

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT (this "**Agreement**") made as of the 2nd day of July, 2019.

B E T W E E N:

2670568 ONTARIO LIMITED

(hereinafter referred to as the "**Covenantor**")

- and -

RESOLUTE FP CANADA INC.

(hereinafter referred to as the "**Covenantee**")

WHEREAS the Covenantor is the owner in fee simple of the lands legally described in Schedule A hereto (the "**Burdened Land**");

AND WHEREAS the Covenantee is the owner in fee simple of the lands legally described in Schedule B hereto (the "**Benefiting Land**");

AND WHEREAS the Covenantor has represented and warranted to the Covenantee that following the purchase by the Covenantor from the Covenantee of the Burdened Land, the Covenantor will redevelop the closed and non-operational pulp and paper mill located on the Burdened Land for purposes other than a pulp and paper mill.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) now paid by the Covenantee to the Covenantor and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Covenantor, the Covenantor hereby covenants and agrees with the Covenantee as follows:

1. Restrictive Covenants

The Covenantor covenants and agrees with the Covenantee for the benefit of the Benefiting Land and every part thereof and for the benefit of the Covenantee and its Affiliates (as defined below) that the Covenantor shall not, as a principal, shareholder, partner, investor, subcontractor, consultant, agent, lender, creditor, advisor or in any other capacity whatsoever, or in partnership, jointly, in conjunction with or otherwise in connection with any Person (as defined below), directly or indirectly:

- (a) use, or permit to be used, the Burdened Land or any part thereof or the equipment located on the Burdened Land or any part thereof to manufacture the following products that would compete with the Covenantee or any of its Affiliates' current business or any part thereof: (i) newsprint; (ii) uncoated mechanical paper; (iii) coated mechanical paper; (iv) recycled market pulp; (v) kraft market pulp; and (vi) tissue;
- (b) without limiting the generality of Section 1(a), sell, transfer or otherwise assign the paper machine located on the Burdened Land, unless it is sold, transferred or assigned for "scrap" only except if the parts of the paper machine are sold in a

disassembled state to different third parties, and the parts sold to any given third party (or any of its Affiliates) under one or more transactions, would not allow any one or more of such third parties to reassemble and/or operate such paper machine;

- (c) for a period of ten (10) years following the date of this Agreement, directly or indirectly: (i) interfere with the relationship between the Covenantee and the Government of Ontario; or (ii) engage in, assist others or take any action to solicit, induce, encourage or attempt to influence the Government of Ontario, in the case of both paragraphs (i) and (ii), to reduce, redirect or change the allocation of fiber on which the Covenantee and its Affiliates rely, notwithstanding any change in the Covenantee's and its Affiliates' operating parameters during such 10-year period. As a condition precedent to any sale to or use by any other party of the Burdened Land or any other assets purchased by the Covenantor on the date of this Agreement from the Covenantee during such 10-year period, the Covenantor shall ensure that any such party also agrees to be bound by the covenants contained in this Section 1(c) directly in favour of the Covenantee and its Affiliates; and
- (d) sell, alienate, assign, transfer, exchange, lease or otherwise dispose of all of the Burdened Land or any substantial portion thereof without first having obtained an undertaking by the acquiror in favour of the Covenantee and its Affiliates (and providing the Covenantee with written evidence thereof) that such acquiror will comply with the Covenantor's covenants set forth in this Agreement including an undertaking to obtain a similar undertaking from a subsequent acquiror. In such case, and provided that the acquiror is not an Affiliate of the Covenantor, the Covenantor shall be released from any further liability under this Agreement with respect to the Burdened Land, except for defaults which occur prior to the transfer to the acquiror.

In this Agreement, "Affiliate" of a party means any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party and "Person" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with judicial personality or governmental authority and pronouns which refer to a Person shall have a similarly extended meaning.

2. Burden and Benefit

(a) To the fullest extent permitted by applicable laws, the covenants set out in Section 1 shall run with, bind and burden the Burdened Land and every part thereof and shall be binding on:

- (i) the owner at any time and from time to time of the Burdened Land; and
- (ii) the successors, assigns, tenants, licensees and occupants of the Burdened Land under the owner of the Burdened Land, or any principal, shareholder, partner, investor, subcontractor, consultant, agent, lender, creditor, advisor or any other Person in any capacity whatsoever, or in partnership, jointly, in conjunction with or otherwise in connection with any Person, directly or indirectly of the owner of the Burdened Land.

(b) To the fullest extent permitted by applicable laws, the covenants set out in Section 1 shall run with, be annexed to and benefit the Benefiting Land and every part thereof and shall be for the benefit of:

- (i) the owner at any time and from time to time of the Benefiting Land; and
- (ii) the successors, assigns, tenants, licensees and occupants of the Benefiting Land under the owner of the Benefiting Land.

3. **Representations and Warranties**

(a) The Covenantor hereby represents and warrants as follows to the Covenantee and acknowledges that the Covenantee is relying upon such representations and warranties:

- (i) **Incorporation and Formation.** The Covenantor is a corporation validly existing under the laws of its governing jurisdiction and has the necessary corporate authority, power and capacity to own and operate its property, carry on its business and to enter into and perform its obligations and liabilities under this Agreement;
- (ii) **Corporate and Other Authorization.** The execution and delivery of this Agreement, and the performance by the Covenantor of its obligations and liabilities under this Agreement has been duly and validly authorized by all requisite necessary corporate, partnership or other action and proceedings by the Covenantor;
- (iii) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Covenantor and constitutes a legal, valid and binding agreement of the Covenantor, subject only to any limitation under applicable laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar applicable laws of general application affecting the enforcement of creditors' rights; and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (iv) **No Conflict.** The execution and delivery of this Agreement by the Covenantor, and the performance by the Covenantor does not and will not constitute or result in a violation or breach of, or conflict with, or default under, or allow any Person to exercise any rights under, any of the terms and conditions of: (i) its constating documents or by-laws; (ii) any agreement, instrument, indenture, judgment or order binding on it; or (iii) any applicable laws; and
- (v) **Insolvency Proceedings.** No attachments, execution proceedings, assignments for the benefits of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or, to the Covenantor's knowledge, threatened against the Covenantor, and the Covenantor (i) is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada); (ii) has not made an assignment in favour of its creditors or a

proposal in bankruptcy to its creditors or any class thereof; (iii) has not had any petition for a receiving order presented in respect of it; and (iv) has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding-up, liquidation or dissolution.

