



This is the 7<sup>th</sup> affidavit  
of Dennis M. Lindahl in this case  
and was made on 21 / Jul / 2015

NO. S-154746  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*  
R.S.C. 1985, c. C-36, as amended

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*,  
R.S.C. 1985 c. C-44, as amended

AND

IN THE MATTER OF NORTH AMERICAN TUNGSTEN CORPORATION LTD.

PETITIONER

**AFFIDAVIT**

I, **DENNIS M. LINDAHL**, of 1640 – 1188 West Georgia Street, Vancouver, British Columbia, businessperson, SWEAR (OR AFFIRM) THAT:

1. I am the chief financial officer and a director of North American Tungsten Corporation Ltd., the petitioner in this proceeding ("**NATC**" or the "**Company**"), and as such have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify, in which case, I believe that both the information from the informant and the resulting statement are true.
2. I am authorized to make this Affidavit on behalf of the Petitioner in support of the relief sought in the Notice of Application filed in the above-captioned proceedings seeking approval of a Key Employee Retention Plan ("**KERP**").
3. Further to my Affidavit sworn July 2, 2015 (the "**Fourth Lindahl Affidavit**"), the Company has developed an operating plan to:
  - (a) continue operations at the Cantung Mine until the end of October, 2015, including management of environmental care;

- (b) conduct an orderly wind down of underground mining activities, including a staged disposition of underground mining equipment (primarily mobile equipment) to reduce amounts owed to Callidus Capital Corporation ("**Callidus**"), and positioning the Cantung mine for care and maintenance through to the spring of 2016;
- (c) continue efforts to reconfigure its mill facilities for tailings reprocessing and progressive reclamation, which will create additional operating flexibility for an investor or purchaser; and
- (d) continue to work and negotiate with the Government of the Northwest Territories to preserve the long term value of the Mactung property and mitigate reclamation liabilities at Cantung,

(collectively, the "**Operating Plan**").

4. As set out in the Fourth Lindahl Affidavit, the Operating Plan, and in particular continuing with Cantung Mine operations, will have a substantial benefit to all stakeholders, and will allow NATC to generate an additional net \$4 million over the period to October 31, 2015 from operating revenues, as compared to the results from implementing an accelerated wind down of the Cantung Mine.

5. Concurrently with the Operating Plan, the Petitioner has developed a Sale and Investment Solicitation Process (the "**SISP**") to identify long-term investors in NATC or purchasers of some or all of its assets or business, which SISP will run parallel to the Operating Plan, with the aim of closing a transaction that benefits the Company's stakeholders (a "**Successful Transaction**") by late 2015.

6. The board of directors and senior management of NATC believe that the retention of certain key employees of NATC is critical to continue operations at the Cantung Mine, which is necessary to support the revenue in the cashflow, and therefore to maximizing the value of NATC and the likelihood of a successful SISP.

7. A list of those key employees (the "**Eligible Employees**"), their respective positions, compensation and proposed retention bonuses is attached to my eighth affidavit, to be sworn concurrently with this affidavit and filed under seal with the Court. The detailed information is confidential and private as between NATC and the individual Eligible Employees. Moreover, it is important that the details remain confidential as they include full details of the current compensation, and the proposed Retention Payment under the KERF, for each Eligible Employee. Widespread disclosure of that information could create difficulties among the remaining employees. In addition, the information contained in the list could be used by competitors to lure away key personnel.

8. The Board of NATC recognizes that managing operations at NATC's Cantung Mine and achieving a Successful Transaction will require engagement, focus, and proper incentives for the non-executive senior management team, primarily at the mine site but also in regards to certain limited head office employees.

9. The Board of NATC has recently considered the KERP, including the identity of the Eligible Employees, and passed a resolution approving the KERP and authorizing NATC to seek approval thereof. The Board also concluded that an incentive plan for executive management (including myself) is not necessary.

10. The objective of the KERP is to encourage the retention of the Eligible Employees through two stages of the restructuring: firstly, through the during the Operating Plan and the subsequent transition to care and maintenance; and secondly, through the conclusion of the solicitation process under the SISP and the implementation of a Successful Transaction.

