

FORBEARANCE AGREEMENT

THIS AGREEMENT dated as of May 26, 2023, is made

AMONG:

ALGON HOLDINGS INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Algon")

AND:

TEBO MILL INSTALLATIONS INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Tebo Installations")

AND:

TEBO MILL CONSTRUCTION INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Tebo Construction")

AND:

FRASERVIEW FABRICATION AND MACHINING INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Fraserview", and together with Algon, Tebo Installations and Tebo Construction, the "**Borrowers**")

AND:

PTOLEMYTECH CONSULTANTS INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Ptolemytech", and together with the Borrowers, the "**Corporate Loan Parties**")

AND:

ALANKARA KHARA, a business person having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("A Khara")

AND:

JYOTI KHARA, a business person having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("J Khara", and together with Ptolemytech and A Khara, the "**Guarantors**", and the Guarantors together with the Borrowers, the "**Loan Parties**")

AND:

ROYAL BANK OF CANADA, having an address at 5th Floor, 335 8th Ave SW, Calgary, AB, T2P 1C9

(the "**Lender**")

WHEREAS:

A. Each of the Borrowers are party to separate credit agreements (collectively, and as each may be subsequently amended, supplemented, restated, modified or replaced, the "**Credit Agreements**"), as follows:

- a. a credit agreement dated November 10, 2021, among Algon and the Lender;
- b. an amended and restated credit agreement dated July 20, 2022, among Tebo Installations and the Lender;
- c. a credit agreement dated July 20, 2022, among Tebo Construction and the Lender; and
- d. a credit agreement dated July 20, 2022, among Frasersview and the Lender,

pursuant to which the Lender provided to the Borrowers certain credit facilities (the "**Credit Facilities**");

B. Pursuant to various guarantees (collectively, the "**Guarantees**"), each of the Loan Parties has guaranteed certain debts, liabilities and obligations of each Borrower to the Lender, and summarized as follows:

- a. the obligations of Algon to the Lender have been guaranteed by each of the other Loan Parties, in each case up to a limit of \$5,000,000;
- b. the obligations of Tebo Installations to the Lender have been guaranteed by each of the other Corporate Loan Parties, in each case up to a limit of \$3,600,000, and by A Khara up to a limit of \$1,600,000;
- c. the obligations of Tebo Construction to the Lender have been guaranteed by each of the other Corporate Loan Parties, in each case up to a limit of \$2,000,000; and
- d. the obligations of Frasersview to the Lender have been guaranteed by each of the other Corporate Loan Parties, in each case up to a limit of \$2,000,000, and by the A Khara and J Khara up to a limit of \$20,000.

C. The Borrowers are currently in default (the "**Existing Defaults**") under Credit Agreements.

D. The Existing Defaults constitute events of default for the purposes of the Credit Agreements, and as a result of the Existing Defaults the Lender is entitled to demand immediate repayment in full of the amounts outstanding under the Credit Facilities and all other indebtedness and obligations outstanding under the Credit Agreements, and to enforce all security (the "**Security**", and together with the Credit Agreements and the Guarantees, the "**Credit Documents**") held by the Lender as security therefor, including without limitation the documents listed in Schedule "A" hereto; and

E. The Loan Parties have requested that the Lender temporarily forbear from demanding repayment of the Credit Facilities and taking steps to enforce the Security, and the Lender has agreed to the same subject to the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT witnesses that in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1.0 INTERPRETATION

1.1 Gender and Number

In this Agreement, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.2 Section Headings

The insertion of headings and the division of this Agreement into Sections are for the convenience of reference only and shall not affect the interpretation hereof.

1.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

1.4 Severability of Provisions

The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

1.5 Currency

All dollar amounts referred to in this Agreement are Canadian Dollars unless otherwise indicated.

1.6 Paramountcy

In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Credit Document, the terms and conditions of this Agreement shall prevail.

2.0 ACKNOWLEDGEMENTS, COVENANTS AND FORBEARANCE

2.1 Truth of Recitals

Each of the Loan Parties covenants and confirms the accuracy of the facts and matters set out in Recitals A through E above and agrees that the same shall be contractual and not a mere recital and that the same will form an integral part hereof.

2.2 Outstanding Indebtedness

The Loan Parties acknowledge that, as at May 26, 2023

- (a) the Algon is indebted to the Lender, as principal borrower, in the amount of \$4,137,000.00; and
- (b) Tebo Installations is indebted to the Lender, as principal borrower, in the amount of \$1,512,638.22

and as a result of the foregoing and pursuant to the Guarantees, the Loan Parties are collectively indebted to the Lender, jointly and severally, in the total amount of \$5,649,638.22, plus costs, expenses and interest as provided in the Credit Agreements (the "**Borrower Indebtedness**").

In addition to the foregoing, the Loan Parties acknowledge that, as at May 26, 2023, Ptolemytech is indebted to the Lender pursuant to a credit card facility in the amount of \$3,636.67 (the "**Ptolemytech Indebtedness**", and together with the Borrower Indebtedness, the "**Outstanding Indebtedness**").

2.3 Acknowledgements

The Loan Parties acknowledge and agree with the Lender that:

- (a) the Outstanding Indebtedness is now due and owing to the Lender by the Borrowers without abatement or setoff of any kind;
- (b) pursuant to the Guarantees, the Loan Parties have guaranteed the due and punctual payment of the Borrower Indebtedness to the Lender, and each of the Guarantees (i) is valid and enforceable in accordance with its terms, (ii) is not released or merged in any manner as a result of the execution and delivery of this Agreement, and (iii) remains in full force and effect following execution of this Agreement;
- (c) each of the Security (i) is valid and enforceable in accordance with its terms, (ii) is not released or merged in any manner as a result of the execution and delivery of this Agreement, (iii) remains in full force and effect following execution of this

Agreement, and (iv) is held for the benefit of the Lender as security for the Outstanding Indebtedness.

