trade-Marks**” means any and all common law or registered trade-mark rights, trade names, trade-marks, proposed trade-marks, certification marks, service marks, distinguishing marks and guises, logos, slogans, domain names and any registrations and applications therefor, in each case relating to the name “**AuRico**”, “**AuRico Gold**” or any variation thereof anywhere in Canada, the United States of America or Mexico, whether or not registered or registrable, including common law trade-marks, pending trade-mark registrations and applications, together with all goodwill associated with the foregoing and including the websites and domain names presently used or held for use by AuRico or any AuRico Subsidiary;

“**Australian Royalties**” means collectively (i) the royalty described in the agreement dated January 13, 2015 between Fosterville Gold Mine PTY Ltd (“**Fosterville**”), and Crocodile Gold Inc. (“**Crocodile**”) which was assigned to AuRico pursuant to an agreement dated January 14, 2015 between AuRico (as assignee), Crocodile (as assignor) and Fosterville (as royalty payor) (the “**Fosterville Royalty**”); (ii) the royalty described in the agreement dated January 13, 2015 between Leviathan Resources PTY Ltd (“**Leviathan**”), and Crocodile which was assigned to AuRico pursuant to an agreement dated January 14, 2015 between AuRico (as assignee), Crocodile (as assignor) and Leviathan (as royalty payor) (the “**Leviathan Royalty**”); and (iii) the royalty described in the agreement dated January 13, 2015 between Stawell Gold Mines PTY Ltd (“**Stawell**”), and Crocodile which was assigned to AuRico pursuant to an agreement dated January 14, 2015 between AuRico (as assignee), Crocodile (as assignor) and Stawell (as royalty

payor) (the “**Stawell Royalty**”). Notwithstanding the foregoing, (i) if Fosterville has a right of first refusal or right of first offer as a result of the transfer or assignment of the Fosterville Royalty by AuRico to New AuRico and if Fosterville has exercised its right of first refusal or right of first offer to acquire the Fosterville Royalty, then the “Fosterville Royalty” comprising the Australian Royalties shall mean the consideration received by AuRico in respect of such acquisition, (ii) if Leviathan has a right of first refusal or right of first offer as a result of the transfer or assignment of the Leviathan Royalty by AuRico to New AuRico and if Leviathan has exercised its right of first refusal or right of first offer to acquire the Leviathan Royalty, then the “Leviathan Royalty” comprising the Australian Royalties shall mean the consideration received by AuRico in respect of such acquisition; and (iii) if Stawell has a right of first refusal or right of first offer as a result of the transfer or assignment of the Stawell Royalty by AuRico to New AuRico and if Stawell has exercised its right of first refusal or right of first offer to acquire the Stawell Royalty, then the “Stawell Royalty” comprising the Australian Royalties shall mean the consideration received by AuRico in respect of such acquisition;

“**Australian Royalty Claims**” means any Claims as a result of, arising out of or in connection with (a) any breach or alleged breach, or any failure or alleged failure, by AuRico to comply with the terms of any Australian Royalty or any agreement related thereto (including, for greater certainty, any breach or alleged breach, or failure or alleged failure, by AuRico or any AuRico Subsidiary to comply with any right of first refusal or right of first offer in respect of any Australian Royalty) or (b) any actions taken by AuRico, any AuRico Subsidiary or any of their respective representatives on or prior to the Effective Date or as a result of New AuRico exercising its rights under Article 13 in connection with the transfer or assignment or purported transfer or assignment of any Australian Royalty without complying with any rights of first refusal or right of first offer in respect of such Australian Royalty; provided, however, that “Australian Royalty Claims” shall not include any costs and expenses (including fees and disbursements of counsel) incurred in connection with the AuRico Litigation and Arbitration (which costs and expenses shall be addressed in accordance with Article 13);

“**Authorization**” means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, whether or not having the force of Laws, which pertains or relates to the New AuRico Property, and includes any Environmental Approval;

“**Award**” has the meaning ascribed to that term in Section 13.1(f);

“**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario, Vancouver, British Columbia or New York City, New York;

“**Buy-Back Right**” has the meaning ascribed to it in Section 12.1.8;

“**Certificate of Arrangement**” means the certificate of arrangement giving effect to the Arrangement, issued pursuant to Section 183(2) of the OBCA;

“**Circular**” means the joint AuRico and Alamos management information circular to be prepared in connection with the AuRico Meeting and the Alamos Meeting, together with any amendments

thereto or supplements thereof, and any other registration statement, information circular or proxy statement which may be prepared in connection with the AuRico Meeting or the Alamos Meeting;

“**Claims**” means any and all debts, costs, expenses, liabilities, obligations, losses and damages, penalties, proceedings, actions, suits, assessments, reassessments or claims of whatsoever nature or kind including regulatory or administrative (whether or not under common law, on the basis of contract, negligence, strict or absolute liability or liability in tort, or arising out of requirements of applicable Laws), imposed on, incurred by, suffered by, or asserted against any Person or any property, absolute or contingent, and, except as otherwise expressly provided herein, includes all reasonable out-of-pocket costs, disbursements and expenses paid or incurred by such Person in defending any action;

“**Committed Amount**” means C\$9.5 million, provided that if AuRico has not spent C\$2.9 million of Exploration Expenses in British Columbia between January 1, 2015 and the Effective Date, the Committed Amount shall be adjusted upward on a dollar for dollar basis based on the difference between C\$2.9 million and the amount spent by AuRico on Exploration Expenses in British Columbia between January 1, 2015 and the Effective Date;

“**Consideration Shares**” has the meaning ascribed to it in Section 2.1.3.2;

“**Contract Requiring Consent**” means any Assumed Contract which requires or could require the consent or approval of a third party be obtained in order to assign that Assumed Contract or the rights under such Assumed Contract to New AuRico on the Effective Date;

“**Converted Committed Amount**” means the Committed Amount converted into US Dollars based on the Bank of Canada noon exchange rate on the Business Day immediately prior to the Effective Date;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**Current Liabilities**” means those New AuRico Liabilities that are due and payable as at the time contemplated by Section 2.3(e) of the Plan of Arrangement or within one year thereafter, including all accounts payable and accrued liabilities included in the Kemess working capital;

“**Discretionary Amount**” means an amount equal to the Earn-In Hurdle Amount less the Committed Amount;

“**Earn-In Covenants**” means the covenants in Article 12;

“**Earn-In Hurdle Amount**” means C\$20 million;

“**Earn-In Interest**” has the meaning ascribed to it in Section 12.1.1;

“**Earn-In Period**” means the period from the Effective Date until the earlier of (i) AuRico receives the Earn-In Interest in accordance with Article 12, (ii) AuRico’s right to receive the Earn-In Interest has terminated, or (iii) December 31, 2016.

“**Effective Date**” means the date upon which the Arrangement becomes effective as established by the date shown on the Certificate of Arrangement;

“**Effective Time**” means 12:01 a.m. (Toronto time) on the Effective Date;

“**Environmental Approvals**” means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions, approvals, decisions, decrees, conditions, notifications, orders, demands or Claims, issued or required by any Governmental Entity pursuant to any Environmental Laws, which pertain or relate to the New AuRico Property;

“**Environmental Laws**” means all applicable Laws whether foreign or domestic, including applicable common law and civil law, for the protection of the natural environment and human health and safety and for the regulation of contaminants, pollutants, waste, toxic and hazardous substances;

“**ETA**” means the *Excise Tax Act* (Canada), as amended;

“**Excess Costs**” has the meaning ascribed to that term in Section 13.1(f);

“**Excluded Taxes**” means the amount of any Tax which is payable to any Governmental Entity by AuRico or any of the AuRico Subsidiaries or Amalco or any of its Subsidiaries in respect of: (i) the transfer to New AuRico of the New AuRico Property, (ii) any sale, disposition or transfer of any New AuRico Property after the date of the Arrangement Agreement and prior to the time contemplated by Section 2.3(e) of the Plan of Arrangement, (iii) the disposition of New AuRico Shares pursuant to the Arrangement or (iv) those Taxes referred to in the AuRico Disclosure Letter as “Excluded Taxes”, provided that “Excluded Taxes” shall not include any GST/HST and PST, arising or payable in respect of the transfer to New AuRico of the New AuRico Property;

“**Exploration Expenses**” means expenses described in paragraph (b) of the definition of “flow-through mining expenditure” in subsection 127(9) of the Tax Act, being expenses described in paragraph (f) of the definition of “Canadian exploration expense” in subsection 66.1(6) of the Tax Act and that are incurred in conducting mining exploration activity from or above the surface of the earth for the purpose of determining the existence, location, extent or quality of a mineral resource, and are not expenses in respect of: (a) trenching, if one of the purposes of the trenching is to carry out preliminary sampling (other than specified sampling), (b) digging test pits (other than digging test pits for the purpose of carrying out specified sampling), and (c) preliminary sampling (other than specified sampling);

“**Final Decision**” means a decision by a Governmental Entity from which no appeal lies or in respect of which all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken;

“**Final Order**” means the order made after application to the Court approving the Arrangement, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

“**Governmental Entity**” means any: (i) supranational, international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government,

governmental or public department, central bank, court, tribunal, arbitrator, arbitral body, commission, board, bureau, stock exchange or agency, whether domestic or foreign; (ii) any subdivision, agency, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation, land use or occupation, or taxing authority under or for the account of any of the foregoing;

**“Hired Employee”** means any employee listed in Schedule C attached hereto that accepts an offer of employment with New AuRico made pursuant to the Arrangement Agreement;

**“including”** means including, without limitation;

**“Indemnified Liabilities”** means (i) the New AuRico Liabilities, (ii) all Claims by or in respect of any Hired Employee to the extent such Claims relate to events occurring at any time on or after the Effective Date (for greater certainty obligations of AuRico or Amalco to employees and consultants including any severance or change of control payments which may be payable in connection with the Arrangement are not Indemnified Liabilities), (iii) all liabilities and obligations related to, arising out of or in connection with, the ownership, possession, financing, development or operation of the New AuRico Property at any time after the time contemplated by Section 2.3(e) of the Plan of Arrangement, (iv) all Australian Royalty Claims, (v) those liabilities referred to as Indemnified Liabilities in the AuRico Disclosure Letter, and (vi) such other liabilities as AuRico, Alamos and New AuRico may agree;

**“Interim Order”** means the order made after application to the Court, containing declarations and directions in respect of the notice to be given and the conduct of the AuRico Meeting and the Alamos Meeting and the Arrangement, as such order may be amended, supplemented or varied by the Court;

**“Joint Venture Agreement”** shall mean the mutually agreeable joint venture agreement agreed between AuRico and New AuRico to be entered into in connection with the Earn-In Interest, including the terms set out in Schedule I attached.

**“Kemess East Project”** means the Kemess East Project, as more particularly described herein, including in Schedule D attached hereto, and shall include such other mineral properties forming part of the Kemess Project or located in British Columbia, in respect of which expenditures incurred by New AuRico are reasonably expected to qualify as Exploration Expenses that New AuRico may, in its sole discretion, include as part of the Kemess East Project;

**“Kemess Project”** means the Kemess property, and includes the Kemess Underground Project, the Kemess East Project and the Kemess South Project, all as more particularly described herein, including in Schedule D attached hereto;

**“Laws”** means all laws, by-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity, including U.S. Securities Laws;

**“Losses”** means in respect of a Person and in relation to a matter, any and all losses, damages, costs, expenses and charges (including all penalties, assessments and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes Taxes, all

reasonable costs of legal counsel (on a solicitor and client basis) and other professional advisors and consultants and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained;

“**New AuRico Cash**” means an amount in cash equal to \$20 million less the Converted Committed Amount;

“**New AuRico Liabilities**” means all of the liabilities and obligations of AuRico and its Subsidiaries, whether accrued, contingent or otherwise, which pertain or relate to the New AuRico Property or relate to the Spin-off Transaction, including (i) all Indemnified Liabilities, (ii) all liabilities and obligations of AuRico and its Subsidiaries in respect of reclamation obligations related to or in respect of the Kemess Project, (iii) all liabilities and obligations that are reflected on the pro forma financial statements of New AuRico included in the Circular or the Kemess Project carve-out financial statements included in the Circular, (iv) those liabilities which are referred to as “New AuRico Liabilities” in the AuRico Disclosure Letter, (v) all liabilities and obligations of AuRico and its Subsidiaries to be performed under any Assumed Contract, Assumed Permit or any other agreement, contract, lease, Authorization or other instrument which pertains or relates to, or which is included in, the New AuRico Property and which by the terms and conditions thereof are to be observed, paid, discharged or performed at any time on or after the time contemplated by Section 2.3(e) of the Plan of Arrangement and (vi) any GST/HST and PST, arising or payable in respect of the transfer to New AuRico of the New AuRico Property, but excluding, for greater certainty, (a) all obligations of AuRico to employees and consultants including any severance or change of control payments which may be payable in connection with the Arrangement, (b) Excluded Taxes, and (c) all costs and expenses (including reasonable out-of-pocket legal and other professional fees and disbursements) relating to the inclusion of disclosure in respect of New AuRico in the Circular (including all costs relating to any technical reports required to be filed pursuant to NI 43-101 as a result thereof) and the listing and posting for trading of the New AuRico Shares on the TSX or TSX Venture Exchange, as applicable;

“**New AuRico Property**” means all right, title and interest of AuRico and its Subsidiaries in (i) the Kemess Project, including any and all concessions, lands, mineral claims and rights, mineral and surface leases, easement and rights of way, contracts, Authorizations, books and records, infrastructure, buildings, machinery, equipment, inventory, other tangibles and personal property (and any manufacturer’s warranties relating thereto), improvements, fixtures and appurtenances (including fixed machinery and fixed equipment, bore holes, pits and shafts existing or located thereon) or other assets substantially used, held for use or pertaining to the Kemess Project on the Effective Date, (ii) the full benefit of all Authorizations substantially used, held for use or pertaining to the Kemess Project or the Assumed Contracts on the Effective Date, including the Authorizations listed in Schedule J and any amendments thereto (collectively the “**Assumed Permits**”), but only to the extent that the Assumed Permits are assignable or transferable and subject to the obtaining of any necessary approvals and consents to such assignment or transfer as contemplated by Section 9.1.2(f), (iii) all contracts, leases or other agreements substantially used, held for use or pertaining to the Kemess Project or the Assumed Permits on the Effective Date, including the contracts listed in Schedule E attached hereto (collectively, the “**Assumed Contracts**”), subject to the obtaining of any necessary approvals and consents to such assignment or transfer as contemplated by Section 9.1.2(f), (iv) the AuRico Trade-Marks, (v)

cash collateral or deposits posted on account of reclamation obligations or other obligations relating to the Kemess Project, (vi) the New AuRico Cash, (vii) the New AuRico Royalties (except as disclosed in the AuRico Disclosure Letter), and (viii) the property and assets set forth in Schedule F attached hereto;

“**New AuRico Royalties**” means the Y-D Royalty and the Australian Royalties;

“**New AuRico Shares**” means common shares in the capital of New AuRico;

“**New AuRico Standstill Period**” means the period commencing on the Effective Date and ending on the earlier of (i) 18 months following the Effective Date, or (ii) the date upon which New AuRico shall have approved or entered into, or announced the approval or entering into an agreement, transaction or series of related transactions with a Person other than AuRico or Alamos, a Person under common control with the foregoing or a Person acting jointly or in concert with the foregoing having as its object the acquisition, directly or indirectly, of not less than 20% of the outstanding voting or equity securities of New AuRico or the assets of New AuRico or its subsidiaries (or both) representing not less than 20% of the net asset value or contribution to earnings of New AuRico and its subsidiaries on a consolidated basis;

“**NI 45-106**” means National Instrument 45-106, *Prospectus Exemptions*;

“**Non-Assignable Contract**” means any Contract Requiring Consent whose rights thereunder cannot be assigned to New AuRico at the time contemplated by Section 2.3(e) of the Plan of Arrangement because any required consent or approval has not been obtained by the time contemplated by Section 2.3(e) of the Plan of Arrangement;

“**Non-Assignable Permit**” means any Assumed Permit which requires the consent or approval of any Governmental Entity be obtained in order to assign that Assumed Permit to New AuRico at the time contemplated by Section 2.3(e) of the Plan of Arrangement and in respect of which such consent or approval has not been obtained by the time contemplated by Section 2.3(e) of the Plan of Arrangement;

“**OBCA**” means the *Business Corporations Act* (Ontario);

“**Operator**” shall have the meaning given in Schedule I;

“**Person**” means an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“**Plan of Arrangement**” means the plan of arrangement attached to the Certificate of Arrangement;

“**Prime Rate**” means the amount published by the Bank of Nova Scotia as its prime lending date;

“**Properties**” has the meaning ascribed thereto in Section 4.1.1.1;

“**Purchase Price**” has the meaning ascribed thereto in Section 2.1.2;

“**Spin-off Transaction**” means the transfer to New AuRico of the New AuRico Property, and the assumption by New AuRico of the New AuRico Liabilities, pursuant to terms and conditions set forth in this Agreement, the Arrangement Agreement and the Plan of Arrangement;

“**Subscription Price**” means C\$1.023105334;

“**Subsidiary**” has that meaning as set out in Section 1(4) of the Securities Act (Ontario), as the context requires and “**Subsidiaries**” means more than one Subsidiary;

“**Tax**” and “**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, licence taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan or Quebec Pension Plan premiums, excise, severance, social security, workers’ compensation, employment insurance or compensation taxes or premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any Governmental Entity on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended;

“**U.S. Securities Laws**” means the 1933 Act, the 1934 Act and any applicable U.S. state securities laws;

“**Y-D Royalty**” means the 1.5 % net smelter return royalty on the Young Davidson Gold Mine to be created, granted and conveyed by AuRico to New AuRico as part of the Arrangement;

“**Young Davidson Gold Mine**” means the gold mine and related milling facility located near the town of Matachewan, Ontario and the buildings, structures, facilities and fixtures located thereon;

“**1933 Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder;

“**1934 Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder; and

“**1940 Act**” means the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated from time to time thereunder.