11. Now shown to me and attached hereto as **Exhibit "A"** is a copy of the proposed KERP, subject to Court approval.

12. Some of the key terms under the KERP include:

- (a) The KERP shall provide for payments, in two installments, totaling \$290,000 (the "**Retention Amount**"), allocated to 22 Eligible Employees with total annual compensation of \$2,600,000.
- (b) The first installment will be part of the Eligible Employees' payroll for the period ended September 30, 2015.
- (c) The second installment will be paid on the earlier of the Eligible Employee's payroll for period ended December 31, 2015 or the date on which a Successful Transaction is implemented and the CCAA Proceedings are terminated.
- (d) Eligible Employees are entitled to each instalment of their allocated share of the Retention Amount if they remain an employee of NATC until the relevant instalment date and are not terminated for cause before that time. If an Entitled Employee is terminated without cause by NATC, the employee will receive his or her full allocated share of the Retention Amount.
- (e) Payments under the KERP will be made from a trust fund, which is to be established by the Company and held by the Monitor, approved by the

Court and funded from the Company's cashflow over the next two months.

13. In my view, the KERP is appropriate in the circumstances because the retention of the Eligible Employees and/or the KERP itself will:

- (a) Preserve operational efficiency throughout the restructuring, reducing further losses;
- (b) Provide some employment certainty to the Eligible Employees and avoid the distraction of those employees searching for other employment;
- (c) Reduce knowledge loss that will result if the Eligible Employees opt to work elsewhere;
- (d) Reduce the time and expense required to find replacement staff; and
- (e) Incentivize the Eligible Employees to dedicate their time and attention to the SISP and the Operating Plan.

14. Finding replacement staff would be particularly challenging in light of NATC's current circumstances and the anticipated transition of the Cantung Mine to care and maintenance. As a result, any such hiring would likely involve additional expense to entice new employees (signing bonuses, potential salary increases, possible retention bonuses, etc.) that may approach or exceed the amount payable under the proposed KERP. Retention of the Eligible Employees is thus financially responsible.

15. To secure the payments under the KERP, and as referenced above, the Company is seeking authorization to make regular payments out of its cashflow into trust (the "**Trust Payments**"), for the benefit of the Eligible Employees.

16. The Company proposes to make the Trust Payments to the Monitor, which will hold the funds in trust pending distribution of the Retention Payments to the Eligible Employees in accordance with the KERP.

17. Now shown to me and attached hereto as **Exhibit "B"** is a copy of a proposed trust agreement between the Company and the Monitor to facilitate this arrangement. This arrangement will obviate the need for a Court ordered KERP priority charge which I understand is the typical mechanism to secure obligations pursuant to employee retention plans in CCAA proceedings.

18. I note that the most recent cashflow projection filed by the Petitioner, a copy of which is attached to the Monitor's Fourth Report, includes allowances for key employee

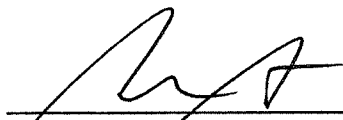
retention payments, which are subsumed in the "Employee costs – mine site" and "Employee costs – head office" expense items. In particular, key employee retention payments in the amount of \$50,000 were initially projected to begin July 17, 2015, and continue bi-weekly to September 25, 2015, for a total of \$300,000, with two further \$100,000 payments projected to be made in October, 2015. The \$500,000 amount initially contemplated for retention payments has been further refined, downward, to \$290,000 as now proposed.

19. As a result, the Company will be able to fully fund the proposed trust fund before the first installment of the Retention Payments is due under the KERP without having an adverse impact on the projected cashflow previously filed with the Court.

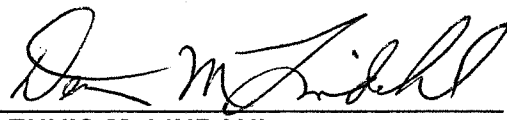
20. I also note that, although these anticipated payments were not broken out into a separate line item in the summary cashflow filed with the Monitor's Fourth Report, they were specifically discussed with the Monitor, and noted in the presentation material provided by the Company to its key stakeholders in the course of discussing potential interim financing.

21. In my view, the Trust Payments are necessary to provide the Eligible Employees with certainty regarding the amounts to be paid pursuant to the KERP.

SWORN (OR AFFIRMED) BEFORE ME at  
Vancouver, BC, on 21 / 07 / 2015.