- (d) the Lender is now entitled to demand immediate payment in full of the Outstanding Indebtedness and to take immediate steps to enforce the Security; and
- (e) the Lender is under no obligation whatsoever to provide further loans, advances, or other credit accommodation to the Loan Parties.

2.4 Release

Each of the Loan Parties hereby releases and forever discharges the Lender and its directors, officers, shareholders, limited partners, general partners, employees, agents, successors and assigns of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected, whether at law or in equity, which they ever had or now have or which they or their respective heirs, executors, administrators, officers, agents, successors and assigns hereafter can, shall or may have by reason of any cause, matter, error, omission, neglect or thing whatsoever existing as at the date of this Agreement.

2.5 Waiver

Each of the Loan Parties hereby waives against the Lender and its successors and assigns any defence which they may have existing up to the present time to any action brought by the Lender to collect the Outstanding Indebtedness or to enforce or realize the Security, which said defence arises, whether by counterclaim or defence, by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by the Lender or its directors, officers, shareholders, limited partners, general partners, agents, employees, administrators, successors and assigns existing as at the date of this Agreement.

2.6 Forbearance

The Lender covenants and agrees with the Loan Parties that, subject to the Loan Parties complying with all the terms of this Agreement, the Lender will forbear from demanding repayment of the Outstanding Indebtedness and from taking any steps to enforce or otherwise act with respect to the Security from and after the date hereof to but not after **June 30, 2023** (the "**Forbearance Period**"), provided that upon any non-compliance with the terms of this Agreement or upon the occurrence of any Event of Default (as hereinafter defined) apart from the Existing Defaults, the Lender may, in its sole discretion, terminate the Forbearance Period and upon such termination all Outstanding Indebtedness shall become immediately due and payable and the Lender shall be entitled to initiate such action as the Lender deems appropriate to realize on the Security. The Loan Parties acknowledge and agree that the Lender has not and is not waiving the Existing Defaults, and that the Lender is entitled, on the earlier of the expiry of the Forbearance Period or the termination of the Forbearance Period in accordance with this Section, to demand immediate repayment in full of the Outstanding Indebtedness.

2.7 Retention of Consultant

2.7.1 The Loan Parties acknowledge that the Lender has engaged KPMG Inc. (the "**Consultant**") to review the affairs of the Loan Parties, including the business of the Borrowers and the current circumstances of the Borrowers, and to make

recommendations to the Lender in relation to the Loan Parties, the Credit Agreements, the Guarantees and the Security. The Loan Parties hereby consent to the engagement of the Consultant for the provision of those services, and shall forthwith execute the Borrowers' Consent and Agreement attached here to as **Schedule "B"**.

2.7.2 The Loan Parties acknowledge and agree that the Consultant's duties shall include:

- (a) any further review and assessment, as deemed necessary by the Consultant, of the Loan Parties' financial position and historical operating results;
- (b) an ongoing review and assessment of the Loan Parties' financial forecasts, including projected cash flows, and the reasonableness of the underlying assumptions and future operating outlook; and
- (c) an ongoing review and assessment of the alternatives available to the Loan Parties for the resolution of their immediate liquidity problem.

2.7.3 Each of the Loan Parties agrees:

- (a) to provide the Consultant with any information which it may request with respect to the Loan Parties' operations or financial affairs, and to make available to it all relevant documents, records and staff;
- (b) to direct its solicitors and agents to assist and make reasonable disclosure to the Consultant, provided that nothing that is subject to solicitor-client privilege shall be disclosed; and
- (c) that the Consultant may make copies of any reports, documents or records as it deems necessary and that the Consultant shall be entitled to provide the Lender and its solicitors with copies of all reports and information arising out of or obtained pursuant to its appointment.
- (d) that the Consultant's reports will become the property of the Lender;
- (e) that the Consultant is merely acting as a consultant to the Lender and will assume no decision making responsibility nor have any management capacity;
- (f) that the Consultant will not be held responsible for any decisions or activities of the Loan Parties;
- (g) that the Consultant's fees and expenses are for the account of the Borrowers and that the Lender may, in its discretion from time to time, debit the Credit Facilities for such fees and expenses; and
- (h) that the Consultant is not precluded from accepting any other mandate with respect to any of the Loan Parties including but not limited to appointments pursuant to Security, under statute or by court order.

2.8 Positive Covenants

Without limiting the covenants of the Borrowers under the Credit Agreements, each of the Loan Parties covenants and agrees with the Lender that it shall:

- (a) within 14 days of the date of this Agreement, J Khara shall execute and deliver in favour to the Lender a guarantee of the obligations of Tebo Installations to the Lender, up to a limit of \$1,600,000, which guarantee shall be in form and substance satisfactory to the Lender in its sole discretion;
- (b) promptly provide the Lender and the Consultant with all information requested by it from time to time concerning the financial condition, business and property of the Borrowers and at all times and from time to time upon reasonable notice, permit representatives of the Lender or the Consultant to inspect any of the property of the Borrower and to examine and take extracts from their financial books, accounts and records, including but not limited to accounts and records stored in computer data banks and computer software systems, and to discuss its financial condition with their respective senior officers and (in the presence of such of their representatives as they may designate) their auditors, the reasonable expense of all of which shall be paid by the Borrower;
- (c) continue to carry on the business currently being carried on and maintain all of its property in good repair and working condition and carry on and continuously conduct their business currently being conducted in an efficient, diligent and businesslike manner and in accordance with standard industry practices;
- (d) comply with applicable laws and obtain and maintain all permits necessary for the ownership of their property and to the conduct of their business in each jurisdiction where it carries on business or owns material property, including but not limited to those issued or granted by governmental authorities;
- (e) ensure that the Security remains legal, valid, binding and enforceable, in accordance with its terms (subject to applicable laws affecting the rights of creditors generally and rules of equity of general application);
- (f) cooperate with the Lender to permit the Lender to forthwith register, file and record the Security (or notices, financing statements or other registrations in respect thereof) in all proper offices where such registration, filing or recording may be reasonably necessary or advantageous to perfect or protect the security interests constituted by the Security and maintain all such registrations in full force and effect;
- (g) provide to the Lender all such further and additional mortgages, charges and security interests that they may reasonably require to effectively mortgage, charge and subject to a security interest all of the present and future property of the Borrower;
- (h) promptly notify the Lender of any Default or Event of Default (other than the Existing Defaults);
- (i) promptly notify the Lender on becoming aware of the occurrence of any litigation, arbitration or other proceeding against or affecting it which could reasonably be

expected to have a material adverse effect on the business, operations or financial condition of the Borrower and from time to time provide the Lender with all reasonable information requested by the Lender concerning the status thereof; and

- (j) pay when due all amounts owing to governmental authorities which may constitute a lien or charge in priority to the Security including amounts payable to Canada Revenue Agency for unremitted employee deductions, income taxes and goods and services taxes ("**Statutory Priority Payables**").