**SCHEDULE B**  
**AURICO SUBSIDIARIES**

AuRico Gold Chihuahua, S.A. de C.V., SOFOM E.N.R.  
AuRico Gold Holdings Inc.  
AuRico Gold Nova Scotia Ltd.  
AuRico Gold (USA), Inc.  
Caborca Industrial, S.A. de C.V. (wholly owned by the AuRico CEO and COO)  
Capital Gold Corporation  
G.S. Limited  
Leadville Mining & Milling Holding Corporation  
Minera Santa Rita, S. de R.L. de C.V.  
Nayarit Gold de Mexico, S.A. de C.V. (50% ownership interest)  
Nayarit Gold Inc.  
Northgate Exploration BVI  
Northgate Exploration Limited  
Oro de Altar, S.A. de C.V.  
R.S.G.M.

**SCHEDULE C  
HIRED EMPLOYEES**

*[Information relating to employees redacted]*

**SCHEDULE D**  
**KEMESS PROJECT / KEMESS EAST PROJECT**

**Description of Kemess Project:**

1. Kemess South Project

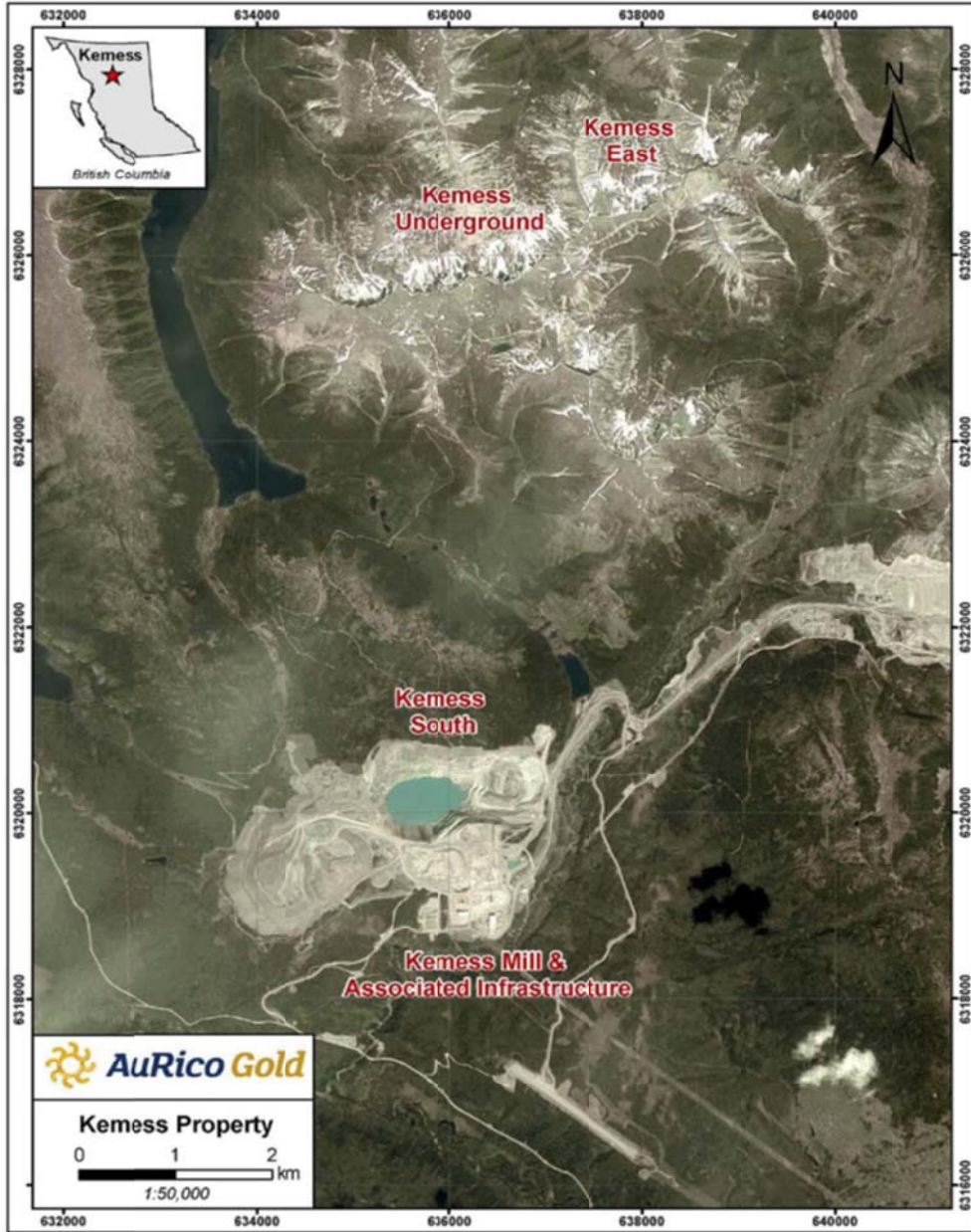
The Kemess South Project is a past-producing mine in north-central British Columbia, which is currently on care and maintenance. Existing infrastructure and mill facilities, including a previously permitted area for tailings storage in the Kemess South open pit are currently part of the Kemess South Project, and are planned to be used for the Kemess Underground Project.

2. Kemess Underground Project

The Kemess Underground Project is located approximately 5.5 km north of the past producing Kemess South Project and is planned as an underground, block cave mine.

3. Kemess East Project

The Kemess East Project is located one kilometre east of the Kemess Underground deposit and 6.5 kilometres north of the Kemess mill facility (see picture below) and is the subject of the January 21, 2015 AuRico press release announcing an initial resource there. The Kemess East Project is located on Mineral Claim No. 241960. For greater certainty, the Kemess East Project does not include the Kemess Underground deposit.



The Kemess Project includes the following:

1. Mineral Claims and Leases

| Title Number | Claim Name   | Title Type | Title Sub Type | Map Number | Issue Date  | Good To Date | Status | Area (ha) |
|--------------|--------------|------------|----------------|------------|-------------|--------------|--------|-----------|
| 241014       | SEM #1       | Mineral    | Claim          | 094E007    | 1989/jul/18 | 2025/dec/14  | GOOD   | 400.0     |
| 241959       | NEK 3        | Mineral    | Claim          | 094E007    | 1990/may/03 | 2025/dec/14  | GOOD   | 500.0     |
| 241960       | NEW KEMESS 3 | Mineral    | Claim          | 094E007    | 1990/may/03 | 2025/dec/14  | GOOD   | 375.0     |
| 242573       | DU 2         | Mineral    | Claim          | 094E007    | 1990/aug/02 | 2025/dec/14  | GOOD   | 500.0     |
| 242574       | NEK 4        | Mineral    | Claim          | 094E007    | 1990/aug/01 | 2025/dec/14  | GOOD   | 350.0     |
| 243063       | CAN 1        | Mineral    | Claim          | 094E007    | 1991/feb/02 | 2025/dec/14  | GOOD   | 500.0     |
| 243064       | DUNC 1       | Mineral    | Claim          | 094E007    | 1991/feb/01 | 2025/dec/14  | GOOD   | 100.0     |
| 243065       | DUNC 2       | Mineral    | Claim          | 094E007    | 1991/feb/01 | 2025/dec/14  | GOOD   | 100.0     |
| 243066       | DUNC 3       | Mineral    | Claim          | 094E007    | 1991/feb/01 | 2025/dec/14  | GOOD   | 150.0     |
| 243067       | CREEK        | Mineral    | Claim          | 094E007    | 1991/feb/02 | 2025/dec/14  | GOOD   | 300.0     |
| 243440       | ALISON 1     | Mineral    | Claim          | 094E007    | 1991/may/14 | 2025/dec/14  | GOOD   | 500.0     |
| 304706       | GOZ 1        | Mineral    | Claim          | 094E007    | 1991/sep/21 | 2025/dec/14  | GOOD   | 25.0      |
| 304707       | GOZ 2        | Mineral    | Claim          | 094E007    | 1991/sep/21 | 2025/dec/14  | GOOD   | 25.0      |
| 310076       | DUN 1        | Mineral    | Claim          | 094E007    | 1992/may/31 | 2025/dec/14  | GOOD   | 225.0     |
| 310077       | DUN 2        | Mineral    | Claim          | 094E007    | 1992/may/31 | 2025/dec/14  | GOOD   | 225.0     |
| 310078       | DUN 3        | Mineral    | Claim          | 094E007    | 1992/may/31 | 2025/dec/14  | GOOD   | 225.0     |
| 354991       |              | Mineral    | Lease          | 094E007    | 1997/sep/15 | 2016/sep/15  | GOOD   | 862.33    |
| 355408       | MILL CREEK 4 | Mineral    | Claim          | 094E007    | 1997/apr/23 | 2025/dec/14  | GOOD   | 25.0      |
| 401957       | UN 1         | Mineral    | Claim          | 094E007    | 2003/apr/29 | 2025/dec/14  | GOOD   | 50.0      |
| 403629       | BEAR 6       | Mineral    | Claim          | 094D097    | 2003/jul/09 | 2025/dec/14  | GOOD   | 500.0     |
| 403631       | BEAR 8       | Mineral    | Claim          | 094D097    | 2003/jul/09 | 2025/dec/14  | GOOD   | 500.0     |
| 403633       | BEAR 12      | Mineral    | Claim          | 094D097    | 2003/jul/09 | 2025/dec/14  | GOOD   | 500.0     |
| 403635       | BEAR 16      | Mineral    | Claim          | 094D097    | 2003/jul/09 | 2025/dec/14  | GOOD   | 375.0     |
| 405949       | LAT 1        | Mineral    | Claim          | 094E007    | 2003/oct/05 | 2025/dec/14  | GOOD   | 25.0      |

| Title Number | Claim Name | Title Type | Title Sub Type | Map Number | Issue Date  | Good To Date | Status | Area (ha) |
|--------------|------------|------------|----------------|------------|-------------|--------------|--------|-----------|
| 410732       |            | Mineral    | Lease          | 094E007    | 2004/sep/29 | 2016/sep/29  | GOOD   | 950.0     |
| 410741       |            | Mineral    | Lease          | 094E007    | 2004/sep/29 | 2016/sep/29  | GOOD   | 106.0     |
| 414229       | DUNC 4     | Mineral    | Claim          | 094E007    | 2004/sep/15 | 2025/dec/14  | GOOD   | 25.0      |
| 414230       | DUNC 5     | Mineral    | Claim          | 094E007    | 2004/sep/15 | 2025/dec/14  | GOOD   | 25.0      |
| 414231       | UN 2       | Mineral    | Claim          | 094E007    | 2004/sep/16 | 2025/dec/14  | GOOD   | 25.0      |
| 414232       | UN 3       | Mineral    | Claim          | 094E007    | 2004/sep/16 | 2025/dec/14  | GOOD   | 25.0      |
| 506817       | TLK 1      | Mineral    | Claim          | 094D       | 2005/feb/11 | 2025/dec/14  | GOOD   | 423.346   |
| 506822       | TLK 2      | Mineral    | Claim          | 094D       | 2005/feb/11 | 2025/dec/14  | GOOD   | 423.244   |
| 506824       | TLK 3      | Mineral    | Claim          | 094D       | 2005/feb/11 | 2025/dec/14  | GOOD   | 387.724   |
| 506825       | TLK 4      | Mineral    | Claim          | 094E       | 2005/feb/11 | 2025/dec/14  | GOOD   | 281.83    |
| 515677       |            | Mineral    | Claim          | 094E       | 2005/jun/30 | 2025/dec/14  | GOOD   | 1108.035  |
| 515678       |            | Mineral    | Claim          | 094E       | 2005/jun/30 | 2025/dec/14  | GOOD   | 1443.31   |
| 515683       |            | Mineral    | Claim          | 094E       | 2005/jun/30 | 2025/dec/11  | GOOD   | 669.335   |
| 515686       |            | Mineral    | Claim          | 094D       | 2005/jun/30 | 2025/dec/14  | GOOD   | 1427.856  |
| 515693       |            | Mineral    | Claim          | 094D       | 2005/jun/30 | 2025/dec/14  | GOOD   | 1534.1    |
| 515694       |            | Mineral    | Claim          | 094E       | 2005/jun/30 | 2025/dec/14  | GOOD   | 1353.164  |
| 516786       |            | Mineral    | Claim          | 094E       | 2005/jul/11 | 2025/dec/14  | GOOD   | 1391.637  |
| 516814       |            | Mineral    | Claim          | 094D       | 2005/jul/11 | 2025/dec/14  | GOOD   | 863.906   |
| 516817       |            | Mineral    | Claim          | 094D       | 2005/jul/11 | 2025/dec/14  | GOOD   | 440.555   |
| 516848       |            | Mineral    | Claim          | 094E       | 2005/jul/11 | 2025/dec/14  | GOOD   | 105.661   |
| 516854       |            | Mineral    | Claim          | 094E       | 2005/jul/11 | 2025/dec/14  | GOOD   | 1197.161  |
| 516860       |            | Mineral    | Claim          | 094D       | 2005/jul/11 | 2025/dec/14  | GOOD   | 1075.379  |
| 524240       |            | Mineral    | Lease          | 094E       | 2005/dec/22 | 2016/dec/22  | GOOD   | 1565.0    |
| 543635       |            | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 897.5519  |
| 543638       |            | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 861.6243  |
| 543646       |            | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 439.5708  |
| 543648       |            | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 105.5009  |
| 543654       |            | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 175.891   |

| Title Number | Claim Name     | Title Type | Title Sub Type | Map Number | Issue Date  | Good To Date | Status | Area (ha) |
|--------------|----------------|------------|----------------|------------|-------------|--------------|--------|-----------|
| 543659       |                | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 421.784   |
| 543660       |                | Mineral    | Claim          | 094E       | 2006/oct/19 | 2025/dec/14  | GOOD   | 351.4827  |
| 544419       |                | Mineral    | Claim          | 094E       | 2006/oct/25 | 2025/dec/14  | GOOD   | 70.3507   |
| 571954       |                | Mineral    | Claim          | 094D       | 2007/dec/14 | 2025/dec/14  | GOOD   | 1340.8477 |
| 571956       |                | Mineral    | Claim          | 094D       | 2007/dec/14 | 2025/dec/14  | GOOD   | 988.4348  |
| 571957       |                | Mineral    | Claim          | 094D       | 2007/dec/14 | 2025/dec/14  | GOOD   | 988.868   |
| 571958       |                | Mineral    | Claim          | 094D       | 2007/dec/14 | 2025/dec/14  | GOOD   | 847.3708  |
| 571959       |                | Mineral    | Claim          | 094D       | 2007/dec/14 | 2025/dec/14  | GOOD   | 830.261   |
| 853372       | KEMESS CREEK 1 | Mineral    | Claim          | 094D       | 2011/may/03 | 2025/dec/14  | GOOD   | 264.3146  |
| 1024943      | CAIRNX         | Mineral    | Claim          | 094E       | 2014/jan/09 | 2026/jan/09  | GOOD   | 17.5956   |

2. Real Property

PID: 027-795-942

Legal Description: Lot 2, Plan BCP39719, District Lot 12478, Cariboo Land District, & DL 12479

3. Books and Records

The books and records relating to the Kemess Project, including the books and records located on the Kemess Project mineral claims and real property and the books and records located in the Vancouver office of AuRico (Suite 401 - 409 Granville Street, Vancouver BC V6C 1T2).