A Commissioner for taking Affidavits within  
British Columbia



DENNIS M. LINDAHL

JORDAN D. SCHULTZ  
*Barrister & Solicitor*  
DENTONS CANADA LLP  
20th Floor, 250 Howe Street  
Vancouver, B.C. V6C 3R8  
Telephone (604) 687-4460

**North American Tungsten Corporation Ltd. ("NATC")  
Key Employee Retention Plan Terms**

Management and the Board of NATC believe that retention of the key employees of NATC is critical to maximizing the value of NATC as NATC moves through its restructuring process under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). The Board also recognizes that managing operations at its Cantung mine and achieving a result in the CCAA Proceedings that benefits the stakeholders generally and which may involve a sale, investment or restructuring plan (a "**Successful Transaction**") will require engagement, focus and proper incentives for the non-executive senior management team. Further, the Board concluded that an incentive plan for executive management is not necessary.

Accordingly, NATC proposes to implement a key employee retention plan ("**KERP**").

The objective of the KERP is to encourage the retention of certain employees in two stages, firstly, through the anticipated Cantung mine production schedule into October 2015 and the subsequent transition to care and maintenance; and secondly, through the sale and investment process and implementation of a Successful Transaction in accordance with the objectives and interests of NATC and its stakeholders.

The KERP comprises the program described in Schedule "A" – The Key Employee Retention Plan.

Implementation of the KERP is conditional on the Court making an Order (the "**KERP Approval Order**") approving the KERP and authorizing NATC to pay certain amounts from cashflow into trust as security for the amounts payable under the KERP (the "**Trust Fund**"), in an aggregate amount sufficient to secure payment of all entitlements under the KERP.

This is Exhibit " A " referred to in the  
affidavit of ..... Dennis Lindahl .....  
sworn before me at ..... Vancouver, BC .....  
this 21... day of ..... July ..... 2015.  
.....  
A Commissioner for taking Affidavits  
for British Columbia

## SCHEDULE "A" – KEY EMPLOYEE RETENTION PLAN

### **Purpose:**

The purpose of this KERP is to provide for the retention of key non-executive management employees of NATC until the outcome of the sale and investment process and the CCAA Proceedings is known.

### **Retention Amount:**

This KERP shall provide for payments totaling CAD\$290,000 (the "**Retention Amount**"), allocated to 22 Eligible Employees with total annual compensation of CAD\$2,600,000 (collectively, the "**Eligible Employees**").

### **Eligibility:**

The Eligible Employees are entitled to their respective allocated shares of the Retention Amount provided that the Eligible Employee remains an employee of NATC until: a) the relevant installment date (described below) or (b) their termination without cause by NATC.

### **Payment:**

The Retention Amount will be paid to the Eligible Employees in two equal installments, as follows:

**First Installment:** As part of the Eligible Employees' payroll for the period ended September 30, 2015;

**Second Installment:** As part of the Eligible Employees' payroll for the period ended December 31, 2015 or the date on which a Successful Transaction is implemented and the CCAA Proceedings are terminated, whichever is earlier.

In the event that an Eligible Employee is terminated without cause by NATC, the Eligible Employee will receive his or her full allocated share of the Retention Amount as part of their final pay.

All amounts payable under the Retention Plan will be net of applicable withholdings.

Payment of the Retention Amount shall be made from the Trust Fund.

This is Exhibit " B " referred to in the  
affidavit of Dennis Lindahl  
sworn before me at Vancouver, BC  
this 21 day of July, 2015  
.....  
A Commissioner for taking Affidavits  
for British Columbia

THIS TRUST AGREEMENT is made as of the 24<sup>th</sup> day of July, 2015.

**BETWEEN:**

**NORTH AMERICAN TUNGSTEN CORPORATION LTD.**, a company incorporated under the laws of Canada (the "**Company**")

**AND:**

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as court appointed Monitor in the CCAA Proceedings (the "**Trustee**")

**WHEREAS**

- A. On June 9, 2015, the Company commenced proceedings under the Companies' Creditors Arrangement Act in the Supreme Court of British Columbia, Vancouver Registry (the "**Court**"), Action No. S154746 (the "**CCAA Proceedings**").
- B. The Company has approved a Key Employee Retention Plan (the "**KERP**"), a copy of which is attached hereto as Schedule "A", under which the Company intends to pay certain amounts (the "**Retention Amounts**") to certain non-executive senior management employees (the "**Eligible Employees**"), as specified in Schedule "B" hereto;
- C. The Company is desirous that the Trustee be the trustee of a fund to be established in order to secure payment of the Retention Payments as contemplated by the KERP, and the Trustee is willing to do so pursuant to the terms of this Agreement; and
- D. The Company and the Trustee have agreed to enter into this Agreement to: (i) provide for the appointment of the Trustee; (ii) record the Trustee's acceptance of the trust; and (iii) state the duties of the Trustee.