2.9 Negative Covenants

Without limiting the negative covenants of the Loan Parties set forth in the Credit Agreements, each Loan Party covenants and agrees with the Lender that it shall not, without the prior written consent of the Lender:

- (a) make any material change in the nature of its business or operations or conduct any businesses or operations which are materially different from those conducted by it on the date hereof;
- (b) consolidate, amalgamate or merge with any other person, enter into any joint venture, partnership, corporate reorganization or other transaction intended to effect a consolidation, amalgamation or merger or liquidate, wind-up or dissolve itself, or permit any liquidation, winding-up or dissolution;
- (c) do or permit anything to adversely affect the ranking or validity of the Security;
- (d) provide any guarantee, loans or other financial assistance to any Person;
- (e) make any acquisition or any investment;
- (f) sell, lease, assign, transfer, convey or otherwise dispose of any of its property other than the sale of inventory in the ordinary course of business;
- (g) establish or materially amend benefit plans, profit sharing plans or other such contracts with shareholders, directors, officers, senior management or employees other than those currently in place;
- (h) engage in any related party transaction;
- (i) pay any director fees to the directors of the Borrower, or any of them, or any guarantee fees to the Guarantors, or any of them; and
- (j) engage directly or indirectly in any other business activity or acquire assets unrelated or unnecessary to its present business.

3.0 DEFAULT

3.1 Events of Default

It shall be an Event of Default under this Agreement if:

- (a) any Borrower fail to pay when due all or any part of the Outstanding Indebtedness or any other amount owing to the Lender in accordance with the terms of this Agreement and the Credit Agreements;
- (b) from and after the date hereof, any Loan Party fails to duly perform or observe any term, condition, covenant or obligation contained herein or in any Credit Documents;
- (c) there occurs an Event of Default under the Credit Documents apart from the Existing Defaults;
- (d) any encumbrancer or creditor of any Loan Party takes possession of, or commences proceedings or steps to realize upon, any property or asset of the Loan Parties including a distress, execution, forfeiture or any similar process levied or enforced there against and if such proceedings or steps remain unsatisfied for the shorter of a period of 10 days or such period as would permit such property or part thereof to be sold or forfeited thereunder unless such proceedings or step is removed, dismissed, stayed or withdrawn within such period;
- (e) a Loan Party, without the written consent of the Lender, passes a resolution or institutes proceedings for its winding-up, liquidation or dissolution or consents to the institution or filing of any petition or proceeding with respect thereto or files or commences a petition or proceeding or answer or consent seeking reorganization, readjustment, rearrangement, restructuring, composition or similar relief under any Canadian or other applicable law or consents to the filing of any such petition or to the appointment of a receiver, receiver manager, liquidator, trustee or similar officer (referred to herein as an "Official") of itself or of any of its property or makes an assignment for the benefit of creditors;
- (f) any application is made or proceeding commenced with respect to a Loan Party seeking reorganization, readjustment, rearrangement, restructuring, composition or similar relief under any applicable Canadian or other law, or if a step is taken or proceeding is instituted for the winding-up, liquidation or dissolution of a Loan Party or seeking an order adjudging a Loan Party insolvent or seeking the appointment of an Official of it or any part of its property and if such step, application, proceeding is not removed, dismissed, stayed or withdrawn within 10 days after any of them have notice or knowledge of the institution thereof;
- (g) without the consent of the Lender, a Loan Party effects or passes a resolution authorizing any consolidation, merger or amalgamation with any other entity or disposition of all or a substantial portion of its assets; or

- (h) if there occurs in the sole discretion of the Lender any event or circumstance which in the sole discretion of the Lender could be expected to have a material adverse effect on:
 - (i) the business, financial condition, operations, property, assets or undertaking of a Borrower, taken as a whole;
 - (ii) the ability of a Borrower to pay and perform its obligations in accordance with this Agreement, the Credit Agreements or any other Credit Document;
 - (iii) the validity or enforceability of this Agreement, the Credit Agreements or any other Credit Document;
 - (iv) the rights and remedies of the Lender under this Agreement, the Credit Agreements or any other Credit Document; or
 - (v) the priority ranking of any of the encumbrances granted by the Security or the rights or remedies intended or purported to be granted to the Lender under or pursuant to the Security, other than encumbrances that the Lender, in their discretion, consider immaterial or duplicative.

3.2 Consent to Enforcement

In the event that the Lender commences proceedings to enforce some or all of the Security, either at the expiry of the Forbearance Period or after the Forbearance Period has been terminated at the Lender's election in accordance with Section 2.6 hereof, the Loan Parties irrevocably consent to the appointment of a Receiver or Receiver/Manager over any or all of the Loan Parties' assets and undertakings charged by the Security, with power of sale in favour of such Receiver or Receiver/Manager. The Loan Parties further acknowledge and agree that the Lender may rely upon this Agreement as evidence of the irrevocable consent in any such court application.

3.3 Waiver

The Lender may, at its option and in its sole discretion, waive any Event of Default but such waiver shall not constitute a waiver of any subsequent event which would constitute an Event of Default herein.