4. Acknowledgements of Covenantor

The Covenantor acknowledges and agrees that:

- (a) the Covenantantee would not have entered into the sale of the Burdened Land to the Covenantor had the Covenantor not agreed to be bound by the covenants contained in this Agreement; and
- (b) the covenants contained in this Agreement are separate and independent of any covenants contained in any other agreement between the parties or any of them whether entered into prior to, contemporaneously with or following the date hereof.

5. Reasonableness

The Covenantor acknowledges and agrees that the scope of the covenants set forth in Section 1 is fair, reasonable and valid, and is reasonably required for the protection of the Covenantantee and its Affiliates. The Covenantantee acknowledges and agrees that it has received full consideration for the covenants set forth in Section 1 and that the covenants of the Covenantor in Section 1 are an essential condition to the sale of the Burdened Land by the Covenantantee to the Covenantor on the date of this Agreement.

6. Limitation of Scope

If any of the provisions in Section 1 shall be determined by a court of competent jurisdiction to be invalid because the scope of any restriction is too broad, then the parties hereto expressly authorize such court to reduce the scope of those restrictions as such court may determine. The invalidity in whole or in part of any of the restrictive covenants identified in this Agreement shall not affect the validity of the other restrictive covenants or the remaining portion of the restrictive covenants herein contained.

7. Remedies

(a) The Covenantor acknowledges and agrees that compliance with its obligations under Section 1 is a material consideration of the sale of the Burdened Land to the Covenantor on the date of this Agreement and that a specific covenant of the Covenantor to guaranty the performance of such obligations is appropriate.

(b) The Covenantor understands and agrees that the Covenantantee and its Affiliates will suffer immediate and irreparable harm in the event that the Covenantor breaches any of the terms set out in Section 1 and that monetary damages shall be insufficient to compensate for the breach. Accordingly, the Covenantor agrees that, in the event of a breach or anticipated or threatened breach by it of any of the terms of Section 1, the Covenantantee and its Affiliates, in addition to and not in limitation of any other rights, remedies or damages available to the Covenantantee under any agreement between the Covenantor and the Covenantantee in respect of

the sale of the Burdened Land by the Covenantor to the Covenantee, at law or in equity shall be entitled to an interim injunction, interlocutory injunction, permanent injunction and such other relief as may be decreed or issued by any court of competent jurisdiction in order to prevent or to restrain any such breach by the Covenantor, without having to prove damages and without the requirement of posting a bond or security for costs.

8. Amendment and Waiver

(a) This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the Covenantor and the Covenantee.

(b) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.

9. Expiration

Unless otherwise stated herein, the burden of the restrictive covenants contained in this Agreement shall run with the Burdened Land from the date hereof until the date that is 99 years after the date hereof and thereafter the provisions hereof will be of no further effect and the owner of the Burdened Land shall then be entitled to delete these restrictive covenants from title to the Burdened Land without the consent of the owner of the Benefiting Land.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

11. Registration

The Covenantor agrees to register, or cause to be registered, this Agreement on title to the Burdened Land.

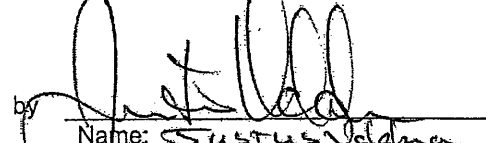
12. Counterpart Execution

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Covenantor and the Covenantee have executed this Agreement as of the date written above.

2670568 ONTARIO LIMITED

by 
Name: Sustus Veldner
Title: President
I have authority to bind the Corporation.

RESOLUTE FP CANADA INC.

by _____
Name: _____
Title: _____
I have authority to bind the Corporation.

IN WITNESS WHEREOF the Covenantor and the Covenantee have executed
this Agreement as of the date written above.

2670568 ONTARIO LIMITED

by _____

Name:

Title:

I have authority to bind the Corporation.

RESOLUTE FP CANADA INC.

by _____

Name:

Title:

Ken G. Calonge
Vice-President and Chief Financial Officer
I have authority to bind the Corporation.

SCHEDULE A

LEGAL DESCRIPTION OF THE BURDENED LAND

FIRSTLY:

PIN #56018-0107(LT)

PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 219 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 5 & 6 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES

SECONDLY:

PIN #56018-0109(LT)

PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78624 PT 5, 48R3853; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78624 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78624 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES

THIRDLY:

PIN #56018-0110(LT)

PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2355; FORT FRANCES

FOURTHLY:

PIN #56018-0111(LT)

PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT5934; FORT FRANCES

FIFTHLY:

PIN #56018-0112(LT)

PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES

SIXTHLY:

PIN #56018-0113(LT)

PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 50 FEET IN PERPENDICULAR DEPTH; FORT FRANCES

SEVENTHLY:

PIN #56018-0114(LT)

PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES

EIGHTHLY:

PIN #56018-0484(LT)

PCL M-4 SEC ALBTP; W 50 FT LT M TOWN PLOT ALBERTON; FORT FRANCES

NINTHLY:

PIN #56018-0486(LT)

PCL M-6 SEC ALBTP; LT Q TOWN PLOT ALBERTON; LT S TOWN PLOT ALBERTON; LT T TOWN PLOT ALBERTON; LT V TOWN PLOT ALBERTON SRO; PT LT W TOWN PLOT ALBERTON SRO; PT LT P TOWN PLOT ALBERTON; PT LT R TOWN PLOT ALBERTON PT 1, 2 & 3, 48R3454; S/T A38152; FORT FRANCES

TENTHLY:

PIN #56018-1177(LT)