NOW THEREFORE the Company and the Trustee agree as follows:

**Trust Account**

- 1. The Company shall, from time to time but in any event on or before September 25, 2015, deliver the total sum of \$290,000.00 (the "**Trust Funds**") to the Trustee to secure payment of the Retention Amounts under the KERP. The Trust Funds may be delivered by the Company to the Trustee in whole or in several parts, at the sole discretion of the Company.
- 2. Upon delivery of the Trust Funds or any part thereof to the Trustee, as set out in paragraph 1 hereof, the Company shall be deemed to have assigned, transferred and set over such amounts to the Trustee, in trust, upon and subject to the terms of this Agreement.



3. The Trustee accepts the trust herein set out and agrees to hold, distribute and administer the Trust Funds in trust for the benefit of the Eligible Employees and the Company in accordance with the provisions of this Agreement.

4. All contributions of the Trust Funds or any part thereof cannot be revoked and such property will not revert to the Company except on the terms and conditions provided for in this Agreement. Any and all distributions of the Trust Funds will be made in accordance with the terms and conditions of this Agreement.

#### **Distributions of Trust Funds**

5. Within five (5) business days of any Eligible Employee ceasing to be eligible to receive some or all of his or her Retention Amount, as described in Schedule "B" to this Agreement, pursuant to the KERP, the Company shall deliver to the Trustee a certificate (each an "**Exclusion Certificate**"), signed by the Chief Financial Officer of the Company, certifying:

- (a) the relevant Eligible Employee (in each case, the "**Excluded Employee**") has ceased to be eligible to receive some or all of his or her Retention Amount pursuant to the KERP, as applicable; and
- (b) the maximum aggregate amount of the Retention Amounts that may be payable to the remaining Eligible Employees after the date of the Exclusion Certificate (the "**Certificate Amount**").

Upon receipt of an Exclusion Certificate:

- (a) the Trustee shall pay to the Company the amount (if any) of the Trust Funds held by the Trustee that is in excess of the Certificate Amount;
- (b) the Trustee's obligations in respect of the Trust Funds shall be limited to the Certificate Amount; and
- (c) the obligation of the Company to deliver the Trust Funds to the Trustee, as set out in paragraph 1 of this Agreement, shall be reduced to the Certificate Amount.

6. At least 5 business days, but no more than 10 business days, after each of the dates (each a "**Payment Date**") on which payment of the Retention Amounts, or any part thereof, becomes due under the KERP, the Trustee shall pay each Eligible Employee (other than any Excluded Employees) the applicable Retention Amount or part thereof, as indicated in Schedule "B" and in accordance with the KERP, in payment and satisfaction of the Retention Amount or part thereof payable to that Eligible Employee on that Payment Date.

7. The Trustee shall deduct from any moneys payable to an Eligible Employee out of the Trust Funds any amounts required to be withheld by reason of any law or regulation for payment of taxes or otherwise to the Government of Canada or any government of any province or territory in Canada and shall remit on a timely basis to the appropriate government official all amounts so deducted. The Company shall provide the Trustee, no later than 5 business days after each Payment Date, with such information as the Trustee may require to enable it to withhold and remit such amounts.

8. The Trustee shall not be liable for any employee-related liabilities of the Company, statutory or otherwise, including any successor employer liabilities, other than amounts the Trustee may specifically agree in writing to pay.

#### **Powers of the Trustee**

9. The Trustee shall have the following powers and authority in administration of the Trust Funds, to be exercised in accordance with and subject to the provisions of this Agreement:

- (a) **Exercise of Owner's Rights** – to exercise any of the powers of an owner with respect to all deposits held as part of the Trust Funds;
- (b) **Registration of Deposits** – to cause any deposits held as part of the Trust Funds to be registered in its own name as trustee, or in the name of one or more of its nominees as trustee;
- (c) **Execution of Instruments** – to make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (d) **Settlement of Claims and Debts** – to settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Funds, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Funds in all suits and legal and administrative proceedings, provided that the Trustee shall not be obligated to do so unless it has first been indemnified by the Company to its satisfaction against any expenses or liabilities which it may incur as a result thereof;
- (e) **Interpleader** – in the event of a dispute between the parties concerning their respective obligations under this Agreement, or in connection with this Agreement or the KERP, or in the event that any person makes a claim to any or all of the Trust Funds, to interplead the Trust Funds then held by the Trustee or any part thereof into Court, provided and on condition that the costs of the Trustee of doing so shall be paid by the Company;
- (f) **Employment of Agents and Counsel** – to employ suitable agents and counsel and to pay their reasonable expenses and compensation; and
- (g) **Power to do any Necessary Act** – to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Funds, including but not limited to the making of elections required or permitted or payment of tax required under the Income Tax Act.