4.0 REPRESENTATIONS AND WARRANTIES

Each Borrower agrees with and confirms to the Lender that as of the date hereof each of the representations and warranties contained in the Credit Agreements is true and accurate in all material respects. Further, each Borrower hereby represents and warrants to the Lender that:

- (a) to the knowledge of the Borrower, as of the date hereof there were no actions, suits, proceedings, investigations or claims threatened or pending against the Borrowers in respect of taxes or any material matters under discussion with any

governmental authority relating to taxes asserted by any such governmental authority;

- (b) as of the date hereof, no Default or Event of Default has occurred and is continuing save and except for the Existing Defaults;
- (c) the execution and delivery of this Agreement and the performance by the Loan Parties of their obligations hereunder (i) are within their powers (ii) have been duly authorized by all necessary corporate action (iii) have received all necessary authorizations (if any required), and (iv) do not and will not contravene or conflict with any provision of its constating documents or by-laws or of any applicable laws or any material agreement, judgment, license, order or permit applicable to or binding upon the Loan Parties; and
- (d) this Agreement is a legal, valid and binding obligation of the Loan Parties, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar applicable laws relating to the enforcement of creditors' rights generally and by general principles of equity.

5.0 GENERAL

5.1 Expenses

Without limiting the obligations of the Borrowers under the Credit Agreements, the Borrower agrees to pay all reasonable legal fees and disbursements and taxes thereon incurred by the Lender in connection with this Agreement, the engagement of the Consultant, and all reasonable matters incidental hereto.

5.2 Tolling of Applicable Limitation Periods

As further consideration of the Lender's forbearance on the terms and conditions set out in this Agreement, each of the Loan Parties hereby acknowledges, confirms and agrees that until the expiry of the Forbearance Period:

- (a) any applicable limitation periods, including without limitation those as prescribed by the *Limitation Act*, S.B.C. 2012, Ch. 13, for the commencement of any actions as between the Lender and the Loan Parties relating to matters referenced herein, or related to the matters referenced herein, are hereby suspended as of the date of this Agreement;
- (b) it is estopped from raising or arguing in any manner that limitation periods have continued to accrue while the agreement to not commence any action contained in this Agreement remains in effect, and that this Agreement may be produced to a Court of competent jurisdiction in any proceedings between or involving the parties hereto to conclusively establish that the accrual of all limitation periods was postponed by this Agreement.

5.3 Further Assurances

Each of the Loan Parties covenants and agrees to take all such action and to execute all such documents as the Lender may request to implement the provisions of this Agreement fully and effectively.

5.4 Amendment, Supplement or Waiver

No amendment, supplement or waiver of any provision of this Agreement, nor any consent to any departure by the Loan Parties therefrom, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver or act or omission of the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach of any provision of this Agreement or the rights resulting from them.

5.5 Address for Notice

Notice to be given under this Agreement shall be in writing addressed to the party for whom it is intended and, unless the law deems a particular notice to be received earlier, a notice shall not be deemed received until actual receipt by the other party of an original of such notice or a facsimile or electronic copy thereof if sent by facsimile or electronic transmission. The addresses of the parties hereto for the purposes hereof shall be the addresses specified in the Credit Agreement, or such other mailing or facsimile addresses as each party from time to time may notify the other as aforesaid.

5.6 Independent Legal Advice

Each of the Loan Parties hereby acknowledges that they have received independent legal advice with respect to the execution and delivery of this Agreement and all related documentation and each of the Loan Parties confirms that they have entered into this Agreement of their own free will.

5.7 Enurement

This Agreement shall enure to the benefit of, and be binding upon, the individual parties hereto and their respective heirs, executors, administrators, successors and permitted assigns and upon the Loan Parties and the Lender and their respective successors and assigns.

5.8 Counterparts

This Agreement may be executed and delivered by facsimile or other electronic means (including PDF) and in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document.

[Signature Page to Follow]

IN WITNESS of this Agreement, the parties have executed and delivered this Agreement as of the date given above.

ALGON HOLDINGS INC.

Per: Alankar AS Khara
Name:
Title:

TEBO MILL INSTALLATIONS INC

Per: Alankar AS Khara
Name:
Title:

TEBO MILL CONSTRUCTION INC.

Per: Alankar AS Khara
Name:
Title:

FRASERVIEW FABRICATION AND MACHINING INC.

Per: Alankar AS Khara
Name:
Title:

PTOLEMYTECH CONSULTANTS INC.

Per: Jyoti Singh
Name:
Title:

SIGNED AND DELIVERED in the presence of:

Jyoti Singh
Signature

3230 Baird Road, North Vancouver, V7K 2G7
Address

Managing Director
Occupation

Alankar AS Khara
ALANKARA KHARA

SIGNED AND DELIVERED in the presence
of:

Alankar AS Khara

Signature

8056 Alexander Road, Delta BC V4G 1G7

Address

Managing Director

Occupation

Jyoti Singh

JYOTI KHARA

ROYAL BANK OF CANADA

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SIGNED AND DELIVERED in the presence of:

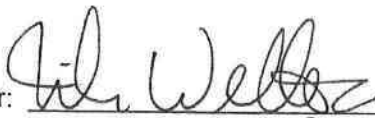
Signature

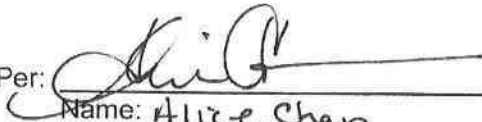
Address

Occupation

JYOTI KHARA

ROYAL BANK OF CANADA

Per: 
Name: MICHAEL WELLS
Title: SR MANAGER, SPECIAL LOANS

Per: 
Name: ALICE CHAN
Title: SR MANAGER, SPECIAL LOANS

SCHEDULE "A"