PCL BLK 4-1-6 SEC M68; PT THIRD ST BLK 4 PL M68 MCIRVINE LYING E CENTRAL AV TO E LIMIT LT 14 CLOSED BY BYLAWS NO. 663 & 1002 AS IN SLT15214 & SLT24736; LT 1 BLK 4 PL M68 MCIRVINE; LT 2 BLK 4 PL M68 MCIRVINE; PT LT 3 BLK 4 PL M68 MCIRVINE; PT LT 4 BLK 4 PL M68 MCIRVINE; PT LT 5 BLK 4 PL M68 MCIRVINE; PT LT 6 BLK 4 PL M68 MCIRVINE; PT LT 7 BLK 4 PL M68 MCIRVINE; PT LT 8 BLK 4 PL M68 MCIRVINE; PT LT 9 BLK 4 PL M68 MCIRVINE PT 1 48R2936 & THE N 2 FT OF LT 3 W OF THE CNR RIGHT OF WAY; E 20 FT LT 10 BLK 4 PL M68 MCIRVINE EXCEPT PT 1 48R3590; LT 11 BLK 4 PL M68 MCIRVINE; LT 12 BLK 4 PL M68 MCIRVINE; LT 13 BLK 4 PL M68 MCIRVINE; LT 14 BLK 4 PL M68 MCIRVINE; LT 15 BLK 4 PL M68 MCIRVINE; S/T A71505; FORT FRANCES

ELEVENTHLY:

PIN #56018-1188(LT)

PCL BLK 4-23-2 SEC M68; LT 23 BLK 4 PL M68 MCIRVINE; LT 24 BLK 4 PL M68 MCIRVINE; LT 25 BLK 4 PL M68 MCIRVINE; LT 26 BLK 4 PL M68 MCIRVINE EXCEPT PT 10, 48R3590; FORT FRANCES

TWELFTHLY:

PIN #56018-1207(LT)

PCL BLK 5-26-1 SEC M68; FIRSTLY; LT 1 BLK 5 PL M68 MCIRVINE; LT 2 BLK 5 PL M68 MCIRVINE; LT 3 BLK 5 PL M68 MCIRVINE; LT 4 BLK 5 PL M68 MCIRVINE; LT 5 BLK 5 PL M68 MCIRVINE; LT 6 BLK 5 PL M68 MCIRVINE; LT 7 BLK 5 PL M68 MCIRVINE; LT 8 BLK 5 PL M68 MCIRVINE; LT 11 BLK 5 PL M68 MCIRVINE; LT 12 BLK 5 PL M68 MCIRVINE; LT 13

BLK 5 PL M68 MCIRVINE; LT 14 BLK 5 PL M68 MCIRVINE; LT 15 BLK 5 PL M68 MCIRVINE; LT 26 BLK 5 PL M68 MCIRVINE; SECONDLY; LT 9 BLK 5 PL M68 MCIRVINE; LT 10 BLK 5 PL M68 MCIRVINE EXCEPT PT 1 & 2, 48R1059; THIRDLY; LT 25 BLK 5 PL M68 MCIRVINE EXCEPT PT 2, 48R3785; 20 FT LANE BLK 5 PL M68 MCIRVINE LYING BTN FIRST ST E & LANE LYING N THEREOF PARALLEL TO FIRST ST E CLOSED BY SLT98950 ABUTTING LT 26 BLK 5 PL M68; PT LANE BLK 5 PL M68 MCIRVINE CLOSED BY A76285 BEING PT 1, 48R3785; FORT FRANCES

THIRTEENTHLY:

PIN #56018-1211(LT)

PCL BLK 6-13-1 SEC M68; LT 13 BLK 6 PL M68 MCIRVINE; LT 14 BLK 6 PL M68 MCIRVINE; LT 15 BLK 6 PL M68 MCIRVINE; LT 16 BLK 6 PL M68 MCIRVINE; LT 17 BLK 6 PL M68 MCIRVINE PT 1, 2, 3, 4 & 5, 48R2389; FORT FRANCES

FOURTEENTHLY:

PIN #56018-1212(LT)

PCL BLK 6-1-4 SEC M68; FIRSTLY; PT LT 1 BLK 6 PL M68 MCIRVINE; PT LT 2 BLK 6 PL M68 MCIRVINE; PT LT 3 BLK 6 PL M68 MCIRVINE PT 5, 48R2935; SECONDLY; PT LT 1 BLK 6 PL M68 MCIRVINE; PT LT 2 BLK 6 PL M68 MCIRVINE LYING E PT 5, 48R2935 EXCEPT S 1 FT LT 2 FRONT TO REAR; FORT FRANCES

FIFTEENTHLY:

PIN #56018-1217(LT)

PCL BLK 6-25-2 SEC M68; LT 25 BLK 6 PL M68 MCIRVINE; E32 FT 8" LT B PL SM110 MCIRVINE; FORT FRANCES

SIXTEENTHLY:

PIN #56018-1219(LT)

PCL BLK 6-5-2 SEC M68; LT 5 BLK 6 PL M68 MCIRVINE; LT 6 BLK 6 PL M68 MCIRVINE; LT 7 BLK 6 PL M68 MCIRVINE; LT 8 BLK 6 PL M68 MCIRVINE; LT 9 BLK 6 PL M68 MCIRVINE; PT LT 10 BLK 6 PL M68 MCIRVINE COMMENCING N LIMIT SCOTT ST WHERE IT IS INTERSECTED BY THE LINE BTN LT 9 & 10 THENCE SELY ALONG SAID N LIMIT OF SCOTT ST 25 FT; THENCE NELY PARALLEL TO LINE BTN LT 9 & 10 TO A POINT ON THE LINE BTN LT 10 & 11; THENCE N ALONG SAID LINE BTN LT 10 & 11 TO A LANE AT REAR OF SAID LOTS; THENCE ALONG SW LIMIT OF LANE TO LINE BTN LT 9 & 10; THENCE ALONG THE SAID LINE SWLY TO PLACE OF BEGINNING; FORT FRANCES