The powers granted to the Trustee under this section shall be exercised by the Trustee in its discretion.

#### **Accounting**

10. The Trustee shall keep accurate accounts of all receipts, disbursements and other transactions in connection with the Trust Funds and all records relating thereto shall, subject to the prior consent and approval of the Trustee or order of the Court, be open to inspection and audit by any person designated by the Company at the Trustee's office in Vancouver, British Columbia.

11. The Trustee shall furnish to the Company within 30 days after the distribution of the Trust Funds in accordance herewith or the removal or resignation of the Trustee or termination of the trust (collectively, the "**Termination Date**"), a written statement of account setting forth all receipts, disbursements and other transactions effected by it from the date of this Agreement to the Termination Date. Upon the expiration of 60 days from the date of delivery of such statement, or upon the prior approval of the Company or the Court, the Trustee shall be forever relieved and discharged from any and all liability in respect of its acts and transactions as shown in any such statement except with respect to any such acts or transactions:

- (a) as to which the Company shall within such 60 day period deliver to the Trustee a written statement objecting thereto; and
- (b) for loss to or diminution of the assets comprising the Trust Funds resulting from gross negligence or wilful misconduct of the Trustee.

Notwithstanding the foregoing, the Trustee shall have the right to elect to have its accounts settled by the Court whether or not the Company has delivered written objection to any account as hereinabove provided, and in the event of such election, only the Trustee and the Company shall be the necessary parties.

#### **Use of Trust Account**

12. The Trust Funds shall be held as security for and applied by the Trustee to satisfy payments required to be made by the Company to the Eligible Employees under the KERP in accordance with this Agreement.

13. Except as specifically provided herein, at no time shall any part of the Trust Funds revert to or be recoverable by the Company, or be used for or diverted to, purposes other than for the exclusive benefit of the Eligible Employees, except such part, if any, of the Trust Funds as may remain at the termination of the Trust after satisfaction of all liabilities with respect to the Eligible Employees under the KERP, as to which the Trustee may rely on the most recent Exclusion Certificate and the Certificate Amount referred to therein. Upon satisfaction of all such liabilities, the Trustee shall remit to the Company for its absolute use and benefit such part, if any, of the Trust Funds as may then remain.

#### **Responsibilities**

- 14. (a) **Standard of Care** – the Trustee shall exercise the powers and duties conferred upon it by this Agreement and shall not be liable for the making, retention or sale of any investment or reinvestment nor for any loss to or diminution of the Trust Funds unless due to the Trustee's own gross negligence or wilful misconduct.
- (b) **Indemnity** – the Company (in addition to any right of indemnity given by law or supplementary indemnity) shall indemnify the Trust Funds and the Trustee against all claims, losses, liabilities, costs, damages or expenses (including reasonable counsel's fees and expenses) (collectively, "**Losses**") arising from or in connection with or related to this Agreement or being the Trustee hereunder including, but not limited to, Losses incurred by the Trustee in connection with its successful defence, in whole or in part, of any claim of gross negligence or wilful misconduct on its part, provided, however, that nothing contained herein shall require the Trustee to be indemnified for Losses caused

by its gross negligence or wilful misconduct. The indemnity hereunder shall survive termination of this Agreement.

- (c) **Compliance with Law** – the Trustee is authorized to comply with any law, order or regulation now or hereafter in force which imposes on the Trustee a duty to take or refrain from taking any action under the KERP or to permit authorized parties to have access to and the right on reasonable notice to examine and make copies of any records relating in any way to the KERP.
- (d) **Services** – except as expressly stated herein, the Trustee makes no representations or warranties, express or implied, regarding the services which it will provide.
- (e) **Liability** – the Trustee shall not be liable for any consequential, punitive or special damages for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or wilful misconduct on its part.

#### **Trustee's Compensation, Expenses and Taxes**

15. The Company shall pay the Trustee a fee for its services in administration of the Trust Funds at a rate from time to time agreed to by the Company and the Trustee, together with all necessary out of pocket expenses.

#### **Removal and Resignation**

16. The Trustee may be removed as trustee of the Trust Funds by the Company, with approval of the Court, at any time upon 60 days (or such shorter time as may be agreed upon between the Company and the Trustee) notice in writing to the Trustee.

17. The Trustee may resign at any time upon 60 days' (or such shorter time as may be agreed upon between the Company and the Trustee) notice in writing to the Company.

18. Upon such removal or resignation (as applicable), the Company shall, subject to Court approval, appoint and designate a successor trustee, and the Trustee after settlement of its accounts shall, subject to its right to interplead the Trust Funds pursuant to paragraph 9(e) hereof, assign and transfer and pay over to such successor trustee the Trust Funds then in possession of the Trustee, less any amount constituting charges and expenses owing to the Trustee, whether in connection with the settlement of its account, or otherwise. Upon the earlier of the issuance of approval by the successor trustee that the Trust Funds are in order and 30 days from the date of delivery of the Trust Funds and all records pertinent thereto, the Trustee shall be forever released and discharged from any liability in respect of its acts hereunder, except any liability resulting from the gross negligence or wilful misconduct of the Trustee.

#### **Rights of the Eligible Employees**

19. Nothing in this Agreement shall be construed to give any Eligible Employee or his or her legal representatives any right, title or interest in or to any asset, profit, earning or accretion to the Trust Funds, except until, and only to the extent that, he or she is lawfully entitled to receive a payment out of the Trust Funds in accordance with the terms of the KERP and this Agreement.

## Miscellaneous

20. This Agreement shall not be effective unless and until it has been approved by the Court and the Trustee and the Company have been authorized and directed by the Court to enter into and carry out the terms of this Agreement, by order of the Court in a form acceptable to the Trustee, acting reasonably. The parties acknowledge and agree that, notwithstanding anything contained in this Agreement, the Trustee's powers and obligations are at all times subject to any existing or subsequent orders of the Court in the CCAA Proceedings.

21. This Agreement shall be construed and enforced according to the laws of the Province of British Columbia and all provisions hereof shall be administered according to the laws of said Province, and any actions, proceedings, or claims against the Trustee or the Trust Funds shall be commenced in the courts of the Province of British Columbia.

22. If any term, condition or provision of this Agreement is determined to be void or unenforceable, in whole or in part, such determination shall not affect the validity of any other term, condition or provision or part thereof.

23. Communications to the Trustee or the Company shall be deemed sufficiently made if delivered personally, sent by prepaid mail, or sent by electronic mail,

*To the Company:*

North American Tungsten Corporation Ltd.  
c/o Dentons Canada LLP  
20<sup>th</sup> Floor, 250 Howe Street  
Vancouver, BC V6C 3R8

Attn: John R. Sandrelli  
Email: john.sandrelli@dentons.com  
AND  
Attn: Michael Axford  
Email: michael.axford@dentons.com

*To the Trustee:*

*with copy to:*

Alvarez & Marsal Canada Inc.  
400 Burrard Street  
Suite 1680, Commerce Place  
Vancouver, BC V6C 3A6

Fasken Martineau DuMoulin LLP  
2900-550 Burrard Street  
Vancouver, BC V6C 0A3

Attn: Todd Martin  
Email: [tmartin@alvarezandmarsal.com](mailto:tmartin@alvarezandmarsal.com)  
AND  
Attn: Tom Powell  
Email: [tpowell@alvarezandmarsal.com](mailto:tpowell@alvarezandmarsal.com)

Attn: Kibben Jackson  
Email: [kjackson@fasken.com](mailto:kjackson@fasken.com)  
AND  
Attn: Vicki Tickle  
E-mail: [vtickle@fasken.com](mailto:vtickle@fasken.com)

24. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25. This Agreement may be executed by electronic mail and in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed on the date first above mentioned:

**North American Tungsten Corporation Ltd.**

Per:

\_\_\_\_\_  
Name:

Title:

**Alvarez & Marsal Canada Inc.**

Per:

\_\_\_\_\_  
Name:

Title:

**SCHEDULE "A"**

KERP

**SCHEDULE "B"**

List of Eligible Employees and Retention Amounts