Security Documents

1. Guarantee and postponement agreement, dated November 19, 2021, granted by Tebo Installation (f.k.a. 1329955 B.C. Ltd.) in favour of the Lender, pursuant to which Tebo Installation guaranteed the obligations of the Algon to the Lender up to a limit of \$5,000,000.
2. Guarantee and postponement agreement, dated December 8, 2021, granted by Tebo Construction in favour of the Lender, pursuant to which Tebo Construction guaranteed the obligations of the Algon to the Lender up to a limit of \$5,000,000.
3. Guarantee and postponement agreement, dated November 19, 2021, granted by Frasersview in favour of the Lender, pursuant to which Frasersview guaranteed the obligations of the Algon to the Lender up to a limit of \$5,000,000.
4. Guarantee and postponement agreement, dated November 19, 2021, granted by Ptolemytech in favour of the Lender, pursuant to which Ptolemytech guaranteed the obligations of the Algon to the Lender up to a limit of \$5,000,000.
5. Guarantee and postponement agreement, dated November 19, 2021, granted by A Khara and J Khara in favour of the Lender, pursuant to which A Khara and J Khara jointly and severally guaranteed the obligations of the Algon to the Lender up to a limit of \$5,000,000.
6. Guarantee and postponement agreement, dated July 20, 2022, granted by Algon in favour of the Lender, pursuant to which Algon guaranteed the obligations of the Tebo Installation to the Lender up to a limit of \$3,600,000.
7. Guarantee and postponement agreement, dated July 28, 2022, granted by Tebo Construction in favour of the Lender, pursuant to which Tebo Construction guaranteed the obligations of the Tebo Installation to the Lender up to a limit of \$3,600,000.
8. Guarantee and postponement agreement, dated July 20, 2022, granted by Frasersview in favour of the Lender, pursuant to which Frasersview guaranteed the obligations of the Tebo Installation to the Lender up to a limit of \$3,600,000.
9. Guarantee and postponement agreement, dated July 26, 2022, granted by Ptolemytech in favour of the Lender, pursuant to which Ptolemytech guaranteed the obligations of the Tebo Installation to the Lender up to a limit of \$3,600,000.
10. Guarantee and postponement agreement, dated November 19, 2021, granted by A Khara in favour of the Lender, pursuant to which A Khara guaranteed the obligations of the Tebo Installation (f.k.a. 1329955 B.C. Ltd.) to the Lender up to a limit of \$1,600,000.
11. Guarantee and postponement agreement, dated July 20, 2022, granted by Algon in favour of the Lender, pursuant to which Algon guaranteed the obligations of the Tebo Construction to the Lender up to a limit of \$2,000,000.

12. Guarantee and postponement agreement, dated July 28, 2022, granted by Tebo Installation in favour of the Lender, pursuant to which Tebo Installation guaranteed the obligations of the Tebo Construction to the Lender up to a limit of \$2,000,000.
13. Guarantee and postponement agreement, dated July 28, 2022, granted by Fraserview in favour of the Lender, pursuant to which Fraserview guaranteed the obligations of the Tebo Construction to the Lender up to a limit of \$2,000,000.
14. Guarantee and postponement agreement, dated July 28, 2022, granted by Ptolemytech in favour of the Lender, pursuant to which Ptolemytech guaranteed the obligations of the Tebo Construction to the Lender up to a limit of \$2,000,000.
15. Guarantee and postponement agreement, dated July 20, 2022, granted by Algon in favour of the Lender, pursuant to which Algon guaranteed the obligations of the Fraserview to the Lender up to a limit of \$2,000,000.
16. Guarantee and postponement agreement, dated July 20, 2022, granted by Tebo Installations in favour of the Lender, pursuant to which Tebo Installations guaranteed the obligations of the Fraserview to the Lender up to a limit of \$2,000,000.
17. Guarantee and postponement agreement, dated July 20, 2022, granted by Tebo Construction in favour of the Lender, pursuant to which Tebo Construction guaranteed the obligations of the Fraserview to the Lender up to a limit of \$2,000,000.
18. Guarantee and postponement agreement, dated July 20, 2022, granted by Ptolemytech in favour of the Lender, pursuant to which Ptolemytech guaranteed the obligations of the Fraserview to the Lender up to a limit of \$2,000,000.
19. Guarantee and postponement agreement, dated January 21, 2021, granted by A Khara and J Khara in favour of the Lender, pursuant to which A Khara and J Khara jointly and severally guaranteed the obligations of the Fraserview to the Lender up to a limit of \$20,000.
20. General Security Agreement, dated November 19, 2021, granted by Algon in favour of the Lender.
21. General Security Agreement, dated November 19, 2021, granted by Tebo Installations (f.k.a. 1329955 B.C. Ltd.) in favour of the Lender.
22. General Security Agreement, dated July 28, 2022, granted by Tebo Construction in favour of the Lender.
23. General Security Agreement, dated January 21, 2022, granted by Fraserview in favour of the Lender.
24. General Security Agreement, dated November 19, 2021, granted by Ptolemytech in favour of the Lender.

SCHEDULE "B"

Form of Borrowers' Consent

BORROWERS' CONSENT AND AGREEMENT

TO: Royal Bank of Canada (the "**Lender**")

AND TO: KPMG LLP (the "**Consultant**")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Algon Holdings Inc., Ptolemytech Consultants Inc., Tebo Mill Construction Inc., Tebo Mill Installations Inc., Fraserview Fabrication and Machining Inc., Alankara Khara and Jyoti Khara, and their affiliates (collectively, the "**Borrowers**") hereby (i) consents and agrees to the appointment of the Consultant as consultant to the Lender in accordance with the letter of engagement between the Consultant and the Lender (the "**Engagement Letter**"), and (ii) acknowledges that it has read and understood the terms and conditions of the Engagement Letter.