SEVENTEENTHLY:

PIN #56018-1237(LT)

PCL STREET-4 SEC M68; PT HUDSON'S BAY COMPANY'S RESERVE; PT LANE LYING BTN E LIMIT OF LT 1 TO 10 & W LIMIT OF LT 11 & 26 BLK 4 M68; PT LANE LYING BTN S

LIMIT OF LT 11 TO 18 & N LIMIT OF LT 19 TO 26 BLK 4 M68; MCIRVINE PT 3, 4, 5, 6 & 8, 48R3590; BYLAW 54/95 TO ASSUME AS IN A63858; BYLAW 54/95 TO STOP UP AND CLOSE AS IN A63859; S/T EASEMENT OVER PT 4 & 8 AS IN A71504; FORT FRANCES

EIGHTEENTHLY:

PIN #56018-2015(LT)

PCL 211-3 SEC ALBTP; LT 211 TOWN PLOT ALBERTON; LT 212 TOWN PLOT ALBERTON; LT 230 TOWN PLOT ALBERTON EXCEPT PT 7, 48R3852; FORT FRANCES

NINETEENTHLY:

PIN #56018-2016(LT)

PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES

TWENTIETHLY:

FIRSTLY: PIN 56018-2246 (LT)

BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R982 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PT 1, 48R2964; PT UNDESIGNATED LANDS MCIRVINE PT 4, 5 & 6, 48R3453; TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

SECONDLY, PART OF PIN 56018-0083 (LT)

PART OF UNDESIGNATED LAND, BEING PARTS 11 AND 12, PLAN 48R-4583, PART OF UNDESIGNATED LAND AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, TOWN PLOT OF ALBERTON, BEING PART 14, PLAN 48R-4583, TOWN OF FORT FRANCES; AND PART OF FRONT STREET, CLOSED BY-BY-LAW NO. 35 REGISTERED AS A57368, TOWN PLOT OF ALBERTON BEING PART 15, PLAN 48R-4583, TOWN OF FORT FRANCES

TWENTY-FIRSTLY:

PIN #56019-0520(LT)

PCL BLK 1-2 SEC SM149; BLK 3 PL SM149 MCIRVINE EXCEPT SLT45041; FORT FRANCES

TWENTY-SECONDLY:

PIN #56018-0169(LT)

PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A64149; FORT FRANCES

TWENTY-THIRDLY:

PIN #56018-0170(LT)

PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES

TWENTY-FOURTHLY

PIN #56018-0312(LT)

PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1559; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES

TWENTY- FIFTHLY:

PIN #56018-0345(LT)

PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 16 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10531; FORT FRANCES

TWENTY- SIXTHLY:

PIN #56018-2007(LT)

PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8747; FORT FRANCES

TWENTY- SEVENTHLY:

PIN #56018-2008(LT)

PCL 53-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES

TWENTY- EIGHTHLY:

PIN #56018-2292 (LT)

LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 6 48R1559; LOTS 95-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R832; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT Z ALBERTON ABOVE THE FALLS; FRONT STREET

TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PT 1 48R2985 CLOSED BY BYLAW AS IN A47536, FF1568, FF532; PARTS 1-9 48R3451 CLOSED BT BYLAW AS IB A57368; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 56.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 26 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, SAVE AND EXCEPT PT 31, 48R-4583; AND SAVE AND EXCEPT PARTS 11, 12, 13 AND 14, PLAN 48R-4140; TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

TWENTY-NINTHL Y

PIN #56018-2243(LT)

PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4149; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8746; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES

THIRTIETHLY:

PIN #56018-2265(LT)

PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; EXCEPT PT 1, 48R4338; TOWN OF FORT FRANCES

THIRTY- FIRSTLY:

PIN #56018-2267(LT)

PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; EXCEPT PT 4, 48R4338; TOWN OF FORT FRANCES

THIRTY- SECONDLY:

PIN #56016-0052(LT)

PCL 25748 SEC RAINY RIVER; PT SEC 30 MCIRVINE PT 1, 2 & 3, 48R2404; FORT FRANCES

THIRTY- THIRDLY:

PIN #56016-0443(LT)

PCL BLK 1-4 SEC SM49; FIRSTLY, BLK 1 PL SM49 MCIRVINE; BLK 2 PL SM49 MCIRVINE; BLK 3 PL SM49 MCIRVINE; SECONDLY, PT SEC 29 MCIRVINE PT 1, 48R3176, SURFACE RIGHTS ONLY AS PT 2, 48R3176; THIRDLY, PT HUDSON BAY COMPANY RESERVE MCIRVINE PT 3, 48R3176; FOURTHLY LT 1 PL SM145 MCIRVINE SURFACE RIGHTS ONLY; LT 2 PL SM145 MCIRVINE; LT 3 PL SM145 MCIRVINE EXCEPT PT 1, 2 & 3, 48R3385; LT 4 PL SM145 MCIRVINE; LT 5 PL SM145 MCIRVINE; LT 6 PL SM145 MCIRVINE & LT 7 PL SM145 MCIRVINE, EXCEPT PT 4, 48R3385 FIFTHLY SE1/4 SEC 29 MCIRVINE EXCEPT PT 5, 48R3385; FORT FRANCES

THIRTY-FOURTHLY

PIN #56016-0064(LT)

PCL 12774 SEC RAINY RIVER; PT HUDSON'S BAY COMPANY'S RESERVE MCIRVINE PT 3, 48R1549 SURFACE RIGHTS ONLY; FORT FRANCES

THIRTY- FIFTHLY:

PIN #56016-0026(LT)

PCL 22587 SEC RAINY RIVER; PT HUDSON'S BAY COMPANY'S RESERVE MCIRVINE PT 2, 48R1549, SURFACE RIGHTS ONLY; FORT FRANCES

THIRTY- SIXTHLY:

PIN #56016-0043(LT)

PCL 25882 SEC RAINY RIVER; PT HUDSON'S BAY COMPANY RESERVE MCIRVINE PT 1, 48R1549; FORT FRANCES

THIRTY- SEVENTHLY:

PIN #56016-0735(LT)

PT HUDSON'S BAY COMPANY RESERVE MCIRVINE PT 4, 48R1504; FORT FRANCES

THIRTY-EIGHTHLY:

PIN #56016-0024(LT)

PCL 22417 SEC RAINY RIVER; PT HUDSON'S BAY COMPANY RESERVE MCIRVINE PT 3, 48R1504; FORT FRANCES

THIRTY-NINTHLY:

PIN #56016-0656(LT)

PCL 8228 SEC RAINY RIVER; SECTION 28 MCIRVINE BEING PT OF NW 1/4 AS IN SLT20572 EXCEPT SLT66081 & SLT70515; FORT FRANCES

FORTIETHLY:

PIN #56019-0465(LT)

PCL BLK B-1 SEC SM140; SURFACE RIGHTS ONLY, BLK B, C, D, E PL SM140 MCIRVINE; FORT FRANCES

FORTY-FIRSTLY:

PIN #56018-2275 (LT)

PT BLOCK 2 PL 2M149 MCIRVINE PT 3 48R4138, PTS 1 & 2 48R4169; SUBJECT TO AN EASEMENT OVER PT 3 48R4138, PTS 1,2 48R4169 AS IN RD9877; SUBJECT TO AN EASEMENT AS IN RD18132; TOGETHER WITH AN EASEMENT OVER PT 1 RR144 AS IN SLT78451; TOGETHER WITH AN EASEMENT OVER PTS 4,5,6 48R4138 AS IN RD9878; TOGETHER WITH AN EASEMENT OVER PTS 5,7,8 48R4138 AS IN RD9879; TOGETHER WITH AN EASEMENT AS IN RD9880; TOGETHER WITH AN EASEMENT OVER PTS 1,2,3,4,5 48R4167 AS IN RD9883; TOGETHER WITH AN EASEMENT OVER PTS 5,7,8 48R4138 AS IN RD31748; SUBJECT TO AN EASEMENT AS IN RD18132; SUBJECT TO AN EASEMENT OVER PT 3 48R4138, PTS 1,2 48R4169 IN FAVOUR OF BLOCK 1 PL SM149, PTS 1,2 48R4138; EXCEPT PTS 1,2 48R4169 AS IN RD31747; TOWN OF FORT FRANCES

BEING THE WHOLE OF THE SAID PINS

Land Registry Office for the Land Titles Division of Rainy River (No. 48)

SCHEDULE B

LEGAL DESCRIPTION OF THE BENEFITING LAND

1. PIN # 62005-0003 (LT)

PT RDAL NKR NEEBING CLOSED BY NBG487; PT LT 12 CON 1 NKR NEEBING AS IN NBG4241, NBG7279 S OF BROADWAY AV, TBR308676, PT 1 55R8452, PT 1 & 2 55R3557, PT 2 55R8741 & PT 1 55R10019 EXCEPT PT 3 55R9693; THUNDER BAY

2. PIN # 62005-0004 (LT)

PCL 3142 SEC DFWF; LT 11 CON 1 NKR NEEBING S OF BROADWAY AV; S/T LEW9647; THUNDER BAY

3. PIN # 62005-0005

PT LT 10 CON 1 NKR NEEBING; PT RDAL NKR NEEBING CLOSED BY NBG487; PT WATER LT IN FRONT OF LT 10, CON 1 NEEBING; PT RDAL BTN LT 10 & LT 11 CON 1 NKR NEEBING CLOSED BY NBG2713, NBG7168 & TBR275156 AS IN FWD4715, FWD7387, FWD7388, FWD8160, OFW15958 & PT 1, 55R6401; S/T TBR282761; THUNDER BAY

4. PIN # 62005-0006 (LT)

PCL 2733 SEC CFWF; PT LT 10 CON 1 NKR NEEBING; PT RDAL ALONG SHORE OF KAMINISTQUIA RIVER NEEBING; PT WATER LT IN FRONT OF LT 10 CON 1 NKR NEEBING AS IN LEW51936; S/T FWD5116, FWD2212, FWD2213, FWD3054; S/T LT221437; THUNDER BAY.

5. PIN # 62258-0019 (LT)

PCL 7224 SEC DFWF; PT LT 11 CON 1 NKR NEEBING PT 1, FWR114; S/T LEW42830; CITY OF THUNDER BAY

6. PIN # 62258-0021

PCL 4338 SEC DFWF; PT LT 11 CON 1 NKR NEEBING AS IN LEW18531; THUNDER BAY ; S/T EASE IN GROSS AS IN TY54340. S/T EASEMENT IN GROSS AS IN TY56108; S/T EASEMENT IN GROSS OVER ALL AS IN TY55608; S/T EASEMENT IN GROSS OVER ALL AS IN TY56118; CITY OF THUNDER BAY

7. PIN # 62258-0024 (LT)

PT LT 4 PL W680 NEEBING AS IN TBR371102; NEEBING.

8. PIN # 62258-0031 (LT)

LTS 1 TO 81, 91 TO 104, BOWMAN ST, MACHRAY AV, METCALFE ST, PENNINGTONAV, PT LANE, PT FLORENCE ST PL WM53 AS IN LEW26417 EXCEPT PT 3 55R12276; THUNDER BAY.

9. PIN # 62258-0033 (LT)

PT LT 11 CON 1 NKR NEEBING AS IN LEW10666 & LEW18528 EXCEPT LEW18531, PT 1 FWR114 & PTS 4 & 5 55R12276; S/T LEW45691; THUNDER BAY.

10. PIN 62258-0035 (LT)

PT LT 12 CON 1 NKR NEEBING AS IN NBG7468 & NBG7279 EXCEPT PT 1 55R9840, OFW51886, PTS 7 & 11 55R12276 AND PT 1 55R12426; THUNDER BAY.