4. Office

The office supplies, equipment, furniture and contents located in the Vancouver office.

5. Inventory

All inventory relating to the Kemess Project, including without limitation, LOM Insurance Spare, Capital Spares - Life of asset depreciated upon issue, and Capital Spares-SAG Mill Deferred Net.

6. Kemess Project Infrastructure, Machinery, Equipment, Vehicles, Etc.

The infrastructure, buildings, machinery, equipment, vehicles, tools and other tangibles and personal property (and any manufacturer's warranties relating thereto) that is located on the Kemess mineral claims or real property, including but not limited to:



| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION            | ASSET #         | DESCRIPTION   | MANUFACTURER | MODEL             | SERIAL<br>NUMBER |
|---------------------------------|---------------------|-----------------|---|--------------|-------------------|------------------|
| 1                               | CRUSHER<br>BUILDING | 22-0-10-<br>001 | GYRATORY CRUSHER, 60" X 89", 60" FEED OPENING, 89" BOTTOM DIAMETER, DOUBLE SIDED DUMP POCKET, 3290 TONS PER HOUR CAPACITY, TECO MOTOR, 800 HP, 585 RPM, 4160 V, 3 PH, TOSHIBA MOTOR, 800 HP, 1800 RPM, 4160 V, 3 PH, CRUSHER HYDRAULIC ROCK BREAKER, HYDRAULIC UNIT, 100 HP | SVEDALA      | SUPERIOR<br>MK-II |                  |
| 2                               | CRUSHER<br>BUILDING | 22-0-18-<br>001 | CRUSHER APRON FEEDER, 8' X 30', 250 HP HYDRAULIC MOTOR  | FMC          |                   |                  |
| 3                               | CRUSHER<br>BUILDING |                 | CRUSHER OVERHEAD CRANE, 100 TONS (50 + 50), 10 TON AUXILIARY HOIST, 10 M SPAN   | KAVERIT      |                   | 3825             |
| 4                               | CRUSHER<br>BUILDING |                 | CRUSHER ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:   |              |                   |                  |
| 5                               | CRUSHER<br>BUILDING |                 | 1 - TRANSFORMER, SQUARE D, 3 MVA, 25 KV/4160 V, #90279-A1, 1997   |              |                   |                  |
| 6                               | CRUSHER<br>BUILDING |                 | 1 - TRANSFORMER, SQUARE D, 1 MVA, 4160/600, INDOOR, CAT # 55-10114925   |              |                   |                  |
| 7                               | CRUSHER<br>BUILDING |                 | 1 - MAIN INCOMING DISCONNECT, GEC ALSTHOM FUSED, 600 A, 4160 V, 3 PH  |              |                   |                  |
| 8                               | CRUSHER<br>BUILDING |                 | 3 - TOSHIBA MOTOR FEED BREAKERS COMPLETE WITH CELLS, TOSHIBA, DV41-5M-10, 4160 V, 3 PH  |              |                   |                  |
| 9                               | CRUSHER<br>BUILDING |                 | 1 - MCC (MOTOR CONTROL CENTER), CUTLER HAMMER, ADVANTAGE, 6 SECTIONS, 1200 A, 600 V, 3 PH   |              |                   |                  |
| 10                              | CRUSHER<br>BUILDING |                 | 1 - AIR COMPRESSOR, ATLAS COPCO, MODEL GA45, 1996, 50 HP, WITH XEBEC AUTODEW 40 HD REGENERATIVE DRYER, AND CRUSHER HOUSE SERVICE PIPING   |              |                   |                  |
| 11                              | CRUSHER<br>BUILDING |                 | 1 - CRUSHER BOWL AND DISCHARGE LEVEL ROLL-IN SERVICE FLOOR AND BRIDGE CRANE RUNWAY SYSTEM, 1996, 15' X 15' SERVICE FLOOR  |              |                   |                  |
| 12                              | CRUSHER<br>BUILDING |                 | CRUSHER ELECTRICAL DISTRIBUTION INSTALLATION, 1996, INCLUDING:<br>1 - ELECTRICAL BUILDING, BRYTEX, 1996, 12' X 24'  |              |                   |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION                         | ASSET #                         | DESCRIPTION  | MANUFACTURER | MODEL             | SERIAL<br>NUMBER |
|---------------------------------|----------------------------------|---------------------------------|--|--------------|-------------------|------------------|
| 13                              | CRUSHER<br>BUILDING<br>(OUTSIDE) | 22-0-41-<br>001                 | STOCKPILE FEED BELT CONVEYOR (#1), 60" X 230M, 3000 TONS PER HOUR, 800 HP MOTOR, BELL SCALE, METAL DETECTOR, STEEL TRUSS STRUCTURE, STEEL SUPPORTS | FMC          |                   |                  |
| 14                              | RECLAIM<br>TUNNEL                | 23-2-18-<br>00[2,3,4,6,<br>7,8] | RECLAIM APRON FEEDERS, 72" X 20', STEEL ALLOY PANS, 75 HP HYDRAULIC MOTOR, EACH WITH 2 TON HOIST   | FMC          |                   |                  |
| 15                              | RECLAIM<br>TUNNEL<br>(OUTSIDE)   | 23-2-41-<br>004                 | MILL FEED CONVEYORS (#4, #5), 60" X 186.3 M, 1500 TONS PER HOUR, 150 HP MOTOR, BELT SCALE/WEIGHTOMETER   | FMC          |                   |                  |
| 16                              | RECLAIM<br>TUNNEL<br>(OUTSIDE)   |                                 | SAG MILL BALL FEED LIVE BOTTOM HOPPER NOS. 1 AND 2 SAG MILL METERING FEEDERS, 2 HP   |              |                   |                  |
| 17                              | MILL<br>BUILDING                 |                                 | SAG MILL OVERHEAD DOUBLE BEAM CRANE, 50 TON/10 TON, 118' SPAN  |              |                   | 3441             |
| 18                              | MILL<br>BUILDING                 | 24-2-10-<br>008                 | SAG MILLS (A AND B), 34' D X 15' 3" L, EACH WITH 2 - 6000 HP MOTORS, EACH INCLUDING:   | SVEDALA      |                   | 39567,<br>39568  |
| 19                              | MILL<br>BUILDING                 |                                 | 1 - PEBBLE RECYCLE WEIGHTOMETER  |              |                   |                  |
| 20                              | MILL<br>BUILDING                 |                                 | 1 - BELT MAGNETS   |              |                   |                  |
| 21                              | MILL<br>BUILDING                 |                                 | SCREEN DISCHARGE CONVEYORS #6, #9, 36", 467 TONS PER HOUR, 15 HP   |              |                   |                  |
| 22                              | MILL<br>BUILDING                 |                                 | PEBBLE HIGH ANGLE CONVEYORS #7, #10, 36", 467 TONS PER HOUR, 60 HP   |              |                   |                  |
| 23                              | MILL<br>BUILDING                 |                                 | PEBBLE TRANSFER CONVEYORS #8, #11, 36", 467 TONS PER HOUR, 15 HP   |              |                   |                  |
| 24                              | MILL<br>BUILDING                 | 24-2-11-<br>001                 | SAG MILL DISCHARGE VIBRATING SCREEN A, 8' X 24', 50 HP MOTOR   | DEISTER      |                   | 26A459           |
| 26                              | MILL<br>BUILDING                 | 24-2-11-<br>002                 | SAG MILL DISCHARGE VIBRATING SCREEN B, 8' X 24', 20 HP MOTOR   | SVEDALA      |                   |                  |
| 27                              | MILL<br>BUILDING                 |                                 | CYCLOPAC A AND B FEED PUMP BOXES, 2.4 M X 8.5 M X 5.25 M   |              |                   |                  |
| 28                              | MILL<br>BUILDING                 | 24-2-63-<br>006                 | CYCLONE FEED PUMPS, 20" X 24", 1500 HP MOTOR   | GIW          |                   |                  |
| 29                              | MILL<br>BUILDING                 | 24-2-22-<br>001                 | BALL MILL CYCLONES, 26"  | KREBS        | DF6BB-12-<br>1769 | 58971-<br>58994  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET #         | DESCRIPTION  | MANUFACTURER | MODEL     | SERIAL<br>NUMBER |
|---------------------------------|------------------|-----------------|--|--------------|-----------|------------------|
| 30                              | MILL<br>BUILDING |                 | BALL MILL OVERHEAD DOUBLE BEAM CRANE, 50 TON/10<br>TON, 118' SPAN  | P&H          |           | 3442             |
| 31                              | MILL<br>BUILDING |                 | BALL MILL , 22" X 36'-6" L, WITH 2 - 6000 HP MOTORS,<br>FLOTATION DISTRIBUTOR  | SVEDALA      |           | 39570,<br>39571  |
| 32                              | MILL<br>BUILDING | 24-2-27-<br>002 | LINER HANDLER, 8-AXIS MILL RELINING MACHINE, 8000 LBS<br>RATED CAPACITY  | RME          |           | KEM04MR<br>M80   |
| 34                              | MILL<br>BUILDING | 24-3-12-<br>401 | ROUGHER FLOTATION CELLS CIRCUITS, EACH WITH 8 -<br>CELLS @ 127 M3 EACH (4500 FT3), AGITATOR 200 HP MOTOR   | WEMCO        |           |                  |
| 35                              | MILL<br>BUILDING | 44-PFC-<br>601  | ROUGHER FLOTATION CELLS CIRCUITS, EACH WITH 8 -<br>CELLS @ 127 M3 EACH (4500 FT3), 6.8 M DIAMETER X 5.1 M,<br>FREE FLOW ROTOR, AGITATOR 200 HP MOTOR | OUTOKUMPU    | OK-160-TC |                  |
| 36                              | MILL<br>BUILDING |                 | FLOTATION BULK CLEANER FEED SPLITTERS  |              |           |                  |
| 37                              | MILL<br>BUILDING |                 | FLOTATION OVERHEAD CRANES, 20/2 TONS, 80' SPAN   | KAVERIT      |           | 3444             |
| 38                              | MILL<br>BUILDING | 24-3-63-<br>020 | REGRIND FEED PUMPS (A AND B), SIZE 16 X 14 X 34, 200 HP<br>MOTOR   | ITT          | SRL-C     |                  |
| 39                              | MILL<br>BUILDING | 24-3-63-<br>021 | BULK CLEANER FEED PUMPS (A AND B), 25 HP MOTOR   |              |           |                  |
| 40                              | MILL<br>BUILDING |                 | REGRIND CYCLOPAC FEED PUMP BOX, 2.9 M X 4.55 M X 4.42<br>M   |              |           |                  |
| 41                              | MILL<br>BUILDING | 24-2-63-<br>074 | REGRIND CYCLONE FEED PUMPS (#1, #2), 16" X 14", 350 HP<br>MOTOR  | FLUIDRIVE    |           |                  |
| 42                              | MILL<br>BUILDING | 24-2-22-<br>009 | REGRIND CYCLONES, 15"  | KREBS        | M1504-KGP |                  |
| 44                              | MILL<br>BUILDING | 24-2-10-<br>030 | REGRIND BALL MILL, 16.5' D X 35.5' L, 1 - 6000 HP MOTOR  | SVEDALA      |           | 39573            |
| 45                              | MILL<br>BUILDING | 24-3-63-<br>076 | CLEANER FEED PUMP #1, SIZE 14 X 12 X 29, 150 HP MOTOR  | ITT          | SRL-C     |                  |
| 46                              | MILL<br>BUILDING | 24-3-63-<br>077 | CLEANER FEED PUMP #2, SIZE 16 X 14 X 34, 250 HP MOTOR  | ITT          | SRL-C     |                  |
| 47                              | MILL<br>BUILDING | 24-3-12-<br>101 | A&B 1ST CLEANER FLOT CELLS CIRCUIT ROWS, EACH WITH<br>8 - CELLS @ 17 M3 EACH   | DENVER       |           |                  |
| 48                              | MILL<br>BUILDING | 24-3-12-<br>103 | C 1ST CLEANER FLOT CELLS, 8 - CELLS @ 17 M3 EACH   | DENVER       |           |                  |
| 49                              | MILL<br>BUILDING |                 | COLUMN CELLS (#1, #2), 104 M3, 3.4M D X 12.2M H  |              |           |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET #             | DESCRIPTION  | MANUFACTURER           | MODEL    | SERIAL<br>NUMBER |
|---------------------------------|------------------|---------------------|--|------------------------|----------|------------------|
| 50                              | MILL<br>BUILDING | 24-3-12-<br>064-TP1 | COLUMN TAILINGS PUMPS (#1, #2), SIZE 10 X 8 X 21, 25 HP<br>MOTOR   | ITT                    | SRL-C    |                  |
| 51                              | MILL<br>BUILDING |                     | 1 - THICKENER OVERFLOW WATER TANK, 1996, 8' DIA. X 16'<br>H, 25 HP, WITH 2 - PUMPS, SRL                                    |                        |          |                  |
| 52                              | MILL<br>BUILDING | 24-4-63-<br>090     | THICKENER FEED PUMPS (#1, #2), SIZE 10 X 8 X 21, 25 HP<br>MOTOR  | ITT                    | SRL-C    |                  |
| 53                              | MILL<br>BUILDING | 24-3-12-<br>104     | COLUMN SCAV FLOT CELLS CIRCUIT ROWS, 12 - CELLS @ 2.8<br>M3 EACH   | DENVER                 |          |                  |
| 54                              | MILL<br>BUILDING |                     | CLEANER SCAVENGER FLOTATION CELLS, 130 M3  |                        |          |                  |
| 55                              | MILL<br>BUILDING | 24-4-26-<br>902     | CONCENTRATE THICKENER, 18.3M D, STEEL, 2 - BOTTOM<br>SCRAPING RAKE ARMS  | WESTECH                | 18471A   |                  |
| 56                              | MILL<br>BUILDING | 24-4-63-<br>984     | THICKENER U/F PUMPS (#1, #2), VFD 20 HP MOTOR  | WEMCO                  | RPP100FM |                  |
| 57                              | MILL<br>BUILDING | 24-4-26-<br>001     | CLARIFIER, 10.6M D, STEEL  | DUFF-NORTON<br>MACHINE |          |                  |
| 58                              | MILL<br>BUILDING | 24-3-63-<br>052     | CLEANER SCAVENGER PUMPS (#1, #2), SIZE 8 X 6 X 18, 20 HP<br>MOTOR  | ITT                    | SRL-C    |                  |
| 59                              | MILL<br>BUILDING | 24-4-82-<br>034     | CONCENTRATE STOCK TANKS (#1, #2), 4.88M D X 4.8M H,<br>AGITATOR  |                        |          |                  |
| 60                              | MILL<br>BUILDING | 24-4-63-<br>082     | CONCENTRATE FILTER PUMPS, 6" X 6", 75 HP MOTOR   |                        |          |                  |
| 61                              | MILL<br>BUILDING | 24-4-26-<br>002     | CONCENTRATE FILTER PRESSES (A, B), 135 M2, 50 PLATES,<br>5.5' X 5.5', 60 HP MOTOR  | EIMCO                  |          |                  |
| 62                              |                  |                     | 1 - FILTER PRESS AND PLATE MAINTENANCE SHOP,<br>INCLUDING WORK DECK AREA TOOLS, FIXTURES, AND<br>OTHER RELATED ITEMS, 1996 |                        |          |                  |
| 63                              | MILL<br>BUILDING |                     | CORE BLOW TANKS 1 AND 2, 1.66 M DIAMETER X 1.95 M  |                        |          |                  |
| 64                              | MILL<br>BUILDING |                     | CONCENTRATE RECLAIM RECEIVING TANK, 2.54 M<br>DIAMETER X 4.03 M, 2 - PUMPS, 5 HP MOTOR                                     |                        |          |                  |
| 65                              | MILL<br>BUILDING | 24-6-41-<br>016     | CONCENTRATE CONVEYORS (#15, #16), 72" W, 1600 TONS PER<br>HOUR, 15 HP MOTOR  |                        |          |                  |
| 66                              | MILL<br>BUILDING | 24-6-41-<br>020     | BELT CONVEYOR (#14), 36" W, 483 TONS PER HOUR, 40 HP<br>MOTOR, BELT SCALE  |                        |          |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET #         | DESCRIPTION  | MANUFACTURER | MODEL     | SERIAL<br>NUMBER |
|---------------------------------|------------------|-----------------|--|--------------|-----------|------------------|
| 67                              | MILL<br>BUILDING | 53-1-65-<br>021 | PROCESS WATER PUMPS (#1, #2, #3), SIZE 16 X 14 X 22 PS+, 350<br>HP MOTOR   | ITT          |           |                  |
| 68                              | MILL<br>BUILDING | 44-P-105        | PROCESS WATER PUMP, 125 HP MOTOR   | METSO        | MM350 FFP |                  |
| 69                              | MILL<br>BUILDING | 44-P-106A       | GLAND WATER PUMPS (A, B), CENTRIFUGAL 3", 20 HP<br>MOTOR   | GRUNDFOS     | CR45-3-2  |                  |
| 70                              | MILL<br>BUILDING |                 | 1 - RIVER WATER BACKUP TANK, 1996, 24' DIA. X 30' H, WITH<br>2 - PUMPS, GOULDS, 10" X 8" - 21", 200 HP, AND 2 - JOCKEY<br>PUMPS 4" X 3" - 9", 20 HP, PIPING AND OTHER RELATED<br>ITEMS |              |           |                  |
| 71                              | MILL<br>BUILDING |                 | 2 - CLOTH CLEANER WATER PUMPS, ITT- ALLIS CHALMERS,<br>1996, 10" X 8" - 18", 100 HP  |              |           |                  |
| 72                              | MILL<br>BUILDING |                 | REAGENT HANDLING INSTALLATION INCLUDING:   |              |           |                  |
| 73                              | MILL<br>BUILDING |                 | 2 - A350 MIX TANKS, STEEL, 4 M DIAMETER X 8 M  |              |           |                  |
| 74                              | MILL<br>BUILDING |                 | 1 - A350 STOCK TANK, STEEL, 4 M DIAMETER X 8 M   |              |           |                  |
| 75                              | MILL<br>BUILDING |                 | 1 - R3477 BULK STORAGE TANK, 4.5 M DIAMETER X 4.8 M  |              |           |                  |
| 76                              | MILL<br>BUILDING |                 | 1 - R3477 MIX TANK, 3.04 M DIAMETER X 3.34 M   |              |           |                  |
| 77                              | MILL<br>BUILDING |                 | 1 - LIME SILO, STANCO PROJECTS LTD., 300 TONS, 18.5'<br>DIAMETER X 81' HIGH, 312 METRIC TONS   |              |           |                  |
| 78                              | MILL<br>BUILDING |                 | 1 - LIME BIN VOLUMETRIC DISCHARGE SCREW FEEDER<br>CONVEYOR   |              |           |                  |
| 79                              | MILL<br>BUILDING |                 | 1 - STANCO LIME PASTE SLAKER, 4000 POUNDS PER HOUR,<br>MODEL 7004  |              |           |                  |
| 80                              | MILL<br>BUILDING |                 | 1 - LIME STOCK TANK, 5.49 M DIAMETER BY 3.66 M,<br>AGITATOR  |              |           |                  |
| 81                              | MILL<br>BUILDING |                 | 1 - ANIONIC FLOCCULENT HOPPER SCREW FEEDER,<br>BLOWER, MIXED TANK, AGITATOR, STORAGE TANK  |              |           |                  |
| 82                              | MILL<br>BUILDING |                 | 1 - MIBC BULK STORAGE TANK, 4.5 M DIAMETER X 4.8 M   |              |           |                  |
| 83                              | MILL<br>BUILDING |                 | ASSAY LAB INCLUDING FURNACES, ANALYSIS SYSTEMS,<br>SPECTROMETERS, MICROBALANCES, CYCLOSIZERS, OVENS,<br>CRUSHERS, DUST COLLECTORS  |              |           |                  |