The Borrowers hereby further acknowledges and agrees as follows:

1. It will co-operate fully with the Consultant and provide the Consultant with full and unrestricted access to all information concerning the Borrowers' undertaking, property and affairs in order to carry out the engagement contemplated by the Engagement Letter (the "**Engagement**"), except such information that is subject to solicitor-client privilege. The Consultant shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal, financial and other records, documents and files, including copies thereof (the "**Information**") of the Borrowers. The Consultant may make copies of any and all documents, including electronically stored data and computer records, which the Consultant considers necessary to complete its review.
2. It shall instruct its officers, directors, brokers, servicers, employees, agents, consultants, bankers, accountants, solicitors and other advisors to co-operate fully with the Consultant including by providing all Information requested by the Consultant that is in their respective possession or control and by answering all questions and providing such analysis and explanations as the Consultant may reasonably request, in each case to the best of their knowledge and ability.
3. It will use reasonable skill, care and attention to ensure that all information provided to the Consultant is accurate and complete and will notify the Consultant if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied upon.
4. It irrevocably authorizes the Lender to disclose to the Consultant any information that the Lender has concerning the Borrowers, its business and affairs. In addition, the Borrowers irrevocably authorizes the Consultant to report any financial or other information gathered by the Consultant to the Lender. The Borrowers further specifically authorizes the Lender to divulge any confidential information of the Borrowers the Lender deems necessary or desirable in connection with or pursuant to any Court proceeding commenced by or to which the Lender are a party or in connection with the exercise of any of the Lender's remedies against the Borrowers including, without limitation, enforcing the security held by the Lender or to any potential assignee of the Lender's debt and security.

5. All verbal and written reports provided or issued by the Consultant will be provided or issued solely to the Lender and none of the information, analysis or recommendations provided by the Consultant will be disclosed to the Borrowers. All advice (written or oral) and any modeling, analysis or methodologies given or developed by Consultant in connection with the Engagement is intended solely for the benefit and use of the Lender.
6. The Lender and the Consultant shall have no responsibility for the decisions and activities of the Borrowers and the Consultant will have no management responsibilities with or for (i) the Borrowers and will not offer advice or direction to, or exercise any control over the business and affairs of the Borrowers, or (ii) the Lender. The Consultant will have no fiduciary duties or other duty of care to the Borrowers and nothing herein and nothing done pursuant to the Engagement will constitute an arrangement, agreement or relationship between the Borrowers and the Consultant. The Lender and the Borrowers will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Borrowers shall not hold out to any person that the Consultant is acting other than as a consultant to the Lender.
7. All of the terms of the security and guarantees given to the Lender in relation to the Loan and Security Documents and the indebtedness and liabilities of the Borrowers to the Lender will remain in full force and effect. The Engagement of the Consultant shall not waive, prejudice, impair or adversely affect the rights and remedies of the Lender against the Borrowers or any guarantor whether pursuant to applicable law or any security, guarantees or other agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which may exist in relation to any of the Loan and Security Documents or any guarantees or other agreements held by the Lender. Further, the Engagement of the Consultant by the Lender is not an act of enforcement of any of the Lender's and/or the Lender's security and the Borrowers continues in full possession and control of all of its property, assets and business.
8. The Borrowers hereby agree that they are responsible for and will pay the fees and expenses of the Consultant (including legal costs) related to the Engagement and hereby indemnifies and agrees to save harmless the Lender with respect to all such fees and expenses. Any fees paid by the Lender on behalf of the Borrowers shall be treated as an advance to the Borrowers and form part of its indebtedness to the Lender, secured by the Lender's security documentation.
9. Neither the Consultant or the Lender, shall have any liability, responsibility or obligation to the Borrowers, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising out of or in connection with the Engagement.
10. During the course of the Engagement, the Consultant may collect personal information about identifiable individuals ("**Personal Information**"), either from the Borrowers or from third parties but solely for purposes related to the Engagement. The Borrowers agrees to obtain such consents or take such other action as may be required under applicable law to permit such collection and use of Personal Information.

11. The Borrowers confirms and agrees to the terms in the Engagement Letter, including the Standard Terms and Conditions (the "Ts & Cs") attached thereto, and to perform the obligations of the Borrowers provided for thereunder. In the event there is a conflict between the terms contained in this Borrowers' Consent and Agreement (the "Consent") and the Ts & Cs, the Consent will prevail.
12. The Borrowers will indemnify, defend and hold harmless the Consultant, its affiliates and subcontractors and their partners, principals, officers, directors, employees, representatives and personnel (each, an "Indemnified Party" and collectively the "Indemnified Parties") against all costs, fees, expenses, claims, damages and liabilities (including defense costs) associated with any third party claim relating to or arising as a result of the Indemnified Parties' acceptance of or the performance or non-performance of their obligations under the Engagement Letter; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment to have resulted primarily and directly from such Indemnified Party's gross negligence, bad faith or willful misconduct. If any person or entity requests or subpoenas any information or materials related to the Engagement Letter, the Consultant will inform the Borrowers of such request or subpoena if permitted by law. The Borrowers agrees to reimburse the Consultant for any time and expenses related to the request or subpoena.

By signature of the undersigned signing officer(s), the Borrowers acknowledges and confirms that they have received no commitment, representation or warranty from the Lender or the Consultant in connection with the Engagement, and that the Lender reserves all rights and remedies, including the right to enforce and realize on the security and guarantees it holds as it may consider appropriate in its sole discretion. The Borrowers further (a) acknowledges having been informed that the Consultant (or one of its affiliates) may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy and/or trustee under a *Bankruptcy and Insolvency Act* (Canada) proposal, of all or any of the undertaking, property and assets of the Borrowers and (b) agrees that it will not object to the appointment of the Consultant (or any of its affiliates) in any such capacity and that such appointment shall not be a conflict of interest by virtue of any of the engagements disclosed by the Consultant or the Consultant having been appointed as consultant for the Lender, as provided for herein. Further the Borrowers agrees that if any such appointment of the Consultant is made, all Information obtained by the Consultant in the course of the Engagement may be used by it in such capacity.

[Signature Page to Follow]

Dated and signed at _____ this _____ day of May, 2023

ALGON HOLDINGS INC.

TEBO MILL INSTALLATIONS INC

Per: Alankar AS Khara
Name:
Title:

Per: Alankar AS Khara
Name:
Title:

TEBO MILL CONSTRUCTION INC.

FRASERVIEW FABRICATION AND MACHINING INC.