11. PIN 62258-0038 (LT)

PT LT 12 CON 1 NKR NEEBING PT 9, 55R12276; THUNDER BAY; S/T EASEMENT IN GROSS OVER PT 9, 55R12276 AS IN TY54340; S/T EASEMENT IN GROSS OVER PT 9, 55R12276 AS IN TY56108; S/T EASEMENT IN GROSS OVER PT 9, 55R12276 AS IN TY55608; S/T EASEMENT IN GROSS OVER PT 9, 55R12276 AS IN TY56118; CITY OF THUNDER BAY

12. PIN 62258-0041 (LT)

LT 84 PL WM53 NEEBING EXCEPT PT 6, 55R12619; THUNDER BAY.

13. PIN 62258-0043 (LT)

LT 85 PL WM53 NEEBING EXCEPT PT 7, 55R12619; THUNDER BAY.

14. PIN 62258-0045 (LT)

LT 86 PL WM53 NEEBING EXCEPT PTS 8-10, 55R12619; THUNDER BAY.

15. PIN 62258-0047 (LT)

PT LANEWAY PL WM53 NEEBING CLOSED BY LT111585 BEING PT 1, 55R1785 EXCEPT PT 11, 55R12619; THUNDER BAY.

16. PIN 62258-0053 (LT)

LT 1 PL W680 NEEBING; PT LT 2 PL W680 NEEBING AS IN TBR251233; CITY OF THUNDER BAY.

BEING THE WHOLE OF THE SAID PINS

Land Registry Office for the Land Titles Division of Thunder Bay (No.55)

17. PIN 56068-0104 (LT)

W 1/2 LT 10A PL SM74 UNSURVEYED TERRITORY; CHAPPLE

18. PIN 56068-0102 (LT)

SE 1/4 LT 9 SM74 UNSURVEYED TERRITORY; CHAPPLE

19. PIN 56068-0097 (LT)

LT 5C PL SM74 UNSURVEYED TERRITORY; CHAPPLE

20. PIN 56068-0082 (LT)

PCL 8-1 SEC SM74; NE 1/4 SEC 8 PL SM74 UNSURVEYED TERRITORY; CHAPPLE

21. PIN 56068-0012 (LT)

PCL 13-1 SEC SM74; LT 13B PL SM74 UNSURVEYED TERRITORY; CHAPPLE

22. PIN 56066-2737 (LT)

PCL 8352 SEC RAINY RIVER; PT MINING LOCATION K.271 UNSURVEYED TERRITORY AS IN SLT21072; DISTRICT OF RAINY RIVER

23. PIN 56066-2541 (LT)

PCL 3240 SEC RAINY RIVER; ISLAND G 739 UNSURVEYED TERRITORY IN SAND BAY OF RAINY LAKE; DISTRICT OF RAINY RIVER

24. PIN 56066-2451 (LT)

PCL 5784 SEC RAINY RIVER; FARM LOCATION G.1668 UNSURVEYED TERRITORY BEING W OF CALM LAKE; DISTRICT OF RAINY RIVER

25. PIN 56066-2447 (LT)

PCL 5156 SEC RAINY RIVER; LOCATION G1649 UNSURVEYED TERRITORY BEING ON THE CANADIAN NORTHERN ONTARIO RAILWAY EXCEPT SLT22027, SLT43751 & SLT48448 T/W SLT22027; SUBJECT TO AN EASEMENT OVER PTS 1 AND 2 PL 48R4549 IN FAVOUR OF PART OF BROKEN LOT 1, CONCESSION 3, PART OF LOT 2, CONCESSION 4, PART OF MINING LOCATION H.P.161, H.P.159, PART OF THE BED OF THE SEINE RIVER AND THE ROAD ALLOWANCE ADJOINING; DISTRICT OF RAINY RIVER AS IN RD35066; TOWN OF RAINY RIVER

26. PIN 56066-1075 (LT)

PCL 12098 SEC RAINY RIVER; PT LOCATION G-1649 UNSURVEYED TERRITORY AS IN SLT43751; DISTRICT OF RAINY RIVER

27. PIN 56044-0055 (LT)

PCL 17798 SEC RAINY RIVER; PT LT 7 CON 2 DEWART PT OF N 1/2 AS IN SLT73288, EXCEPT AS IN PL S443 & S452; UNORGANIZED

28. PIN 56041-0124 (LT)

PCL 11019 SEC RAINY RIVER; E 1/2 OF SE 1/4 SEC 23 TAIT; CHAPPLE

29. PIN 56041-0109 (LT)

PCL 5872 SEC RAINY RIVER; PT SEC 19 TAIT BEING THE N 1/2 OF THE SW SUBDIVISION; CHAPPLE

30. PIN 56041-0101 (LT)

PCL 3197 SEC RAINY RIVER; SE 1/4 SEC 15 TAIT; CHAPPLE

31. PIN 56041-0008 (LT)

PCL 17891 SEC RAINY RIVER; PT SEC 14 TAIT BEING THE NW 1/4 AND NE 1/4, SURFACE RIGHTS ONLY; CHAPPLE

32. PIN 56041-0003 (LT)

PCL 17259 SEC RAINY RIVER; PT SEC 14 TAIT BEING THE SW SUBDIVISION, SURFACE RIGHTS ONLY; CHAPPLE

33. PIN 56040-0022 (LT)

PCL 14897 SEC RAINY RIVER; SEC 11 SHENSTON BEING SW SUBDIVISION; CHAPPLE

34. PIN 56040-0003 (LT)

PCL 10587 SEC RAINY RIVER; SW 1/4 SEC 14 SHENSTON RESERVING THE LAND COVERED WITH THE WATERS OF STURGEON RIVER CROSSING SAID LANDS; CHAPPLE