| <b>ORDER<br/>(FROM PPE<br/>SCHEDULE)</b> | <b>LOCATION</b> | <b>ASSET #</b> | <b>DESCRIPTION</b>   | <b>MANUFACTURER</b> | <b>MODEL</b> | <b>SERIAL<br/>NUMBER</b> |
|--|-----------------|----------------|--|---------------------|--------------|--------------------------|
| 84                                       | MILL BUILDING   |                | LOT OF SAMPLING SYSTEM ANALYZERS AND NUCLEAR GAUGES  |                     |              |                          |
| 85                                       | MILL BUILDING   |                | MILL MED. VOLT SWITCH RM ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:   |                     |              |                          |
| 86                                       | MILL BUILDING   |                | 12 - TOSHIBA BREAKERS , MODEL # DV-41DM-10, 4160 V, 400 AMP, 3 PH, COMPLETE WITH CELLS, MVS VACUUM DRAW-OUT                                    |                     |              |                          |
| 87                                       | MILL BUILDING   |                | 7 - CUTLER HAMMER BREAKERS VCP-W, TYPE 50VCP-W350, 4.76 KV, 2000 AMP, 3 PH, COMPLETE WITH CELLS, VACUUM DRAW-OUT                               |                     |              |                          |
| 88                                       | MILL BUILDING   |                | 9 - CUTLER HAMMER BREAKERS VCP-W, TYPE 50VCP-W350, 4.76 KV, 1200 AMP, 3 PH, COMPLETE WITH CELLS, VACUUM DRAW-OUT                               |                     |              |                          |
| 89                                       | MILL BUILDING   |                | 4 - GE QUADRAMATIC TWIN SYNCHRONOUS MOTOR DRIVES FOR DUAL PINION MILL DRIVE SYSTEM 6000 HP PLUS EXCITERS, COMPLETE WITH TRANSFORMERS AND CELLS |                     |              |                          |
| 90                                       | MILL BUILDING   |                | MILL PDC ROOM ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:  |                     |              |                          |
| 91                                       | MILL BUILDING   |                | 1 - SIEMENS POWER DISTRIBUTION CENTER, 600 V SWITCHGEAR, TYPE R  |                     |              |                          |
| 92                                       | MILL BUILDING   |                | 4 - SIEMENS AIR CIRCUIT BREAKERS, TYPE RL, 4000 A, 600 V, AIR, COMPLETE WITH CELLS, METERING AND SHUNT TRIP COILS                              |                     |              |                          |
| 93                                       | MILL BUILDING   |                | 16 - SIEMENS AIR CIRCUIT BREAKERS, TYPE RL, 2000A, 600 V, AIR, COMPLETE WITH CELLS, METERING AND SHUNT TRIP COILS                              |                     |              |                          |
| 94                                       | MILL BUILDING   |                | 4 - GROUND FAULT ALARM/TRIP UNITS, TYPE DSP-MKLL   |                     |              |                          |
| 95                                       | MILL BUILDING   |                | MAIN MILL MISC. ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:  |                     |              |                          |
| 96                                       | MILL BUILDING   |                | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 12 - VERTICAL SECTIONS               |                     |              |                          |
| 97                                       | MILL BUILDING   |                | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 13 - VERTICAL SECTIONS               |                     |              |                          |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET # | DESCRIPTION  | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|------------------|---------|--|--------------|-------|------------------|
| 98                              | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 12 - VERTICAL SECTIONS |              |       |                  |
| 99                              | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 8 - VERTICAL SECTIONS  |              |       |                  |
| 100                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 11 - VERTICAL SECTIONS |              |       |                  |
| 101                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 13 - VERTICAL SECTIONS |              |       |                  |
| 102                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 12 - VERTICAL SECTIONS |              |       |                  |
| 103                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 11 - VERTICAL SECTIONS |              |       |                  |
| 104                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 11 - VERTICAL SECTIONS |              |       |                  |
| 105                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 12 - VERTICAL SECTIONS |              |       |                  |
| 106                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 10 - VERTICAL SECTIONS |              |       |                  |
| 107                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 7 - VERTICAL SECTIONS  |              |       |                  |
| 108                             | MILL<br>BUILDING |         | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 12 - VERTICAL SECTIONS |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET #     | DESCRIPTION  | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|------------------|-------------|--|--------------|-------|------------------|
| 109                             | MILL<br>BUILDING |             | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 6 - VERTICAL SECTIONS  |              |       |                  |
| 110                             | MILL<br>BUILDING |             | 2 - TOSHIBA VFD, TOSHIBA VFD H7, 600 V, 3 PH, 250 HP   |              |       |                  |
| 111                             | MILL<br>BUILDING |             | FILTERS ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:  |              |       |                  |
| 112                             | MILL<br>BUILDING |             | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 12 - VERTICAL SECTIONS   |              |       |                  |
| 113                             | MILL<br>BUILDING |             | 1 - CUTLER HAMMER WESTINGHOUSE ADVANTAGE MOTOR CONTROL CENTER, 3 PHASE, 600 V, HORIZONTAL BUSS 1600 AMPS, 5 - VERTICAL SECTIONS  |              |       |                  |
| 114                             | MILL<br>BUILDING |             | 4 - FLOTATION CIRCUIT BULK CLEANER FEED PUMPS, VARIABLE FREQUENCY DRIVES, WITH 4 - FILTER FEED PUMP VARIABLE FREQUENCY DRIVES, 7 - CLEANER AND THICKENER UNDERFLOW PUMPS VARIABLE FREQUENCY DRIVE PANELS |              |       |                  |
| 115                             | MILL<br>BUILDING |             | CABLES, CONDUIT, CONNECTORS  |              |       |                  |
| 116                             | MILL<br>BUILDING | 24-1-61-019 | GRINDING AIR COMPRESSOR, 75 HP MOTOR   | ATLAS COPCO  | GA55  |                  |
| 117                             | MILL<br>BUILDING |             | 1 - PRIMARY CLEANER FLOTATION BLOWER, SPENCER, 1996, 72" DIA. X 110" BLOWER BODY, 200 HP   |              |       |                  |
| 118                             | MILL<br>BUILDING |             | 3 - GRINDING AREA SUMP PUMPS, 2 INSTALLED, 1 SPARE IN MAINTENANCE STAND, GALLAGHER, 1996, 6" DISCHARGE, 50 HP  |              |       |                  |
| 119                             | MILL<br>BUILDING | 24-1-61-006 | MILL AIR COMPRESSORS (#1, #2, #3), 300 HP MOTOR  | ATLAS COPCO  | GA250 |                  |
| 120                             | MILL<br>BUILDING | 24-1-61-020 | COLUMN FLOTATION AIR COMPRESSOR, 200 HP MOTOR  | ATLAS COPCO  | GA250 |                  |
| 121                             | MILL<br>BUILDING | 24-3-62-004 | FLOTATION BLOWERS (#4, #5), 600 HP MOTOR   | SPENCER      |       |                  |
| 122                             | MILL<br>BUILDING |             | 2 - FLOTATION AREA SUMP PUMPS, GALLAGHER, 1996, 8" DISCHARGE, 75 HP  |              |       |                  |
| 123                             | MILL<br>BUILDING |             | 1 - FLOTATION AREA SUMP PUMP, GALLAGHER, 1996, 4" DISCHARGE, 25 HP   |              |       |                  |



| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION                      | ASSET # | DESCRIPTION  | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|-------------------------------|---------|--|--------------|-------|------------------|
| 124                             | MILL<br>BUILDING              |         | 5 - SUMP PUMPS AT END OF FLOTATION AREA, DENVER SALA, 1996, 4" DISCHARGE, 10 HP, HIGH STEM                     |              |       |                  |
| 125                             | MILL<br>BUILDING              |         | 1 - INSTRUMENT SHOP SPACE, 1996, 16' X 120' PLANT FLOOR BUILDING WITH TOOLS                                    |              |       |                  |
| 126                             | MILL<br>BUILDING              |         | 1 - MOTOR TRUCK SCALE FOR CONCENTRATE SHED, PACIFIC INDUSTRIAL SCALE CO, 1996, 10' X 80' DECK, 50 TONS         |              |       |                  |
| 127                             | MILL<br>BUILDING              |         | 7 - POWER PRODUCTS, HAMPTON, 600 V, 75 HP VFD PANELS, AA137+AA155  |              |       |                  |
| 128                             | MILL<br>BUILDING              |         | 22 - DISTRIBUTED CONTROL PANELS, INPUT OUTPUT PANELS, CONTROL HOSTING PANELS, AND OTHER RELATED ITEMS, FOXBORO |              |       |                  |
| 129                             | MILL<br>BUILDING              |         | LOT OF PIPING THROUGHOUT   |              |       |                  |
| 130                             | MILL<br>BUILDING<br>(OUTSIDE) |         | PROCESS WATER TANK, 50' DIAMETER X 35', 2 - PUMPS, 100 HP MOTOR  |              |       |                  |
| 131                             | MILL<br>BUILDING<br>(OUTSIDE) |         | FRESH/FIRE WATER TANK, 11 M DIAMETER X 8 M, FIRE PUMP ELECTRIC, 125 HP, 2500 GPM, FIRE PUMP DIESEL, 1500 GPM   |              |       |                  |
| 132                             | MILL<br>BUILDING<br>(OUTSIDE) |         | POTABLE WATER TANK, 5 M DIAMETER X 4.6 M, 2 - PUMPS, MOTOR 40 HP   |              |       |                  |
| 133                             | MILL<br>BUILDING<br>(OUTSIDE) |         | MILL TRANSFORMER VAULT ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:   |              |       |                  |
| 134                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, FERRANTI-PACKARD, 12 MVA, 25 KV/4160 V, #CM18323-10106, 1997, 3 PH                            |              |       |                  |
| 135                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, FERRANTI-PACKARD, 12 MVA, 25 KV/4160 V, #CM18323-10106, 1997, 3 PH                            |              |       |                  |
| 136                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, FERRANTI-PACKARD, 12 MVA, 25 KV/4160 V, #CM18323-10104, 1997, 3 PH                            |              |       |                  |
| 137                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, FERRANTI-PACKARD, 12 MVA, 25 KV/4160 V, #CM18323-10103, 1997, 3 PH                            |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION                      | ASSET # | DESCRIPTION  | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|-------------------------------|---------|--|--------------|-------|------------------|
| 138                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, FERRANTI-PACKARD, 12 MVA, 25 KV/4160 V, #CM18323-10102, 1997, 3 PH  |              |       |                  |
| 139                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, FERRANTI-PACKARD, 12 MVA, 25 KV/4160 V, #CM18323-10101, 1997, 3 PH  |              |       |                  |
| 140                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, ABB, 4 MVA, 25 KV/600 V, #SEB2265-0002, 1997, 3 PH  |              |       |                  |
| 141                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, ABB, 4 MVA, 25 KV/600 V, #SEB2265-0003, 1997, 3 PH  |              |       |                  |
| 142                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, ABB, 4 MVA, 25 KV/600 V, #SEB2265-0004, 1997, 3 PH  |              |       |                  |
| 143                             | MILL<br>BUILDING<br>(OUTSIDE) |         | 1 - TRANSFORMER, ABB, 4 MVA, 25 KV/600 V, #SEB2265-0005, 1997, 3 PH  |              |       |                  |
| 144                             | MILL MAIN<br>SUBSTATION       |         | MAIN SUBSTATION ELECTRICAL DISTRIBUTION<br>INSTALLATION INCLUDING:   |              |       |                  |
| 145                             | MILL MAIN<br>SUBSTATION       |         | 1 - TRANSFORMER, GE CANADA, 230 KV/25 KV, 90 MVA, OIL, LTC, #288938, 1978  |              |       |                  |
| 146                             | MILL MAIN<br>SUBSTATION       |         | 1 - TRANSFORMER, TAMINI, 230 KV/25 KV, 100 MVA, OIL, LTC, #65384, 2001   |              |       |                  |
| 147                             | MILL MAIN<br>SUBSTATION       |         | 1 - TRANSFORMER, US TRANS WEST, SPARE, 230 KV/25 KV, 30 MVA, OIL, LTC, #16640598, 1998   |              |       |                  |
| 148                             | MILL MAIN<br>SUBSTATION       |         | 1 - TRANSFORMER, STEP-UP, ABB, 25 KV/4160 V, 6MVA, #HBB22660001, 1997  |              |       |                  |
| 149                             | MILL MAIN<br>SUBSTATION       |         | 1 - TRANSFORMER, STATION SERVICE, REX<br>MANUFACTURING, 225 KVA, 25 KV/600/347 V, INDOOR   |              |       |                  |
| 150                             | MILL MAIN<br>SUBSTATION       |         | 1 - MAIN SUB VERTICAL BREAK SWITCH, 230 KV, TYPE TTR8, 1600 AMPS   |              |       |                  |
| 151                             | MILL MAIN<br>SUBSTATION       |         | 2 - MAIN TRANSFORMER CIRCUIT SWITCHERS, S&C CIRCUIT<br>SWITCHER MARK V CENTER BREAK STYLE, 230 KV, 1600<br>AMPS, CAT #657361R1-T |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION                | ASSET # | DESCRIPTION   | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|-------------------------|---------|---|--------------|-------|------------------|
| 152                             | MILL MAIN<br>SUBSTATION |         | 1 - FUSE LOAD BREAK SWITCH, CONCORDIA SPERCHER, 27.5<br>KV, 630 A, FUSIBLE  |              |       |                  |
| 153                             | MILL MAIN<br>SUBSTATION |         | 2 - CIRCUIT BREAKERS, CUTLER HAMMER, VCP-W, TYPE<br>270VCP-W25, 2000 AMPS, VACUUM DRAW-OUT TYPE   |              |       |                  |
| 154                             | MILL MAIN<br>SUBSTATION |         | 15 - CIRCUIT BREAKERS, CUTLER HAMMER, VCP-W, TYPE<br>270VCP-W25, 1200 AMPS, VACUUM DRAW-OUT TYPE  |              |       |                  |
| 155                             | MILL MAIN<br>SUBSTATION |         | 3 - LIGHTNING ARRESTERS, 192 KV   |              |       |                  |
| 156                             | MILL MAIN<br>SUBSTATION |         | 3 - CTV'S, 230 KV   |              |       |                  |
| 157                             | MILL MAIN<br>SUBSTATION |         | 3 - LIGHTNING ARRESTERS, 24.9 KV  |              |       |                  |
| 158                             | MILL MAIN<br>SUBSTATION |         | 2 - MOTOR GANG SWITCHES, 25 KV  |              |       |                  |
| 159                             | MILL MAIN<br>SUBSTATION |         | 1 - SWITCH, WITH GROUND, 230 KV, 1600 AMPS  |              |       |                  |
| 160                             | MILL MAIN<br>SUBSTATION |         | 3 - TRENCH ELECTRIC REACTORS, MODEL 25RX, 15.877<br>OHMS, 1000 AMPS, 47.6 MVAR, 27.5 KV   |              |       |                  |
| 161                             | MILL MAIN<br>SUBSTATION |         | 3 - MIDWEST EMERGENCY GENERATORS, DIESEL, 1.5 MW<br>EACH, 5 KV, DIESEL TANK, 8' DIAMETER X 25'  |              |       |                  |
| 162                             | MILL MAIN<br>SUBSTATION |         | 3 - CIRCUIT BREAKERS, VACUUM DRAW-OUT TYPE, 1200<br>AMPS, 4.16 KV   |              |       |                  |
| 163                             | MILL MAIN<br>SUBSTATION |         | 1 - AIR CIRCUIT BREAKER, 1200 AMPS  |              |       |                  |
| 164                             | MILL MAIN<br>SUBSTATION |         | 1 - CAPACITOR BANK, MODEL CXNT1, 3.9 KV, 2600 KVAR (8 X<br>325 KVAR)  |              |       |                  |
| 165                             | MILL MAIN<br>SUBSTATION |         | INDOOR CONTROL ROOM EQUIPMENT AND SWITCHING<br>CONTROLS, 1996, CONSISTING OF:   |              |       |                  |
| 166                             | MILL MAIN<br>SUBSTATION |         | 21 - BAYS OF 25 KV METAL CLAD SWITCHGEAR CABINETY,<br>1996, WITH 17 DRAW OUT BREAKERS, 1 - LOAD BREAK<br>SWITCH, 2 - LIGHTNING ARRESTOR AND POTENTIAL<br>TRANSFORMER BAYS, 1 - BUS TRANSITION CELL, 2 - SPARE<br>BALL MILL AND SAG MIL BREAKERS, AND 1 - SPARE<br>BREAKER IN PALLET |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION                | ASSET # | DESCRIPTION  | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|-------------------------|---------|--|--------------|-------|------------------|
| 167                             | MILL MAIN<br>SUBSTATION |         | 2 - BATTERY BANKS, GNB, 1996, 125 V DC X 210 AMP HRS<br>CAPACITY, WITH 2 - BATTERY CHARGERS, RIC<br>ELECTRONICS MODEL FB3B-120/30, MISC. DC PANEL BOARDS<br>AND WIRING |              |       |                  |
| 168                             | MILL MAIN<br>SUBSTATION |         | 3 - PROTECTION AND RELAYING FEEDER MONITOR AND<br>CONTROL PANELS, 1996, 230 KV   |              |       |                  |
| 169                             | MILL MAIN<br>SUBSTATION |         | 1 - STATION SERVICE TRANSFORMER, REX, 1996, 225 KVA,<br>25000/600  |              |       |                  |
| 170                             | MILL MAIN<br>SUBSTATION |         | 1 - LOT OF METERING, RELAYS, 24 - PANELS, ELECTRICAL<br>COPPER BUS, CABLING, GROUNDING, STRUCTURES   |              |       |                  |
| 171                             | CAMP<br>(OUTSIDE)       |         | CAMP ELECTRICAL DISTRIBUTION INSTALLATION<br>INCLUDING:  |              |       |                  |
| 172                             | CAMP<br>(OUTSIDE)       |         | 3 - CATERPILLAR DIESEL EMERGENCY STAND-BY<br>GENERATORS, 565 KW  |              |       |                  |
| 173                             | CAMP<br>(OUTSIDE)       |         | 1 - TRANSFORMER, 1500 KVA, OIL COOLED, 25 KV - 600 V   |              |       |                  |
| 174                             | CAMP SITE               |         | LOT OF MISC. EQUIPMENT AT THE CAMP SITE INCLUDING<br>WATER TREATMENT SYSTEM, KITCHEN EQUIPMENT, REC.<br>ROOM EQUIPMENT AND OTHER MISC. EQUIPMENT                       |              |       |                  |
| 175                             | SITE<br>SERVICES        |         | LOT OF MISC. EQUIPMENT AT THE SITE SERVICE QUONSET<br>AND OTHER SUPPORTING EQUIPMENT   |              |       |                  |
| 176                             | SITE<br>SERVICES        |         | CAMP COMPOUND STANDBY GENERATING PLANT, AND<br>SUBSTATIONS, CONSISTING OF:   |              |       |                  |
| 177                             | SITE<br>SERVICES        |         | 1 - GENERATING PLANT OUTDOOR METAL ENCLOSED<br>HEATED AND INSULATED ARCTIC DUTY ENCLOSURE, 18' X<br>42' AREA, WITH ACOUSTIC METAL INTERIOR                             |              |       |                  |
| 178                             | SITE<br>SERVICES        |         | 1 - POWER SWITCHING AND ISOLATION PANEL LINEUP,<br>WITH 3 - GENERATOR ISOLATION BREAKERS, 3 - OUTBOUND<br>FEEDER BREAKERS, 2 - CONTROL AND SYNCHRONIZING<br>PANELS     |              |       |                  |
| 179                             | SITE<br>SERVICES        |         | 1 - TRANSFER SWITCH, THOMSON TECHNOLOGIES, 800 AMP   |              |       |                  |
| 180                             | SITE<br>SERVICES        |         | 1 - MAIN POWER SWITCH TO CAMP  |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION             | ASSET # | DESCRIPTION   | MANUFACTURER | MODEL   | SERIAL<br>NUMBER |
|---------------------------------|----------------------|---------|---|--------------|---------|------------------|
| 181                             | SITE SERVICES        |         | 1 - 14' X 20' BUILDING/SHED FOR MAIN DISTRIBUTION TO CAMP AND TRANSFER SWITCH TO GENERATOR PLANT FROM TRANSFORMER FEED, CABLES AND CONNECTORS   |              |         |                  |
| 182                             | OPEN PIT             |         | OPEN PIT ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:  |              |         |                  |
| 183                             | OPEN PIT             |         | 2 - ELECTRICAL SUBSTATION SKIDS, 7.5 MVA TRANSFORMER ONAN/ONAF, DISCONNECT SWITCH, CIRCUIT BREAKER, LIGHTNING ARRESTERS, POTENTIAL TRANSFORMERS, STATION SERVICE TRANSFORMER, 25 KV CUBICLE, 8 KV SWITCH HOUSE, COPPER BUS  |              |         |                  |
| 184                             | THROUGHOUT MILL SITE |         | HAND-HELD RADIOS  | MOTOROLA     | HT 1250 |                  |
| 185                             | TRANSMISSION LINES   |         | MILL ELECTRICAL TRANSMISSION INSTALLATION INCLUDING:  |              |         |                  |
| 186                             | TRANSMISSION LINES   |         | 1 - 377 KM ELECTRICAL CABLING, 3 PHASE  |              |         |                  |
| 187                             | TRANSMISSION LINES   |         | 1509 - SETS OF DOUBLE WOOD POLE STRUCTURES AT 250 M O.C.  |              |         |                  |
| 188                             | ADMIN BUILDING       |         | OVERHEAD CRANE, DOUBLE BEAM, 50 TONS, 36' SPAN  |              |         |                  |
| 189                             | ADMIN BUILDING       |         | OVERHEAD CRANE, DOUBLE BEAM, 25 TONS, 68' SPAN  |              |         |                  |
| 190                             | ADMIN BUILDING       |         | LOT OF ELECTRICAL SHOP EQUIPMENT  |              |         |                  |
| 192                             | ADMIN BUILDING       |         | LOT OF ELECTRICAL SWITCHBOARDS, PANELS, CONTROL CENTRES AND MISC. SUPPORTING EQUIPMENT  |              |         |                  |
| 193                             | ADMIN BUILDING       |         | AUTOMOTIVE AND HEAVY VEHICLE SERVICE TOOLS, CONSISTING OF HOISTS, JACKS, TRUCK JACKS, SHORING STANDS, LUBE RECOVERY TANKS, FREON RECOVERY AND CHARGE TOOLS, ANALYZERS, VEHICLE SHOP TOOL CRIB, BATTERY CHARGERS, HYDRAULIC HOSE MACHINES AND DIES, TIRE CHANGERS, WASH BAY TOOLS, WASH WATER TANK, VEHICLE FUME ABATEMENT AND REMOVAL SYSTEMS, LUBE TOTES AND LUBE PUMP SYSTEM, SERVICE AREA LUBE HOSE CADDIES, OUTDOOR WASTE OIL STORAGE TANK, AND OTHER RELATED ITEMS |              |         |                  |

| <b>ORDER<br/>(FROM PPE<br/>SCHEDULE)</b> | <b>LOCATION</b> | <b>ASSET #</b> | <b>DESCRIPTION</b>  | <b>MANUFACTURER</b> | <b>MODEL</b> | <b>SERIAL<br/>NUMBER</b> |
|--|-----------------|----------------|---|---------------------|--------------|--------------------------|
| 194                                      | ADMIN BUILDING  |                | ENVIRONMENTAL DEPARTMENT TOOLS, LAB STATION, EQUIPMENT, AND OTHER RELATED ITEMS   |                     |              |                          |
| 195                                      | ADMIN BUILDING  |                | LOCKER ROOM AND LAUNDRY SERVICES AREA EQUIPMENT   |                     |              |                          |
| 196                                      | ADMIN BUILDING  |                | 1 - FIRE TRUCK AND MINE RESCUE BAY BRIDGE CRANE, KAVERIT P&H, 1996, 5 TONS X 32' SPAN, WITH 60' RUNWAY STEEL AND ELECTRICS  |                     |              |                          |
| 197                                      | ADMIN BUILDING  |                | MINE RESCUE TOOLS, CONSISTING OF GAS ANALYZERS, BREATHING APPARATUSES, STRETCHERS, FIRST AID, PERSONAL PROTECTIVE EQUIPMENT, AND OTHER RELATED ITEMS  |                     |              |                          |
| 198                                      | ADMIN BUILDING  |                | MINE SURVEY DEPARTMENT TOOLS AND EQUIPMENT  |                     |              |                          |
| 199                                      | ADMIN BUILDING  |                | 5 - YARD FUELLING STATIONS AND BULK FUEL TANK STATIONS, 1996, WITH 4 - 25' DIA. X 25' H BULK TANKS, TANK FARM, PIPING, PUMP STATIONS, FILLER STATIONS, 1 - 10' DIA. X 30' L VACUUM MONITORED PORTABLE TANK AND FILL STATION, 1 - 10' DIA. X 32' L VACUUM MONITORED PORTABLE TANK AND FILL STATION |                     |              |                          |
| 200                                      | ADMIN BUILDING  |                | LOT OF OFFICE FURNITURE AND EQUIPMENT   |                     |              |                          |
| 201                                      | ADMIN BUILDING  |                | LOT OF SERVERS, COMPUTER EQUIPMENT AND PERIPHERALS  |                     |              |                          |
| 202                                      | ADMIN BUILDING  |                | LOT OF WAREHOUSE EQUIPMENT AND MISC. ITEMS  |                     |              |                          |
| 203                                      | PUMP HOUSE #1   | 41-G-101       | TAILINGS PUMPS, SIZE 20 X 20, 1250 HP MOTOR   | ASH                 | GH 9-11      |                          |
| 204                                      | PUMP HOUSE #1   | 41-G-030       | DUMP POND PUMPS, 200 HP MOTOR   | HAZELTON            | 10-20 SCB-H  |                          |
| 205                                      | PUMP HOUSE #1   | 41-G-030       | POND PUMP, 125 HP MOTOR, SIZE 6"  | HAZELTON            | 10-20 SCB-H  |                          |
| 206                                      | PUMP HOUSE #1   |                | PUMP HOUSE # 1 ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:  |                     |              |                          |
| 207                                      | PUMP HOUSE #1   |                | 3 - LOAD BREAK SWITCHES COMPLETE WITH FUSES AND CELLS, DRIWISA, TYPE LDTP30069DKP   |                     |              |                          |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET #  | DESCRIPTION   | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|------------------|----------|---|--------------|-------|------------------|
| 208                             | PUMP HOUSE<br>#1 |          | 1 - TRANSFORMER, ABB, 6 MVA, 25 KV/4160 V, #HBB3285-0001, 1997  |              |       |                  |
| 209                             | PUMP HOUSE<br>#1 |          | 1 - TRANSFORMER, ABB, 6 MVA, 25 KV/4160 V, #HBB3285-0002, 1997  |              |       |                  |
| 210                             | PUMP HOUSE<br>#1 |          | 1 - TRANSFORMER, 1 MVA, 25 KV/600 V, DRY INDOOR TYPE  |              |       |                  |
| 211                             | PUMP HOUSE<br>#1 |          | 2 - MAIN BREAKERS, CUTLER HAMMER VCP-W, TYPE 50 VCP-W250  |              |       |                  |
| 212                             | PUMP HOUSE<br>#1 |          | 10 - TOSHIBA MOTOR FEED BREAKERS COMPLETE WITH CELLS, TOSHIBA, DV41-5M-10, 4160 V, 3 PH   |              |       |                  |
| 213                             | PUMP HOUSE<br>#1 |          | 1 - MCC (MOTOR CONTROL CENTER), 8 SECTIONS, CUTLER HAMMER SERIES 2100, 600 V, 3 PH  |              |       |                  |
| 214                             | PUMP HOUSE<br>#1 |          | 1 - PUMP HOUSE BRIDGE CRANE, KAVERIT P&H, 10 TON X 70' SPAN, 140' RUNWAYS   |              |       |                  |
| 215                             | PUMP HOUSE<br>#1 |          | 1 - COMPRESSED AIR SYSTEM, QUINCY, WITH QUINCY 3 STAGE RECIPROCATING 50HP COMPRESSOR, INGERSOLL RAND 15HP TANK MOUNT AIR COMPRESSOR, ATLAS COPCO GA7F COMPRESSOR, 2 -3-L FILTERS LTD AIR DRYERS |              |       |                  |
| 216                             | PUMP HOUSE<br>#1 |          | 2 - HIGH PRESSURE SEAL WATER PUMPS, 4" X 3" - 11" DIA., 125 HP, 5 STAGE   |              |       |                  |
| 217                             | PUMP HOUSE<br>#1 |          | 2 - LOW PRESSURE SEAL WATER PUMPS, 4" X 3" - 13", 125 HP, 5 STAGE   |              |       |                  |
| 218                             | PUMP HOUSE<br>#1 |          | 1 - SEAL WATER TANK, 12' DIA. X 20' H   |              |       |                  |
| 219                             | PUMP HOUSE<br>#1 |          | FIRE WATER PUMP PACKAGE AND PLUMBING, CHAMCO, 12' X 20' SKID, WITH DIESEL PUMP, PIPING, CONTROLS  |              |       |                  |
| 220                             | PUMP HOUSE<br>#2 | 41-G-101 | TAILINGS PUMPS, SIZE 20 X 20, 1250 HP MOTOR   | ASH          | HTT   |                  |
| 221                             | PUMP HOUSE<br>#2 | 41-G-101 | TAILINGS PUMPS, SIZE 20 X 20, 1500 HP MOTOR   | ASH          | HTT   |                  |
| 222                             | PUMP HOUSE<br>#2 | 41-G-030 | POND PUMP, 75 HP MOTOR, SIZE 6"   | HAZELTON     |       |                  |
| 223                             | PUMP HOUSE<br>#2 | 41-G-030 | POND PUMP, 150 HP MOTOR, SIZE 6"  |              |       |                  |
| 224                             | PUMP HOUSE<br>#2 | 41-G-030 | POND PUMP, 100 HP MOTOR, SIZE 3"  |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION         | ASSET #   | DESCRIPTION  | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|------------------|-----------|--|--------------|-------|------------------|
| 225                             | PUMP HOUSE<br>#2 |           | PUMP HOUSE # 2 ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:   |              |       |                  |
| 226                             | PUMP HOUSE<br>#2 |           | 3 - LOAD BREAK SWITCH COMPLETE WITH FUSES AND CELLS, DRIWISA, TYPE LDTP30069DKP  |              |       |                  |
| 227                             | PUMP HOUSE<br>#2 |           | 1 - TRANSFORMER, ABB, 6 MVA, 25 KV/4160 V, #HBB3285-0003, 1997   |              |       |                  |
| 228                             | PUMP HOUSE<br>#2 |           | 1 - TRANSFORMER, ABB, 6 MVA, 25 KV/4160 V, #HBB3285-0004, 1997   |              |       |                  |
| 229                             | PUMP HOUSE<br>#2 |           | 1 - TRANSFORMER, 1 MVA, 25 KV/600 V, DRY INDOOR TYPE   |              |       |                  |
| 230                             | PUMP HOUSE<br>#2 |           | 2 - MAIN BREAKERS, CUTLER HAMMER VCP-W, TYPE 50 VCP-W250   |              |       |                  |
| 231                             | PUMP HOUSE<br>#2 |           | 12 - TOSHIBA MOTOR FEED BREAKERS COMPLETE WITH CELLS, TOSHIBA, DV41-5M-10, 4160 V, 3 PH  |              |       |                  |
| 232                             | PUMP HOUSE<br>#2 |           | 1 - MCC (MOTOR CONTROL CENTER), 8 SECTIONS, CUTLER HAMMER SERIES 2100, 600 V, 3 PH   |              |       |                  |
| 233                             | PUMP HOUSE<br>#2 | 41-G-030  | POND PUMP, 200 HP MOTOR, SIZE 10"  |              |       |                  |
| 234                             | PUMP HOUSE<br>#2 |           | 1 - PUMP HOUSE BRIDGE CRANE, KAVERIT P&H   |              |       |                  |
| 235                             | PUMP HOUSE<br>#2 |           | 1 - COMPRESSED AIR SYSTEM, QUINCY, WITH QUINCY 3 STAGE RECIPROCATING 50 HP COMPRESSOR, INGERSOLL RAND 15 HP TANK MOUNT AIR COMPRESSOR, ATLAS COPCO GA7F COMPRESSOR, 2-3-L FILTERS LTD AIR DRYERS |              |       |                  |
| 236                             | PUMP HOUSE<br>#2 |           | 2 - HIGH PRESSURE SEAL WATER PUMPS   |              |       |                  |
| 237                             | PUMP HOUSE<br>#2 |           | 2 - LOW PRESSURE SEAL WATER PUMPS  |              |       |                  |
| 238                             | PUMP HOUSE<br>#2 |           | 1 - SEAL WATER TANK, 12' DIA. X 20' H  |              |       |                  |
| 239                             | PUMP HOUSE<br>#2 |           | 1 - FIRE WATER PUMP PACKAGE AND PLUMBING, CHAMCO   |              |       |                  |
| 240                             | BARGE            | 43-G-029A | RECLAIM WATER PUMPS (A, B, C, D), SIZE 16 X 20 X 30, 600 HP MOTOR AND STRUCTURE  | PEERLESS     |       |                  |
| 241                             | BARGE            | 43-G-029A | WATER PUMP, DE-ICING, 30 HP MOTOR  | PEERLESS     |       |                  |



| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION                                | ASSET # | DESCRIPTION   | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|---|---------|---|--------------|-------|------------------|
| 242                             | BARGE                                   |         | BARGE ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:   |              |       |                  |
| 243                             |   |         | 1 - LOAD BREAK SWITCH COMPLETE WITH FUSES, DRIWISA, TYPE LDTP30069DKP                           |              |       |                  |
| 244                             |   |         | 1 - TRANSFORMER, ABB, 3 MVA, #SEB3287-0001, 25 KV/4160 V, 1997                                  |              |       |                  |
| 245                             |   |         | 1 - 5 KV BREAKER AND CELL   |              |       |                  |
| 246                             |   |         | 4 - MEDIUM VOLTAGE STARTERS, TOSHIBA DV 41-SM-10 4160V, 400 A, 3 PH, AND CELLS                  |              |       |                  |
| 247                             |   |         | 1 - DISCONNECT SWITCH, FUSED, HVS-1 4160V, 600 A, 3-POLE  |              |       |                  |
| 248                             | SEEPAGE POND                            |         | SEEPAGE POND CONTROL ELECTRICAL DISTRIBUTION INSTALLATION INCLUDING:                            |              |       |                  |
| 249                             |   |         | 1 - MCC SECTION, CUTLER HAMMER ADVANTAGE  |              |       |                  |
| 250                             | SEEPAGE REPORTING PUMP HOUSE            |         | SEEPAGE REPORTING POND AND PUMP STATION SYSTEM, CONSISTING OF:                                  |              |       |                  |
| 251                             | SEEPAGE REPORTING PUMP HOUSE            |         | 1 - SEEPAGE REPORTING POND, LINED, 350' X 350' X 10'  |              |       |                  |
| 252                             | SEEPAGE REPORTING PUMP HOUSE            |         | 3 - MULTISTAGE RETURN WATER PUMPS, PEERLESS, 12" DISCHARGE, 5 STAGE, 200 HP, WITH AREA PIPING   |              |       |                  |
| 253                             | SEEPAGE REPORTING PUMP HOUSE            |         | 1 - POLE MOUNTED SUBSTATION, WITH 3 - 167 KVA POWER TRANSFORMERS, POLES, CROSS ARMS, AND CABLES |              |       |                  |
| 254                             | SEEPAGE REPORTING PUMP HOUSE            |         | 1 - PORTABLE GENERATING STANDBY GENERATOR PLANT, GM DIESEL, 450 KW CAPACITY                     |              |       |                  |
| 255                             |   |         | 1 - RETURN WATER PIPELINE, APPROX. 600' X 12"   |              |       |                  |
| 256                             | SELENIUM DILUTION POND AND PUMP STATION |         | SELENIUM DILUTION WATER COLLECTION AND PUMP STATION SYSTEM, CONSISTING OF:                      |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION  | ASSET # | DESCRIPTION   | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|---|---------|---|--------------|-------|------------------|
| 257                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - PORTABLE GENERATING STANDBY GENERATOR PLANT,<br>75 KW CAPACITY, 100 HP  |              |       |                  |
| 258                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - VERTICAL SUBMERSIBLE PUMP, PEERLESS, 6"<br>DISCHARGE, 75 HP   |              |       |                  |
| 259                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - LINED POND, 75' X 30'   |              |       |                  |
| 260                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - COLLECTION SPILLWAY DITCH FOR FRESH NATURAL<br>RUNOFF WATER, APPROX. 2500' X 16'                              |              |       |                  |
| 261                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | SELENIUM DILUTION WATER REPORTING POND AND PUMP<br>STATION, CONSISTING OF:  |              |       |                  |
| 262                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - LINED POND, 60' X 150'  |              |       |                  |
| 263                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - PUMP HOUSE, WITH POWER AND VALVE STATIONS, 12' X<br>16'   |              |       |                  |
| 264                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 2 - SUBMERSIBLE PUMPS, 75 HP IN 72" DIA. CONCRETE TILE<br>CONSTRUCTED PUMP WELL, FIBREGLASS ROOF, 4"<br>DISCHARGE |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION  | ASSET # | DESCRIPTION   | MANUFACTURER | MODEL | SERIAL<br>NUMBER |
|---------------------------------|---|---------|---|--------------|-------|------------------|
| 265                             | SELENIUM<br>DILUTION<br>POND AND<br>PUMP<br>STATION |         | 1 - POLE MOUNTED SUBSTATION, WITH 3 - 167KVA POWER TRANSFORMERS, POLES, CROSS ARMS, AND CABLES        |              |       |                  |
| 266                             | BUILDINGS   |         | MUSTER STATION BUILDING AND HEATED WAREHOUSE "A" (WAREHOUSE "A") - SITE SERVICES WAREHOUSE            |              |       |                  |
| 267                             | BUILDINGS   |         | WAREHOUSE B COLD STORAGE (WAREHOUSE "B") - COLD STORAGE WAREHOUSE                                     |              |       |                  |
| 268                             | BUILDINGS   |         | 2-STOREY SLEEPING UNIT - S - LIVING QUARTERS  |              |       |                  |
| 269                             | BUILDINGS   |         | 2-STOREY SLEEPING UNIT - C - LIVING QUARTERS  |              |       |                  |
| 270                             | BUILDINGS   |         | 2-STOREY SLEEPING UNIT - B - LIVING QUARTERS  |              |       |                  |
| 271                             | BUILDINGS   |         | 2-STOREY SLEEPING UNIT - A - LIVING QUARTERS  |              |       |                  |
| 272                             | BUILDINGS   |         | CORE SHACK PROCESS BUILDINGS (4) (NONE ON DRAWING, NEW) - CORE SPLITTING, SAWING, CRUSHING, LUNCHROOM |              |       |                  |
| 273                             | BUILDINGS   |         | SINGLE STOREY SLEEPING UNIT - E - LIVING QUARTERS   |              |       |                  |
| 274                             | BUILDINGS   |         | SINGLE STOREY SLEEPING UNIT - G - LIVING QUARTERS   |              |       |                  |
| 275                             | BUILDINGS   |         | SINGLE STOREY SLEEPING UNIT - T - LIVING QUARTERS   |              |       |                  |
| 276                             | BUILDINGS   |         | KITCHEN AND CAFETERIA BUILDING - KITCHEN AND CAFETERIA  |              |       |                  |
| 277                             | BUILDINGS   |         | REC HALL AND SITE SERVICES STORAGE AND BREEZEWAY (REC HALL) - RECREATION ROOM                         |              |       |                  |
| 278                             | BUILDINGS   |         | GYM BUILDING (GYM BUILDING) - EXERCISE ROOM   |              |       |                  |
| 279                             | BUILDINGS   |         | WINTER KITCHEN / GUEST HOUSE (GUEST HOUSE) - WINTER KITCHEN   |              |       |                  |
| 280                             | BUILDINGS   |         | SENIOR MANAGER HOUSE (CONSTRUCTION OFF "A") - STAFF HOUSE   |              |       |                  |
| 281                             | BUILDINGS   |         | AIRPORT SECURITY BUILDING (NONE ON DRAWING) - AIRPORT SECURITY  |              |       |                  |
| 282                             | BUILDINGS   |         | CAMP AREA FIRE PUMP HOUSE (PUMP HOUSE) - FIRE WATER PUMP AND TANK                                     |              |       |                  |
| 283                             | BUILDINGS   |         | MILL BUILDING   |              |       |                  |

| ORDER<br>(FROM PPE<br>SCHEDULE) | LOCATION   | ASSET # | DESCRIPTION                  | MANUFACTURER | MODEL | SERIAL<br>NUMBER  |
|---------------------------------|------------|---------|------------------------------|--------------|-------|-------------------|
| 284                             | BUILDINGS  |         | CRUSHER BUILDING             |              |       |                   |
| 285                             | BUILDINGS  |         | MAIN SUBSTATION BUILDING     |              |       |                   |
| 286                             | BUILDINGS  |         | ADMINISTRATION BUILDING      |              |       |                   |
| 287                             | BUILDINGS  |         | PUMP HOUSE #1                |              |       |                   |
| 288                             | BUILDINGS  |         | PUMP HOUSE #2                |              |       |                   |
| 289                             | BUILDINGS  |         | MAINTENANCE SHOP             |              |       |                   |
| 290                             | BUILDINGS  |         | SEEPAGE REPORTING PUMP HOUSE |              |       |                   |
| 291                             | SAND PLANT |         | TANKS, XANTHATE              |              |       | DIA. 12' X<br>15' |

**Mobile Equipment**

| ASSET<br>TYPE  | ASSET #         | MANUFACTURER | MODEL                | DESCRIPTION                     | SERIAL NUMBER     | YEAR<br>(EST.) |
|----------------|-----------------|--------------|----------------------|---------------------------------|-------------------|----------------|
| AUX<br>HAULING | 21-7-45-<br>421 | VOLVO        | A30C                 | TRUCK, ARTICULATED              | A30CV2661         | 1997           |
| AUX<br>HAULING | 21-7-45-<br>422 | VOLVO        | A30C                 | TRUCK, ARTICULATED              | A30CV2332         | 1997           |
| BUS            | 21-1-70-<br>724 | GMC          | B-SERIES C7H063      | BUS, MINI                       | 1GDG7T1O9XJ507709 | 1999           |
| BUS            | 21-1-70-<br>725 | GMC          | B-SERIES C7H064      | BUS, MINI                       | 1GDG7T1C2XJ509088 | 1999           |
| CRANE          | 21-1-90-<br>961 | P&H          | 90 TONS/780-TC       | MOBILE CRANE (#1 TAILINGS POND) | 28076             | 1997           |
| CRANE          | 21-1-90-<br>950 | TADANO       | 60 TONS/TR-<br>600XL | MOBILE CRANE                    | 545185            | 1995           |
| EXCAVATOR      | 21-1-25-        | HITACHI      | EX450LC-3            | EXCAVATOR                       | FF01J3Q020015     | 1997           |

| ASSET TYPE | ASSET #      | MANUFACTURER        | MODEL               | DESCRIPTION  | SERIAL NUMBER     | YEAR (EST.) |
|------------|--------------|---------------------|---------------------|--|-------------------|-------------|
|            | 245          |                     |                     |  |                   |             |
| EXCAVATOR  | 21-1-25-246  | HITACHI             | EX450LC-3           | EXCAVATOR  | 20854             | 1997        |
| FORKLIFT   | 21-1-20-250  | CATERPILLAR         | 924G                | LOADER- WAREHOUSE  | 9SW00988          | 2000        |
| FORKLIFT   | 21-2-70-734  | RAYMOND             | 201-R30TT           | ELECTRIC FORKLIFT- WAREHOUSE                                 | 020D-92-34160     | 1997        |
| GENSET     | 21-1-70-778  | DETROIT             | 600 KW, 8123-7416   | GENSET, PORTABLE AT PIT                                      | 12VF-11573        | 1997        |
| GENSET     | 21-1-70-780  | DETROIT DIESEL      | 570 KW              | DETROIT DIESEL SERIES 60 TIER 3 GENSET                       | 06R1005485        | 1999        |
| GENSET     | 21-1-70-779  | LECSET KLASSEN      | 200 KW              | GENSET, PORTABLE AT PIT                                      | M06B103240-03     | 2007        |
| GENSET     | 51-4-80-193  |                     |                     | LIMA SER 280SSL0005 AC GENSET - (MINE # 780) - INCINERATOR   | LM-184606-0995    | 1997        |
| GENSET     | 51-2-10-750  |                     |                     | NORTH NDB GENSET C/W TIMER, CHARGER, BATTERIES, HEATER, TANK | J00E2055          | 1997        |
| GENSET     | 51-2-10-751  |                     |                     | SOUTH NDB GENSET C/W TIMER, CHARGER, BATTERIES, HEATER, TANK | C97C1141          | 1997        |
| GRADER     | 21-1-60-602  | CATERPILLAR         | 16H                 | GRADER   | 6ZJ00287          | 1997        |
| GRADER     | 21-7-60-603  | CHAMPION            | 780A                | GRADER   | 28360             | 1997        |
| HEAVY DUTY | 21-11-70-769 | FREIGHTLINER        | FL80                | TRUCK, WITH HI-AB  | 1FV3HLAA1PL431426 | 1993        |
| HEAVY DUTY | 21-1-70-711  | INTERNATIONAL       | FTCO-2070           | FIRE TRUCK   | 222704DGH1006     | 1987        |
| HEAVY DUTY | 21-1-70-720  | MACK                | RD686S              | TRUCK, WATER/VACUUM  | 2M2P138Y1FC012212 | 1985        |
| HEAVY DUTY | 21-1-70-713  | MACK                | RD690S              | TRUCK, WITH HYDRALIFT CRANE                                  | 1M2P264C0TM020533 | 1996        |
| HEAVY DUTY | 21-1-70-721  | VOLVO/BRUTUS BODIES | VOLVO VHD64F DIESEL | VOLVO LUBE TRUCK   | 4V5KC9EG78N483740 | 2008        |

| ASSET TYPE    | ASSET #     | MANUFACTURER | MODEL      | DESCRIPTION  | SERIAL NUMBER     | YEAR (EST.) |
|---------------|-------------|--------------|------------|--|-------------------|-------------|
| LIGHT VEHICLE | 21-1-80-801 | CHEV         | K2500      | TRUCK, PICKUP WITH AMBULANCE CANOPY                            | 1GCGK24F4TZ128308 | 1996        |
| LIGHT VEHICLE | 21-1-80-858 | FORD         | EXPEDITION | SUV  | 1FMPU16545LA77788 | 2005        |
| LIGHT VEHICLE | 21-1-80-859 | FORD         | EXPEDITION | SUV  | 1FMPU16565LA77789 | 2005        |
| LIGHT VEHICLE | 21-1-80-813 | FORD         | F-250      | TRUCK, EXTENDED CAB 4X4 SHORT BOX GAS                          | 1FTSX21558EA41832 | 2008        |
| LIGHT VEHICLE | 21-1-80-821 | FORD         | F-250      | TRUCK, EXTENDED CAB 4X4 SHORT BOX GAS                          | 1FTSX21528EA42095 | 2008        |
| LIGHT VEHICLE | 21-1-80-830 | FORD         | F-250      | 2009 FORD F250 4X4 CREWCAB SHORTBOX                            | 1FTS21599IEB00434 | 2009        |
| LIGHT VEHICLE | 21-1-80-861 | FORD         | F-250 XLT  | TRUCK, CREWCAB SHORTBOX  | 1FTSW21575EC25345 | 2005        |
| LIGHT VEHICLE | 21-1-80-849 | FORD         | F-350      | TRUCK, LONGBOX PICKUP - SITE SERVICES                          | 1FDWF37F2YEB01135 | 2000        |
| LIGHT VEHICLE | 21-1-80-805 | FORD         | F-350      | 2008 F350 4X4 EXTENDED CAB SHORT BOX DEISEL                    | 1FTSX21R98ED85053 | 2008        |
| LIGHT VEHICLE | 21-1-80-829 | FORD         | F-350      | 2009 F-350 4X4 - LONG BOX - GASOLINE - MINE OPS FOREMAN        | 1STWX31519EB00433 | 2009        |
| LIGHT VEHICLE | 21-1-70-709 | FORD         | F-450      | TRUCK, FLAT DECK SANDER TRUCK - SITE SERVICE                   | 1FDTF47F92ED01043 | 2002        |
| LIGHT VEHICLE | 21-1-70-728 | GMC          | C5500      | TRUCK, 4X4 SERVICE   | 1GDE5C3997F425965 | 2007        |
| LIGHT VEHICLE | 21-1-70-760 | GMC          | C5500      | 2007 GMC C5500 4X4 DIESEL, CREW CAB, SHOVEL CREW WELDING TRUCK | 1GDE5E3967F422016 | 2007        |
| LOADER        | 21-7-20-242 | CATERPILLAR  | 416C       | BACKHOE  | 5YN01380          | 1993        |
| LOADER        | 21-1-20-201 | LETOURNEAU   | L1400      | LOADER   | 2037              | 1997        |

| ASSET TYPE | ASSET #      | MANUFACTURER | MODEL            | DESCRIPTION   | SERIAL NUMBER     | YEAR (EST.) |
|------------|--------------|--------------|------------------|---|-------------------|-------------|
| MISC.      | 30-1-80-191  | BOMBARDIER   |                  | 2008 BOMBARDIER OUTLANDER MAX XT 500CC                                      | 2BVEPHH1X6V000311 | 2008        |
| MISC.      | 21-1-70-733  | JLG          | 600S             | MANLIFT   | 300060561         | 2001        |
| MISC.      | 30-1-80-196  | YAMAHA       | VENTURE 500CC    | 2008 YAMAHA VENTURE LITE SNOWMOBILE   | JYE8GT0078A003675 | 2008        |
| MISC.      | 30-1-80-197  | BOMBARDIER   | TUNDRA LT 550F-E | 2014 SKI DOO  | 2BPSGDEA8EV000359 | 2014        |
| MISC.      | 30-1-80-198  | BOMBARDIER   | TUNDRA LT 550F-E | 2014 SKI DOO  | 2BPSGDEA3EV000401 | 2014        |
| MISC.      | 32-0-95-30   |              | GA37             | 022 SHOP STATIONARY AIR COMPRESSOR # 1, ATLAS COPCO, MODEL GA 37-125, 50 HP | ATT 368676        | 1997        |
| MISC.      | 21-5-80-794  |              |                  | CHRISTIE 14" PIPE FUSING MACHINE  | 263541410         | 1996        |
| MISC.      | 21-1-70-012  |              |                  | PIT DE-WATERING PUMP #5501 - 55HP   | 25000049          | 1997        |
| MISC.      | 21-1-70-013  |              |                  | PIT DE-WATERING PUMP #8 - 55HP  | 25000151          | 1997        |
| MISC.      | 21-1-70-790  |              |                  | PORTABLE WATER PUMP (JOHN DEERE 4045D/GODWIN CD150M)                        | T04045D868946     | 1997        |
| MISC.      | 51-4-80-796  |              |                  | WATER PUMP  | 1122788           | 1997        |
| MISC.      | 21-1-70-192  |              |                  | LANDA SGHW6-3500 MOBILE PRESSURE WASHER                                     | P0303-51634       | 2003        |
| MISC.      | 30-1-80-745  |              |                  | FINN T-75T HYDROSEEDER  | SE-259            | 2004        |
| MISC.      | 24-10-70-027 |              |                  | INGERSOLL RAND PORTABLE COMPRESSOR AIR SOURCE PLUS 185CFM ASP185BIR         | 38155UARB02       | 2007        |
| SKID STEER | 21-1-70-739  | BOBCAT       | 763G             | SKID-STEER LOADER - FOR BLAST HOLE STEMMING                                 | 512261788         | 2001        |

| ASSET TYPE  | ASSET #     | MANUFACTURER | MODEL     | DESCRIPTION   | SERIAL NUMBER | YEAR (EST.) |
|-------------|-------------|--------------|-----------|---|---------------|-------------|
| SKID STEER  | 21-1-70-743 | BOBCAT       | S-150     | SKID-STEER LOADER - FOR BLAST HOLE STEMMING             | 529712808     | 2006        |
| TRACK DOZER | 21-1-50-502 | CATERPILLAR  | D10R      | DOZER   | 3KR00757      | 1997        |
| TRACK DOZER | 21-1-50-510 | KOMATSU      | D155 AX-6 | DOZER   | 80112         | 2006        |
| WELDER      | 21-1-70-128 | HOBART       |           | HOBART TR-250 WELDING MACHINE                           | 84WS02005     | 2000        |
| WELDER      | 21-1-70-129 | MILLER       |           | MILLER DIMENSION 652 WELDING MACHINE                    | LC650432      | 2000        |
| WELDER      | 21-1-70-130 | MILLER       |           | MILLER DIMENSION 652 WELDING MACHINE                    | LC692368      | 2000        |
| WELDER      | 21-1-70-132 | MILLER       |           | MILLER DIMENSION 652 WELDING MACHINE                    | LH020185C     | 2000        |
| WELDER      | 21-1-70-123 | MILLER       |           | MILLER INTELLIWELD 650 WELDING MACHINE                  | JH223475      | 2000        |
| WELDER      | 21-1-70-120 | MILLER       |           | MILLER SRH-444 WELDING MACHINE                          | LC424510      | 2000        |
| WELDER      | 21-1-70-116 | MILLER       |           | MILLER AIR PAK WELDING MACHINE DIESEL (TRAILER MOUNTED) | KH344676      | 1997        |

**Other Assets**

Tailings Dam  
 Moosevale Bridge  
 60' L165 Steel Deck Porta Bridge  
 McKenzie Rail Car scale, Crane & Building



## **SCHEDULE E ASSUMED CONTRACTS**

### **First Nations Agreements**

1. Interim Measures Agreement dated for reference May 30, 2012 between Takla Lake First Nation, Tsay Keh Dene First Nation, Kwadacha First Nation, and AuRico Gold Inc., as amended by letter agreement dated June 27, 2014.
2. Environmental Assessment Conduct Agreement dated for reference June 24, 2014 between Takla Lake First Nation, Tsay Keh Dene First Nation, Kwadacha First Nation, and AuRico Gold Inc.
3. Interim Exploration Agreement for the Kemess Underground Mineral Claims Outside the Yellow Boundary in Tse Keh Nay Territory dated March 23, 2015 between Takla Lake First Nation, Tsay Keh Dene First Nation, Kwadacha First Nation, and AuRico Gold Inc.

### **Australian Royalties**

4. Fosterville Royalty Agreement dated January 13, 2015 between Fosterville Gold Mine Pty Ltd. and Crocodile Gold Inc.
5. Royalty Assignment and Novation Agreement dated January 14, 2015 between AuRico Gold Inc., Crocodile Gold Inc., and Fosterville Gold Mine Pty Ltd.
6. Leviathan Royalty Agreement dated January 13, 2015 between Leviathan Resources Pty Ltd. and Crocodile Gold Inc.
7. Royalty Assignment and Novation Agreement dated January 14, 2015 between AuRico Gold Inc., Crocodile Gold Inc., and Leviathan Resources Pty Ltd.
8. Stawell Royalty Agreement dated January 13, 2015 between Stawell Gold Mines Pty Ltd. and Crocodile Gold Inc.
9. Royalty Assignment and Novation Agreement dated January 14, 2015 between AuRico Gold Inc., Crocodile Gold Inc., and Stawell Gold Mines Pty Ltd.

### **Cooke Royalties**

10. Option Agreement dated October 15, 2004 between Kemess Mines Ltd. and David L. Cooke.
11. Option Agreement dated December 3, 1990 between Rio Algom Exploration Inc., DLC Syndicate I (1985) Exploration Limited Partnership and David L. Cooke, as amended by

letter agreement dated December 9, 1991 between DLC Syndicate 1 (1985) Exploration Limited Partnership, David L. Cooke, and Rio Algom Exploration Inc.

### **Miscellaneous Agreements**

12. Collective Agreement Jan 1, 2011 - Dec 31, 2013 undated between Northgate Minerals Corporation and International Union of Operating Engineers, Local 115.
13. Memorandum of Understanding dated March 3, 2014 between AuRico and the International Union of Operating Engineers, Local 115.
14. Contract No. 2015-01 Diamond Drilling Agreement Kemess East Project dated February 23, 2015 between AuRico Gold Inc. and Driftwood Diamond Drilling.
15. Contract No. 2015-01 Silver King Helicopters Agreement Kemess East Project dated February 23, 2015 between AuRico Gold Inc. and Silver King Helicopters.
16. Facility Crossing Agreement dated May 19, 2015 between AuRico Gold Inc. and Prince Rupert Gas Transmission Limited Partnership by its general partner Prince Rupert Gas Transmission Ltd.
17. Electricity Supply Agreement dated December 1, 2012 between British Columbia Hydro and Power Authority and AuRico Gold Inc.
18. BC Hydro Real Time Operations Operating Order 3T-KMI-01 AuRico Gold Inc. Substation (Supersedes 3T-KMI-01 issued 27 January 2014) dated April 28, 2014.
19. Lease dated April 25, 2013 between AuRico Gold Inc. and Terrane Metals Inc.
20. Canadian National Railway Company Siding Agreement (Material Rental) TS 433 (SAP 3038160) dated October 1, 2011.
21. Road Use Agreement dated April 22, 2013 between Silva Bitotech Inc. and AuRico Gold Inc.
22. Road Use Agreement dated April 22, 2013 between RGM Holdings Inc. and AuRico Gold Inc.
23. Road Use Agreement dated April 11, 2013 between Duz Cho Construction Ltd. and AuRico Gold Inc.
24. Road Use Agreement dated April 18, 2013 between Duz Cho Logging Ltd. and AuRico Gold Inc.
25. Road Use Agreement dated April 19, 2013 between K&D Holdings Ltd. and AuRico Gold Inc.

26. Omineca Resource Access Road Ministry of Transportation and Infrastructure AuRico Gold Inc. Agreement for Improvements, Constructions, Use and Maintenance undated between the Ministry of Transportation and Infrastructure and AuRico Gold Inc.
27. Air Services Agreement dated April 1, 2009 between Northgate Minerals Corporation and Northern Thunderbird Air Incorporated.
28. Catering and Camp Services Agreement dated November 1, 2009 between Northgate Minerals Corporation and Compass Group Canada Limited, as amended by letter agreement dated November 3, 2009 between Northgate Minerals Corporation and Compass Group Canada Limited, and change orders dated July 20, 2011 and July 10, 2014.
29. Lease of Office Space Multi-Tenant Office Building dated April 22, 2015 between United Kingdom Building Limited and AuRico Gold Inc. in respect of Suite 401 - 409 Granville Street, Vancouver BC V6C 1T2.
30. Consulting Agreement dated July 11, 2011 between Northgate Minerals Corporation and Linda Hodgson, as amended by an e-mail from AuRico (Peter MacPhail) to Linda Hodgson on April 24, 2012.
31. Consulting Services Agreement dated February 1, 2014 between 31982 Yukon Inc. (operating as Tintina Consultants) and AuRico Gold.

**SCHEDULE F**  
**ADDITIONAL NEW AURICO PROPERTY AND ASSETS**

1. Infrastructure that is part of the Kemess Project but located outside of the claim boundaries.
2. Concentrate load out facility in McKenzie, including the contract with Terrane Metals Inc. for their use of same (see Schedule E for description of contract).
3. 230kv Powerline from McKenzie Substation to Kemess Project.

**SCHEDULE G**  
**ALLOCATION OF CONSIDERATION**

*[Commercially sensitive tax information redacted]*

**SCHEDULE H  
AURICO DISCLOSURE LETTER**

**[FOLLOWS ON NEXT PAGE]**

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## AuRico Disclosure Letter

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April 12, 2015

### **STRICTLY PRIVATE AND CONFIDENTIAL**

Alamos Gold Inc. (“**Alamos**”)

Dear Sirs/Mesdames:

**Re: Arrangement involving AuRico Gold Inc. (“AuRico”) and Alamos.**

This disclosure letter is being furnished to Alamos in relation to the arrangement agreement dated as of the date hereof between AuRico and Alamos (the “**Arrangement Agreement**”). This disclosure letter discloses, in writing, to Alamos, the disclosures, exceptions and exclusions contemplated or permitted by the Arrangement Agreement. The numbering of the paragraphs of this disclosure letter correspond to the relevant section numbers and paragraph letters in the Arrangement Agreement.

This disclosure letter is qualified in its entirety by reference to the Arrangement Agreement, and is not intended to constitute, and shall not be construed as constituting, representations or warranties of AuRico, except as and to the extent provided in the Arrangement Agreement. Items and information disclosed herein in response to provisions in the Arrangement Agreement that are qualified by “materiality” and “Material Adverse Effect” and similar qualifications are not necessarily material. The mere inclusion of an item in this disclosure letter (including the schedules hereto) as an exception to a provision will not be deemed an admission by AuRico that such item (or any non-disclosed item or information of comparable or greater significance) is required to be disclosed in connection with the representations, warranties or covenants made by the parties in the Arrangement Agreement or represents a material exception or fact, event or circumstance or that such item has had, or would reasonably be expected to have, a Material Adverse Effect in respect of AuRico.

The information contained in any part of this disclosure letter (including the schedules hereto) is disclosed solely for the purposes of the Arrangement Agreement and descriptions or terms of agreements and documents herein are summaries only and are qualified in their entirety by the specific terms of such agreements and documents. No reference herein to any agreement or document shall be construed as an admission or indication by any party to the Arrangement Agreement to any third party of any matter whatsoever, including, without limitation, that such agreement or document is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document, except as otherwise explicitly set forth in this disclosure in writing or the Arrangement Agreement. No disclosure herein relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

The parties acknowledge that the information in this disclosure letter is confidential, proprietary information of AuRico and, if disclosed, would be seriously prejudicial to the interests of AuRico. Alamos shall not, without the prior written consent of AuRico (such consent not to be unreasonably delayed, conditioned or withheld), disclose all or any portion of this disclosure in writing.

All capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Arrangement Agreement. The headings contained in this disclosure letter (including the schedules hereto) are for the convenience of reference only and shall not be deemed to modify or influence the interpretation of the Arrangement Agreement or the information contained herein.

**1.1 (xxxxx) “Excluded Taxes”**

[Redacted - Commercially sensitive information]

**1.1 (eeeeee) “Indemnified Liabilities”**

[Redacted - Commercially sensitive information]

**1.1 (rrrrrr) “New AuRico Liabilities”**

[Redacted - Commercially sensitive information]

**1.1 (ssssss) “New AuRico Property”**

[Redacted - Commercially sensitive information]

**1.10 Knowledge**

Scott Perry - President and Chief Executive Officer

Robert Chausse - Executive Vice President and Chief Financial Officer

Peter MacPhail - Executive Vice President and Chief Operating Officer

Chris Bostwick - Senior Vice President, Technical Services

Luis Chavez - Senior Vice President, Mexico

Chris Rockingham - Vice President, Exploration and Business Development

Chris Richter - Senior Vice President, Corporate Development

Charlene Milner - Senior Vice President, Finance

Anne Day - Vice President, Investor Relations and Communications

**2.11 - New AuRico Employees**



**[Redacted - Commercially sensitive information]**

### **3.2 (a) Organization**

1. AuRico owns 50% of the outstanding shares of Nayarit Gold de Mexico, S.A. de C.V (“Nayarit”).

### **3.2 (c) Authority**

1. (i)(C) Consent is required pursuant to the AuRico Credit Facility, otherwise AuRico would be in default of such agreement.
2. (ii) Consent is required pursuant to the AuRico Credit Facility, otherwise AuRico would be in default of such agreement.
3. (iv) The execution by AuRico of the Agreement may result in payments to the following individuals pursuant to the employment agreements of such individuals:
  - a) Scott Perry;
  - b) Chris Bostwick;
  - c) Robert Chausse;
  - d) Luis Chavez;
  - e) Anne Day;
  - f) Peter MacPhail;
  - g) Charlene Milner;
  - h) Chris Richter; and
  - i) Chris Rockingham.

(iv) The execution by AuRico of the Agreement may result in the acceleration of the time of payment or the vesting of benefits provided under AuRico’s 2013 Long-Term Incentive Plan.

### **3.2 (e) AuRico Subsidiaries**

1. AuRico owns a 19.9% interest in Carlisle Goldfields Limited and a 25% interest in the Lynn Lake Gold Camp. AuRico also has immaterial interests in Aurion Resources Ltd., Highvista Gold Inc., Independence Gold Corp. and Rapier Gold Inc.
2. Refer paragraph 3.2(a)(1) regarding AuRico’s ownership of Nayarit.

### **3.2 (h) Absence of Changes**

**[Redacted - Commercially sensitive information]**

### **3.2 (j) Employment Agreements**

**[Redacted - Commercially sensitive information]**

### **3.2 (n) Interest in Properties and Mineral Rights**

[Redacted - Commercially sensitive information]

### **3.2 (p) Marketing of Production**

[Redacted - Commercially sensitive information]

### **3.2 (q) Off Balance Sheet Transactions**

1. AuRico has various operating leases for offices, buildings, and equipment that are not material and are entered into in the ordinary course of business.
2. AuRico is party to USD/CAD and USD/MXN foreign exchange collar contracts with The Bank of Nova Scotia.

### **3.2 (r) Title and Rights re: Other Assets**

1. Refer to paragraph 3.2(n)(3) of this disclosure letter.

### **3.2 (x) Aboriginal and Ejido Affairs and Social Security**

[Redacted - Commercially sensitive information]

### **3.2 (y) Tax Matters**

[Redacted - Commercially sensitive information]

### **3.2(z) Non-arm's length transactions**

[Redacted - Commercially sensitive information]

### **3.2 (aa) Pension and Employee Benefits**

1. (i) List of AuRico Benefits Plans:
  - a) Great-West Life supplied Employee Group Benefit Plan (includes life insurance, long-term disability, health (including vision), dental and AD&D insurance);
  - b) Manulife supplied group RRSP (4-9% employee earnings contribution limit based on employee group; 100% employer match);
  - c) Manulife supplied group Non-Registered Retirement Savings Plan (NRSP) (9% employee earnings contribution limit – in combination with RRSP contributions; 100% employer match);
  - d) Employee Share Purchase Plan (10% employee salary contribution limit, 75% employer match);
  - e) Long-Term Incentive Plan (includes stock options, performance share units, restricted share units, and deferred share units);
  - f) Dividend Reinvestment Plan;
  - g) Long-Term Incentive Retention Plan (2008 initiated retention arrangement for select employees; 5 employees continue with accrued benefits; total payout approximately \$625,000 (majority is due as of December 31, 2015);

- h) Defined contribution pension plans for two former Northgate Minerals Corporation employees; and
- i) Supplemental life and disability insurance policies for executives.

**3.2 (ii) No Broker's Commission**

- 1. Engagement Letter with Scotia Capital dated April 8, 2015.

**3.2 (qq) Confidentiality Agreement**

**[Redacted - Commercially sensitive information]**

**3.2 (rr) Commodity Linked Agreements**

- 1. Various royalties, rights of first refusal and agreements with First Nations referenced in this disclosure letter.

**4.9 Employment Matters**

- 1. **[Redacted - Commercially sensitive information]**
- 2. (c) Please see Schedule B to this disclosure letter.
- 3. (d) Please see Schedule C to this disclosure letter.

**SCHEDULE “A”**

**[Redacted - Commercially sensitive information]**

**SCHEDULE "B"**

**[Redacted - Commercially sensitive information]**

**SCHEDULE “C”**

**[Redacted - Commercially sensitive information]**

**SCHEDULE I**  
**BASIC TERMS OF JOINT VENTURE AGREEMENT**

The Joint Venture Agreement required to be entered into pursuant to Article 12 shall contain, however not exclusively, provisions on and with regard to matters set out below:

- 1) The Joint Venture Agreement shall, appoint New AuRico as operator of the Joint Venture (the “**Operator**”). The Operator, shall solely be responsible for and operate all work programs of the Joint Venture. For greater certainty, New AuRico shall at all times by the Operator (unless New AuRico determines, in its sole discretion, to appoint another Person as Operator).
- 2) The activities of the Joint Venture will be directed by a management committee (“**Management Committee**”) made up of representatives of each Party holding votes in proportion to the respective interest of each of the Parties. Decisions of the Management Committee shall be by majority vote Quorum for a meeting of the Management Committee shall include at least one representative of each participant that holds at least 41% participating interest.
- 3) Prior to November 30 of each year, the Operator shall submit a work program and budget for the next ensuing calendar year to the Management Committee. The Management Committee shall meet and shall decide to accept such program or modification of same within a month after the budget is submitted by the Operator. If a Party to the Joint Venture fails to participate in the funding of the approved work program in proportion to its interest, it will be diluted according to the calculation in Section 10 of this Schedule.
- 4) All costs incurred by the Joint Venture for the exploration and development of Kemess East and the subsequent operation of a mining venture shall be funded by each Party in proportion to its interest and in accordance with the agreed work plan and budget.
- 5) The Operator shall be entitled to charge to the Joint Venture a management fee equal to 15% of all allowable costs (to be defined in the Joint Venture Agreement) incurred during the exploration stage and development stage and 10% of all allowable costs incurred during the mining operation stage.
- 6) The Joint Venture Agreement shall provide for and include provisions on New AuRico’s right of first refusal to AuRico’s interest if AuRico decides to dispose of its interest. The Joint Venture Agreement shall provide for and include provisions on New AuRico’s Buy Back Right
- 7) Each Party shall have the right to transfer or dispose of its interest to one or more wholly-owned subsidiaries, subject to each subsidiary becoming a party to the Joint Venture and the execution of appropriate guarantees by the relevant parent.
- 8) The Joint Venture Agreement shall contain provisions on the following: if a party (the diluting party) to the Joint Venture Agreement fails to contribute its full funding amount to an approved program/budget, the interest of such party shall be recalculated from time to time according to the following formula:

$$A = \frac{B}{(B+C)} \times \frac{100}{1}$$

Where A is the recalculated interest of the diluting party;

B is the cumulative expenditure of the diluting party in respect of the Joint Venture; and

C is the cumulative expenditure of the non-diluting party/ies in respect of the Joint Venture

The non-diluting party's interest will be increased by the same amount as the diluting party's interest is decreased. If there are two or more non-diluting parties, they shall have their interests increased proportionate to their respective interests.

For the purposes of determining a Party's expenditure as at the date of the formation of the Joint Venture, AuRico's expenditure shall be deemed to be the Earn-In Hurdle Amount and the New AuRico's expenditure shall be deemed to be the amount determined by multiplying the Earn-In Hurdle Amount by 1.7. In no event shall AuRico's initial interest as at the time of the formation of the Joint Venture be less than 30% or greater than 40%.

Under no circumstance will New AuRico be diluted down to below a 60% interest and under no circumstance will AuRico have greater than a 40% interest.

9) The Joint Venture Agreement shall also contain and include customary provisions with regard to:

- a. Confidentiality;
- b. Limitations on encumbrances on the property and interests by AuRico;
- c. Management Committee Duties and Procedures;
- d. Responsibilities (including the reporting obligations of the Operator to the Management Committee) and indemnification of the Operator;
- e. The assumption of liabilities with respect to the Kemess East Project by each of AuRico and New AuRico in proportion to their Interest;
- f. Acquisitions by AuRico of additional claims, leases or properties within a defined Area of Interest;
- g. Force Majeure; and
- h. Dispute Resolution.



**SCHEDULE J**  
**ASSUMED PERMITS**

1. Project Approval Certificate M96-03 for Kemess South;
2. Joint British Columbia Environmental Assessment Act and Canadian Environmental Assessment Act 2012 Application for Kemess Underground;
3. *Mines Act* Permit M-206 (as amended);
4. *Mines Act* Permit MX-13-69 (amended for period May 24, 2010 - Dec 31, 2012);
5. Explosives Storage & Use Permit No. 682;
6. Section 16 *Environmental Management Act* Effluent Permit 15335 (as amended Oct 21, 2009, Oct 18, 2011, Dec 20, 2011 and Sept 6, 2013);
7. Section 14 *Environmental Management Act* Permit No. 14928;
8. Conditional Water Licence No.: 110454;
9. Conditional Water Licence No.: 118554 (as amended);
10. Licence of Occupation No. 703548;
11. Licence of Occupation No. 703497;
12. Boiler, Pressure Vessel or Refrigeration Operating Permit Nos.: 2286194, 2294339 to 2294346, 2294349, 2294351, 2294353, 2294355, 2294358, 2294360, 2294361, 2294363, 2294365 to 2294374, 2294376, 2294378, 2294380 to 2294382;
13. Ministry of Transportation Permit No. 2011-06003;
14. Ministry of Transportation Permit No.: 10943.0 (File: 04-23-10943);
15. Road Use Permit Nos.: 01-7829.01-99, 01-7829.08-99, 01-9147.01-99;
16. Road Use Permit No: 01-S22414-97;
17. Road Use Permit Nos.: 02-7829.03-96, 01-R06855-96, 02-7829.04-96, 01-R01883-96, 01-R07340-96;
18. Road Use Permit No OTHO8003;
19. Special Use Permit No. S24513; and
20. Special Use Permit No. S22850.

**SCHEDULE K**  
**EMAIL AND WEBSITE DATA TRANSITION TO AURICO**

**1. Matters to be accessed or transitioned:**

(a) New AuRico shall provide, or cause to be provided, access to the New AuRico Email User Accounts and Mailboxes of those employees of AuRico immediately prior to the Effective Date who will be employees of Amalco on or after the Effective Date (the “**AuRico Email Accounts**”):

(b) New AuRico shall provide, or cause to be provided, access to the following data pertaining to the website <http://www.auricogold.com> (the “**AuRico Websites**”): [NTD: **Insert a list of any other websites whose data will be transferred to AuRico.**],

**2. Transition Process**

New AuRico will use commercially reasonable efforts to arrange for AuRico to have possession of the email and website servers relating to the AuRico Email Accounts and the AuRico Websites and all email and website data with respect thereto as at the Effective Date, excluding only emails pertaining exclusively to the New AuRico Property and except for emails deleted by users in the ordinary course prior to the transfer date.

To the extent that any access to any New AuRico asset is provided to AuRico, AuRico shall use commercially reasonable efforts to ensure that each of its authorized representatives shall (a) conduct himself or herself in a businesslike manner at all times, and (b) comply with all reasonable policies, procedures and standards, as amended from time to time, of New AuRico. AuRico shall ensure that each of its authorized representatives who accesses the New AuRico IT systems maintains the confidentiality of all confidential information of New AuRico communicated to them in the course of such access and shall cause such representatives to refrain from accessing or using the IT systems of New AuRico for any purposes other than as required to receive the access, data and services contemplated in this Schedule.