Per: Alankar AS Khara
Name:
Title:

Per: Alankar AS Khara
Name:
Title:

PTOLEMYTECH CONSULTANTS INC.

Per: Jyoti Singh
Name:
Title:

SIGNED AND DELIVERED in the presence of:

Jyoti Singh
Signature

3230 Baird Road, North Vancouver, V7K 2G7
Address

Managing Director
Occupation

Alankar AS Khara
ALANKARA KHARA

SIGNED AND DELIVERED in the presence
of:

Alankar AS Khara

Signature

8056 Alexander Road, Delta BC V4G 1G7


Address

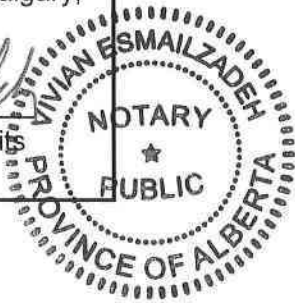
Managing Director

Occupation

Jyoti Singh

JYOTI KHARA

This is **Exhibit "Q"**, referred to in the Affidavit of Michael Wells
Affirmed before me at the City of Calgary,
on 2/OCT/2023.

A Commissioner for Taking Affidavits
For Alberta



VIVIAN ESMAILZADEH
Student at law

AMENDING FORBEARANCE AGREEMENT

THIS AMENDING AGREEMENT dated as of August 18, 2023, is made

AMONG:

ALGON HOLDINGS INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Algon")

AND:

TEBO MILL INSTALLATIONS INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Tebo Installations")

AND:

TEBO MILL CONSTRUCTION INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Tebo Construction")

AND:

FRASERVIEW FABRICATION AND MACHINING INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Fraserview", and together with Algon, Tebo Installations and Tebo Construction, the "**Borrowers**")

AND:

PTOLEMYTECH CONSULTANTS INC., a corporation incorporated under the laws of the Province of British Columbia, having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("Ptolemytech", and together with the Borrowers, the "**Corporate Loan Parties**")

AND:

ALANKARA KHARA, a business person having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

("A Khara")

AND:

JYOTI KHARA, a business person having an address at 3230 Baird Road, North Vancouver, BC, V7K 2G7

(“**J Khara**”, and together with Ptolemytech and A Khara, the “**Guarantors**”, and the Guarantors together with the Borrowers, the “**Loan Parties**”)

AND:

ROYAL BANK OF CANADA, having an address at 5th Floor, 335 8th Ave SW, Calgary, AB, T2P 1C9

(the “**Lender**”)

WHEREAS:

A. The Lender and the Loan Parties entered into a Forbearance Agreement dated as of May 26, 2023 (the “**Forbearance Agreement**”), pursuant to which the Lender agreed to forbear from enforcing repayment of the Credit Facilities and taking steps to enforce the Security on the terms and conditions set out therein;

B. Unless otherwise defined herein, capitalized terms used in this Amending Agreement shall have the meanings given to them in the Forbearance Agreement, provided that the term “**Guarantees**” and “**Credit Documents**” shall be deemed to include the guarantee dated June 9, 2023, delivered pursuant to Section 2.8(a) of the Forbearance Agreement, pursuant to which J Khara guaranteed the obligations of Tebo Installations to the Lender, up to a limit of \$1,600,000;

C. The Loan Parties have requested that the Lenders extend the Forbearance Period to September 15, 2023, which the Lender has agreed to subject to the terms and conditions of this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT witnesses that in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1.0 INTERPRETATION

1.1 Gender and Number

In this Amending Agreement, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.2 Section Headings

The insertion of headings and the division of this Amending Agreement into Sections are for the convenience of reference only and shall not affect the interpretation hereof.

1.3 Entire Agreement

This Amending Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

1.4 Severability of Provisions

The invalidity or unenforceability of any provision of this Amending Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

1.5 Currency

All dollar amounts referred to in this Amending Agreement are Canadian Dollars unless otherwise indicated.

1.6 Paramountcy

In the event of any inconsistency between the terms and conditions of this Amending Agreement and the terms and conditions of any Credit Document, the terms and conditions of this Amending Agreement shall prevail.

2.0 ACKNOWLEDGEMENTS, COVENANTS AND FORBEARANCE

2.1 Truth of Recitals

Each of the Loan Parties covenants and confirms the accuracy of the facts and matters set out in Recitals A through C above and agrees that the same shall be contractual and not a mere recital and that the same will form an integral part hereof.

2.2 Outstanding Indebtedness

The Loan Parties acknowledge that, as at August 17, 2023 (and for clarity, prior to the Initial Payment (as defined below)):

- (a) Algon was indebted to the Lender, as principal borrower, in the amount of \$4,166,715.02; and
- (b) Tebo Installations was indebted to the Lender, as principal borrower, in the amount of \$1,562,848.14

and as a result of the foregoing and pursuant to the Guarantees, the Loan Parties are collectively indebted to the Lender, jointly and severally, in the total amount of \$5,729,563.16, plus costs, expenses and interest as provided in the Credit Agreements (the "**Borrower Indebtedness**").

In addition to the foregoing, the Loan Parties acknowledge that, as at August 17, 2023, Ptolemytech was indebted to the Lender pursuant to a credit card facility in the amount of \$31.35 (the "**Ptolemytech Indebtedness**", and together with the Borrower Indebtedness, the "**Outstanding Indebtedness**").

2.3 Acknowledgements

The Loan Parties acknowledge and agree with the Lender that:

- (a) the Outstanding Indebtedness is now due and owing to the Lender by the Borrowers without abatement or setoff of any kind;
- (b) pursuant to the Guarantees, the Loan Parties have guaranteed the due and punctual payment of the Borrower Indebtedness to the Lender, and each of the Guarantees (i) is valid and enforceable in accordance with its terms, (ii) is not released or merged in any manner as a result of the execution and delivery of this Amending Agreement, and (iii) remains in full force and effect following execution of this Amending Agreement;
- (c) each of the Security (i) is valid and enforceable in accordance with its terms, (ii) is not released or merged in any manner as a result of the execution and delivery of this Amending Agreement, (iii) remains in full force and effect following execution of this Amending Agreement, and (iv) is held for the benefit of the Lender as security for the Outstanding Indebtedness.
- (d) the Lender has demanded immediate payment in full of the Outstanding Indebtedness and is entitled to take immediate steps to enforce the Security; and
- (e) the Lender is under no obligation whatsoever to provide further loans, advances, or other credit accommodation to the Loan Parties.