35. PIN 56037-0113 (LT)

PCL 4923 SEC RAINY RIVER; N 1/2 LT 10 CON 5 DOBIE S/T EASEMENT OVER PT 3 & 4, 48R3558 AS IN A65252; CHAPPLE

36. PIN 56037-0105 (LT)

PCL 3922 SEC RAINY RIVER; N 1/2 LT 12 CON 4 DOBIE; CHAPPLE

37. PIN 56037-0101 (LT)

PCL 3514 SEC RAINY RIVER; S 1/2 LT 11 CON 5 DOBIE S/T EASEMENT OVER PT 7 & 8, 48R3558 AS IN A65250; CHAPPLE

38. PIN 56037-0002 (LT)

PCL 10143 SEC RAINY RIVER; N 1/2 LT 11 CON 5 DOBIE S/T EASEMENT OVER PT 5 & 6, 48R3558 AS IN A65251; CHAPPLE

39. PIN 56036-0091 (LT)

PCL 18061 SEC RAINY RIVER; S 1/2 LT 12 CON 3 MATHER EXCEPT SLT82783; CHAPPLE

40. PIN 56036-0089 (LT)

PCL 17893 SEC RAINY RIVER; N 1/2 LT 10 CON 2 MATHER; N 1/2 LT 11 CON 2 MATHER; W 1/2 OF S 1/2 LT 11 CON 3 MATHER SURFACE RIGHTS ONLY; CHAPPLE

41. PIN 56035-0092 (LT)

PCL 18199 SEC RAINY RIVER; S 1/2 LT 2 CON 4 POTTS AS IN SLT76222, SURFACE RIGHTS ONLY; CHAPPLE

42. PIN 56029-0090 (LT)

PCL 6467 SEC RAINY RIVER; S 1/2 LT 3 CON 2 KINGSFORD; UNORGANIZED

43. PIN 56029-0082 (LT)

PCL 4816 SEC RAINY RIVER; PT LT 10 CON 6 KINGSFORD BEING THAT PART LYING SOUTH OF A LINE DRAWN ACROSS SAID LOT PARALLEL WITH THE SOUTH LIMIT THEREOF AND DISTANT NORTH THEREFROM 40 CHAINS 15 LINKS; UNORGANIZED

44. PIN 56028-0099 (LT)

PCL 2550 SEC RAINY RIVER; S1/2 LT 6 CON 1 CARPENTER; EMO

45. PIN 56028-0064 (LT)

PCL 20083 SEC RAINY RIVER; N1/2 OF N1/2 LT 4 CON 5 CARPENTER EXCEPTING THEREOUT THE MOST WLY 435 FT OF THE SLY 500 FT THEREOF; EMO

46. PIN 56028-0063 (LT)

PCL 20073 SEC RAINY RIVER; N1/2 LT 6 CON 6 CARPENTER EXCEPTING THEREOUT THE MOST NLY 281.5 FT OF THE WLY 181.5 FT THEREOF; EMO

47. PIN 56028-0060 (LT)

PCL 20025 SEC RAINY RIVER; N1/2 LT 3 CON 1 CARPENTER SURFACE RIGHTS ONLY; EMO

48. PIN 56028-0052 (LT)

PCL 19951 SEC RAINY RIVER; PT LT 9 CON 6 CARPENTER BEING THE N 40 CHAINS IN PERPENDICULAR DEPTH; SURFACE RIGHTS ONLY; EMO

49. PIN 56027-0225 (LT)

PCL 5451 SEC RAINY RIVER; PT LT 4 CON 5 BURRISS AS IN SP2006 & SLT77371; LAVALLEE

50. PIN 56027-0066 (LT)

PCL 17026 SEC RAINY RIVER; PT LT 9 CON 6 BURRISS AS IN SLT68229 EXCEPT S381, PT 10 RR694; LAVALLEE

51. PIN 56027-0053 (LT)

PCL 13113 SEC RAINY RIVER; S 1/2 LT 12 CON 5 BURRISS; LAVALLEE

52. PIN 56027-0047 (LT)

PCL 11924 SEC RAINY RIVER; N 1/2 LT 12 CON 5 BURRISS; LAVALLEE

53. PIN 56027-0046 (LT)

PCL 11923 SEC RAINY RIVER; S 1/2 LT 1 CON 1 BURRISS; LAVALLEE

54. PIN 56027-0040 (LT)

PCL 11495 SEC RAINY RIVER; S 1/2 LT 2 CON 4 BURRISS; LAVALLEE

55. PIN 56027-0039 (LT)

PCL 11494 SEC RAINY RIVER; S 1/2 LT 12 CON 6 BURRISS; LAVALLEE

56. PIN 56027-0038 (LT)

PCL 11493 SEC RAINY RIVER; S 1/2 LT 3 CON 1 BURRISS; LAVALLEE

57. PIN 56027-0035 (LT)

PCL 11103 SEC RAINY RIVER; S 1/2 LT 2 CON 1 BURRISS; LAVALLEE

58. PIN 56027-0029 (LT)

PCL 10643 SEC RAINY RIVER; N 1/2 LT 7 CON 1 BURRISS; LAVALLEE

59. PIN 56026-0388 (LT)

PCL 6440 SEC RAINY RIVER; PT SEC 18 DEVLIN BEING THE SW SUBDIVISION;
LAVALLEE

60. PIN 56026-0107 (LT)

PCL 14329 SEC RAINY RIVER; NW 1/4 SEC 31 DEVLIN; LAVALLEE

61. PIN 56025-0592 (LT)

PCL 17747 SEC RAINY RIVER; SE1/4 SEC 24 LASH; EMO

62. PIN 56017-1308 (LT)

PCL 12897 SEC RAINY RIVER; PT LT 23 RIVER RANGE MCIRVINE; PT LT 24 RIVER RANGE MCIRVINE AS IN SLT47761 & SLT50032 EXCEPT SLT50031, SLT91679; FORT FRANCES

63. PIN 56010-0001 (LT)

PCL 16587 SEC RAINY RIVER; S 1/2 LT 8 CON 6 BENNETT SURFACE RIGHTS ONLY; DISTRICT OF RAINY RIVER

64. PIN 56002-0138 (LT)

PT MINING CLAIM F.F. 5158 HUTCHINSON PART 1, 48R4034; DISTRICT OF RAINY RIVER

65. PIN 56002-0137 (LT)

MINING CLAIM F.F 5158 HUTCHINSON AS IN SP4097 EXCEPT PT 5, 48R1100 & PT 1, 48R4034; DISTRICT OF RAINY RIVER

66. PIN 56002-0136 (LT)

PT MINING CLAIM F.F. 5071 HUTCHINSON PART 2, 48R4034; EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

67. PIN 56002-0135 (LT)

MINING CLAIM F.F 5071 HUTCHINSON AS IN SP4096 EXCEPT PT 2, 3 & 4, 48R1100 & PT 2, 48R4034; DISTRICT OF RAINY RIVER

68. PIN 56002-0134 (LT)

MINING CLAIM F.F. 1223 HUTCHINSON EXCEPT THE ROW OF THE CANADIAN NATIONAL RAILWAY, PL S412, PT 1 48R1100, PT 1, 2 & 3 48R1567, PT 1 48R1864, PT 3, 6 & 7 48R3730 AND PT 3 48R4034, EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

69. PIN 56002-0133 (LT)

PT MINING CLAIM F.F. 1223 HUTCHINSON PART 3, 48R4034 AND PART 3, 48R1567
EXCEPT PART 6, 48R3730; DISTRICT OF RAINY RIVER

70. PIN 56002-0132 (LT)

MINING CLAIM F.F. 5039 HUTCHINSON EXCEPT THE ROW OF THE CANADIAN NATIONAL
RAILWAYS CROSSING THE SAID CLAIM SHOWN MARKED RED ON PL S412, PT 4 & 5
48R1567, PT 2 48R1864, PT 1, 2 & 5 48R3730 AND PT 4 48R4034; DISTRICT OF RAINY
RIVER

71. PIN 56002-0131 (LT)

PT MINING CLAIM F.F. 5039 HUTCHINSON PART 4, 48R4034 AND PART 5, 48R1567
EXCEPT PART 5, 48R3730; DISTRICT OF RAINY RIVER

72. PIN 56002-0116 (LT)

PCL 9400 SEC RAINY RIVER; MINING CLAIM F.F. 747 HUTCHINSON COMPRISING N PT
LOCATION X636 SITUATE ON THE SOUTHERLY SHORE OF SAPAWE LAKE RESERVING
FLOODING RIGHTS TO AN ELEVATION OF FIVE FT ABOVE ORDINARY HIGH WATER
MARK; EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

73. PIN 56002-0115 (LT)

PCL 9386 SEC RAINY RIVER; MINING CLAIM F.F. 746 HUTCHINSON COMPRISING S PT
LOCATION X636 EXCEPT SLT56280 & SLT56911 RESERVING FLOODING RIGHTS UP TO
AN ELEVATION OF FIVE FT ABOVE ORDINARY HIGH WATER MARK ALSO RESERVING
ROW OF CANADIAN NATIONAL RAILWAY; DISTRICT OF RAINY RIVER

74. PIN 56002-0109 (LT)

PCL 9913 SEC RAINY RIVER; MINING CLAIM F.F. 1224 HUTCHINSON RESERVING THE
FLOODING RIGHTS UP TO AN ELEVATION OF FIVE FT ABOVE NATURAL HIGH WATER
MARK; EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

75. PIN 56002-0108 (LT)

PCL 9838 SEC RAINY RIVER; MINING CLAIM F.F. 1030 HUTCHINSON EXCEPT THE ROW
OF THE CANADIAN NATIONAL RAILWAYS CONTAINING 1 4/10 ACRES, MORE OR LESS,
CROSSING SAID MINING CLAIM, BEING OF SRO; EXCEPT MINING RIGHTS ONLY AS IN
RD27541; DISTRICT OF RAINY RIVER

76. PIN 56002-0091 (LT)

PCL 10450 SEC RAINY RIVER; MINING CLAIM F.F. 1571 HUTCHINSON; EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

77. PIN 56002-0090 (LT)

PCL 14904 SEC RAINY RIVER; PT MINING CLAIM FF-746 HUTCHINSON AS IN SLT56911 RESERVING FLOODING RIGHTS UP TO AN ELEVATION OF 5 FT ABOVE ORDINARY HIGHWATER MARK & RESERVING THE CANADIAN NATIONAL RAILWAY ROW; DISTRICT OF RAINY RIVER

78. PIN 56002-0057 (LT)

PCL 23099 SEC RAINY RIVER; FIRSTLY, PT MINING CLAIM FF 1223 HUTCHINSON PT 1, 48R1864, SURFACE RIGHTS ONLY; SECONDLY, PT MINING CLAIM FF 5039 HUTCHINSON PT 2, 48R1864, EXCEPT PT 4, 48R3730, SURFACE RIGHTS ONLY; DISTRICT OF RAINY RIVER

79. PIN 56002-0047 (LT)

PCL 15387 SEC RAINY RIVER; MINING CLAIM F.F. 5159 AND FRACTION ADJOINING ON THE NORTH AS OUTLINED IN SP4270 HUTCHINSON EXCEPT PL S412; DISTRICT OF RAINY RIVER

80. PIN 56002-0046 (LT)

PCL 14811 SEC RAINY RIVER; PT MINING CLAIM F.F. 746 HUTCHINSON AS IN SLT56280 EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

81. PIN 56002-0044 (LT)

PCL 14566 SEC RAINY RIVER; MINING CLAIM F.F. 5038 HUTCHINSON EXCEPTING THE ROW OF THE CANADIAN NATIONAL RAILWAY CROSSING THE SAID CLAIM; EXCEPT MINING RIGHTS ONLY AS IN RD27541; 56018DISTRICT OF RAINY RIVER

82. PIN 56002-0041 (LT)

PCL 14563 SEC RAINY RIVER; MINING CLAIM F.F. 5001 HUTCHINSON EXCEPT THE ROW OF THE CANADIAN NATIONAL RAILWAYS; EXCEPT MINING RIGHTS ONLY AS IN RD27541; DISTRICT OF RAINY RIVER

BEING THE WHOLE OF THE SAID PINS

Land Registry Office for the Land Titles Division of Rainy River (No. 48)