2.4 Release

Each of the Loan Parties hereby releases and forever discharges the Lender and its directors, officers, shareholders, limited partners, general partners, employees, agents, successors and assigns of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected, whether at law or in equity, which they ever had or now have or which they or their respective heirs, executors, administrators, officers, agents, successors and assigns hereafter can, shall or may have by reason of any cause, matter, error, omission, neglect or thing whatsoever existing as at the date of this Amending Agreement.

2.5 Waiver

Each of the Loan Parties hereby waives against the Lender and its successors and assigns any defence which they may have existing up to the present time to any action brought by the Lender to collect the Outstanding Indebtedness or to enforce or realize the Security, which said defence arises, whether by counterclaim or defence, by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by the Lender or its directors, officers, shareholders, limited partners, general partners, agents, employees, administrators, successors and assigns existing as at the date of this Amending Agreement.

3.0 AMENDMENTS TO FORBEARANCE AGREEMENT

3.1 Extension of Forbearance

The reference to "**June 30, 2023**" in Section 2.6 of the Forbearance Agreement is hereby deleted and replaced with "**September 15, 2023**"), such that the Forbearance Period shall expire September 15, 2023, subject to the terms and conditions of the Forbearance Agreement and this Amending Agreement.

3.2 Continuation of Forbearance Terms

Except as expressly modified herein, each of the Loan Parties:

- (a) agrees that the terms and conditions set out in the Forbearance Agreement continue to apply and remain in full force and effect;
- (b) confirms and reaffirms all acknowledgments and covenants; and
- (c) agrees with and confirms to the Lenders that, as of the date hereof, each of the representations and warranties contained in the Credit Agreements and the Forbearance Agreement is true and accurate in all material respects, as if such representations and warranties were made as of the date of this Amending Agreement.

3.3 Scheduled Repayments

The Borrowers shall:

- (a) have repaid \$230,705.51 on or immediately prior to the date hereof (the "**Initial Payment**"); and
- (b) repay a further \$152,733.72 on or before August 31, 2023.

3.4 Event of Default

For the purposes of this Amending Agreement and the Forbearance Agreement, and without limitation to Section 3.1 of the Forbearance Agreement, it shall be an additional Event of Default if any Loan Party fails to duly perform or observe any term, condition, covenant or obligation under this Amending Agreement.

4.0 GENERAL

4.1 Expenses

Without limiting the obligations of the Borrowers under the Credit Agreements, the Borrower agrees to pay all reasonable legal fees and disbursements and taxes thereon incurred by the Lender in connection with this Amending Agreement and all reasonable matters incidental hereto.

4.2 Further Assurances

Each of the Loan Parties covenants and agrees to take all such action and to execute all such documents as the Lender may request to implement the provisions of this Amending Agreement fully and effectively.

4.3 Amendment, Supplement or Waiver

No amendment, supplement or waiver of any provision of this Amending Agreement, nor any consent to any departure by the Loan Parties therefrom, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver or act or omission of the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach of any provision of this Amending Agreement or the rights resulting from them.

4.4 Address for Notice

Notice to be given under this Amending Agreement shall be in writing addressed to the party for whom it is intended and, unless the law deems a particular notice to be received earlier, a notice shall not be deemed received until actual receipt by the other party of an original of such notice or a facsimile or electronic copy thereof if sent by facsimile or electronic transmission. The addresses of the parties hereto for the purposes hereof shall be the addresses specified in the Credit Agreement, or such other mailing or facsimile addresses as each party from time to time may notify the other as aforesaid.

4.5 Independent Legal Advice

Each of the Loan Parties hereby acknowledges that they have received independent legal advice with respect to the execution and delivery of this Amending Agreement and all related documentation and each of the Loan Parties confirms that they have entered into this Amending Agreement of their own free will.

4.6 Enurement

This Amending Agreement shall enure to the benefit of, and be binding upon, the individual parties hereto and their respective heirs, executors, administrators, successors and permitted assigns and upon the Loan Parties and the Lender and their respective successors and assigns.

4.7 Counterparts

This Amending Agreement may be executed and delivered by facsimile or other electronic means (including PDF) and in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same document.

[Signature Page to Follow]

IN WITNESS of this Amending Agreement, the parties have executed and delivered this Amending Agreement as of the date given above.

ALGON HOLDINGS INC.

TEBO MILL INSTALLATIONS INC

Per: 
Name:ALANKAR KHARA
Title:Managing Director

Per: 
Name:ALANKAR KHARA
Title:Managing Director

TEBO MILL CONSTRUCTION INC.

FRASERVIEW FABRICATION AND MACHINING INC.

Per: 
Name:ALANKAR KHARA
Title:Managing Director

Per: 
Name:ALANKAR KHARA
Title:Managing Director

PTOLEMYTECH CONSULTANTS INC.

Per: 
Name:JYOTI KHARA
Title:Director

SIGNED AND DELIVERED in the presence of:



Signature SOMYA KWATRA

8056 Alexander Rd., Delta, BC V4G1G7
Address

OFFICE COORDINATOR
Occupation


ALANKAR KHARA

SIGNED AND DELIVERED in the presence
of:



Signature SOMYA KWATRA

8056 Alexander Rd., Delta, BC V4G1G7

Address

OFFICE COORDINATOR

Occupation



JYOTI KHARA

ROYAL BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SIGNED AND DELIVERED in the presence
of:

Signature

Address

Occupation

JYOTI KHARA

ROYAL BANK OF CANADA

Per: Michael Wells
Name: Michael Wells - Sr. Manager Special Loans
Title:

Per: _____
Name:
Title: