

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, Peter Waignein, of Suite 3300, 550 Burrard Street, Vancouver, BC Canada V6C 0B3, businessperson, AFFIRM THAT:


1. I hold the position of Senior Business Analyst, Exploration for Teck Resources Limited ("Teck") and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.
2. On October 7, 1997, 11126 Yukon Ltd. a corporation incorporated under the laws of the Yukon Territory, entered into a Royalty Agreement (as amended by the Cantung Royalty Amendment Agreement dated January 31, 2005, the "**Agreement**") with North American Tungsten Corporation Ltd. ("NATC"). A true copy of the Agreement is attached and

marked **Exhibit “A”** to this my affidavit. All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Agreement.


3. The Agreement provides for a royalty interest on production from the properties and rights of a mine commonly known as the “Cantung Mine” in the within proceedings. Teck is the beneficial holder of the Royalty and the current Royalty Holder for the purposes of the Agreement. The material terms of the Agreement are:
 - (a) NATC is to pay the Royalty Holder a 1% royalty of the Net Smelter Returns from the mining properties and rights associated with the Cantung Mine;
 - (b) The Net Smelter Returns are calculated on a quarterly basis and are to be equal to Gross Revenue, less Permissible Deductions;
 - (c) NATC is to calculate the Net Smelter Returns on a quarterly basis and submit same to the Royalty Holder within sixty (60) days of quarter end; and
 - (d) NATC is to pay the Royalty Holder the calculated Royalty within sixty (60) days of quarter end.
4. On the Filing Date, NATC applied for and was granted a stay of proceedings pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (“**CCAA**”).
5. Since the Filing Date, NATC:
 - (a) Has not paid the Royalty Holder any amounts due under the Agreement and
 - (b) Has not submitted records relating to the Royalty Holder so as to allow for the calculation of the Royalty.

6. I have reviewed the Sixth Report of the Monitor appointed pursuant to the CCAA and, in particular, the Fourth Cash Flow Statement (the "CFS") as set forth therein. The CFS does not include a line item regarding payment of the Royalty over the July 18 – October 31, 2015 forecast period, and it is not clear whether any of the other line items includes payment of the Royalty.

AFFIRMED BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 24th day of July, 2015.)
)
)
)
)
)
)



A Commissioner for taking Affidavits for
British Columbia



PETER WAIGNEIN

NIKOLA UZELAC
A Notary Public in and for the Province of British Columbia
My commission is not limited as to time
c/o Teck Resources Limited, 3300-550 Burrard Street
Vancouver, B.C. V6C 0B3
Tel.: 604-699-4429 Fax: 604-699-4774

This is Exhibit "A" referred
to in the Affidavit of
Peter Waignein sworn before
me at Vancouver this
24th day of July 2015

CANTUNG ROYALTY AGREEMENT

A Commissioner for Taking Affidavits for British Columbia THIS AGREEMENT made as of the 7 day of October, 1997

BETWEEN:

NIKOLA UZELAC 11126 YUKON LTD., a corporation incorporated under the laws of the
A Notary Public in and for the Province of British Columbia
My commission is not limited as to Yukon Territory
c/o Teck Resources Limited, 3300-550 Burrard Street
Vancouver, B.C. V6C 0B3
Tel.: 604-699-4429 Fax: 604-699-4774
(hereinafter sometimes referred to as the "Royalty Holder")

OF THE FIRST PART

- and -

NORTH AMERICAN TUNGSTEN CORPORATION LTD., a
corporation incorporated under the laws of Canada;

(hereinafter sometimes referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner currently holds a 100% interest in the Properties, as
defined herein;

AND WHEREAS the Owner has agreed to pay the Royalty Holder the
Royalty, as defined herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the
parties hereto, the parties hereto agree as follows:

1. The Owner hereby covenants and agrees to pay to the Royalty Holder a royalty
(the "Royalty") of 3% of the Net Smelter Returns (as hereinafter defined) from the mining
properties and/or rights (collectively, the "Properties") set out in Schedule "A" hereto until
1% of the Net Smelter Returns, plus deemed interest thereon calculated monthly, not in
advance at a rate per annum equal to the Prime Rate (as defined below) have reached

\$1,000,000, at which time the Owner shall thereafter be obligated to, and hereby covenants and agrees to, pay the Royalty Holder 4% of the Net Smelter Returns.

2. The Net Smelter Returns will be calculated on a calendar quarterly basis and will be equal to Gross Revenue less Permissible Deductions for such quarter.

3. The following words will have the following meanings:

- (a) "Arm's Length" means a transaction or state of affairs where:
 - (i) the parties in negotiating in the transaction have each sought to promote their own best interest;
 - (ii) the consideration expressed in the agreement for the transaction entered in to is the only consideration for the transaction;
 - (iii) the price and other terms of the transaction have not been affected by, nor determined as a consequence of, any other agreement or any direct or indirect relationship (other than the relationship created by the transaction) between the selling party (or shareholders of the selling party, or a company in which the selling party is a shareholder) and buying party (or shareholders or the buying party, or a company in which the buying party is a shareholder); and
 - (iv) neither the selling party, nor any person connected with it through shareholding or otherwise, has any direct or indirect interest in the subsequent disposal, if applicable, by the buying party of any of the products or services obtained pursuant to the transaction agreement;
- (b) "Gross Revenue" means the aggregate of the following amounts received in each quarterly period from the Properties:
 - (i) all payments received by the Owner from Arm's Length purchasers of all Product;
 - (ii) the fair market value of all Product sold by the Owner in such period to any person(s) not dealing at Arm's Length with the Owner; and

- (iii) any proceeds of insurance on Product;
- (c) "Ore" means all material from the Properties, the nature and composition of which justifies either:
 - (i) mining or removing from place and shipping and selling such material, or delivering such material to a processing plant for physical or chemical treatment, or
 - (ii) concentrating such material in place,
- (d) "Permissible Deductions" means the aggregate of the following charges (to the extent that they are not deducted by any purchaser in computing payment) that are paid by the Owner in each quarterly period:
 - (i) sales charges levied by any sales agent on any arm's length sales of Product,
 - (ii) transportation costs for Product from the Properties to the place of refining, processing or treatment (but not concentrating) and thence to the place of delivery of Product to a purchaser thereof, including shipping, freight, handling and forwarding expenses,
 - (iii) all costs, expenses and charges of any nature whatsoever which are either paid or incurred by the Owner in connection with refinement, processing or treatment of Product (but not concentrating) by an arm's length third party after leaving the Properties, including all weighing, sampling, assaying and representation costs, metal losses, any umpire charges and any penalties charged by the processor, refinery or smelter; and
 - (iv) all insurance costs on Product, and any government royalties, production taxes, severance taxes and sales and other taxes levied on Product or on the production or value thereof (other than any Federal or Provincial taxes levied on the income or profit of the Owner),

- (e) "Person" means and includes any individual, body corporate, partnership, firm, joint venture, syndicate, trust or trustee, association or other form of entity or organization;
- (f) "Prime Rate" means the rate of interest from time to time publicly quoted by the Bank of Nova Scotia as the reference rate of interest (commonly known as its "prime rate") used by it to determine rates of interest chargeable on Canadian dollar loans to its commercial customers, with, for the purposes hereof, the Prime Rate for each month to be deemed for the entire month to be the Prime Rate on the first day of each such month; and
- (g) "Product" means:
 - (i) all Ore shipped and sold prior to treatment, and
 - (ii) all concentrates, precipitates and products produced from Ore.

4. If Product is sold to any non-Arm's Length third party, such Product shall for purposes hereof be deemed to have been sold, if sold as WO₃ concentrate, at a price equal to the average Metal Bulletin price quotation per STU for US APT for the month during which the Product was shipped from the Properties, minus US\$20 per STU and, otherwise, at the average Metal Bulletin price for the month during which the Product was shipped from the Properties.

5.1 The Royalty Holder agrees that the Owner shall have the right at any time to pay to the Royalty Holder the Repurchase Amount, as hereinafter defined, and, by doing so, thereby thereafter reduce the Royalty to be paid by the Owner to the Royalty Holder hereunder to 2% of the Net Smelter Returns. The "Repurchase Amount" shall be the sum of \$2,500,000, plus an amount equal to 1% of the Net Smelter Returns (such amount to be increased by deemed interest thereon calculated monthly, not in advance at a rate per annum equal to the Prime Rate) which have been realized by the Owner prior to the Royalty Holder having become entitled to be paid 4% of the Net Smelter Returns as provided in Section 1 hereof.

5.2 The Owner shall cause to be kept proper books of account, records and supporting materials covering all matters relevant to the calculation of the Royalty payable to the Royalty Holder hereunder, and the reasonable verification thereof. Net Smelter

Returns shall be calculated at the end of each calendar quarter in which revenues are received from the production of Products and thereafter at the end of each subsequent calendar quarter during which revenues are received as aforesaid. The quarterly calculations, except for the last calendar quarter of the year, of Net Smelter Returns shall be submitted to the Royalty Holder within 60 days after the quarter involved. The calendar year-end calculation of Net Smelter Returns shall be submitted to the Royalty Holder within 90 days after the end of the calendar year. The year end calculation of Net Smelter Returns and the records relating thereto shall be audited by chartered accountants designated by the Owner (which may be the auditor of the Owner), and copies of a report thereon shall be delivered to the Owner and to the Royalty Holder. Either party shall have 90 days after receipt of any audit report to object thereto in writing to the other party and, failing such objection, such report shall be deemed correct. If a party shall object to any audit report and request a review and reaudit, the accountant(s) shall be directed to review and reaudit the records for the period in question and all costs relating to such review and the reaudit shall be paid by the Owner if the original audit is found to be in error to the benefit of the Owner and, if not, by the Royalty Holder. In addition, either party may, on reasonable notice and at its own cost, ask for and carry out an independent audit. The Owner shall, at all reasonable times, at the Royalty Holder's sole cost, permit agents of the Royalty Holder to inspect and audit and make copies from the aforesaid books of account, record and supporting materials relevant to its said share of Net Smelter Returns.

6. Payment to the Royalty Holder of the Royalty shall be made by the Owner within 60 days after the end of each calendar quarter based on the aforesaid calculations, other than the last quarter in any year with respect to which the payment will be as estimated by the Owner. Forthwith upon receipt of the calculation of Net Smelter Returns for the 12 month period subject to such calculation, adjustments without interest in respect of Net Smelter Returns for such year shall be made based upon the final statements so prepared for such period. For greater certainty, acceptance by the Royalty Holder of any payment made by the Owner hereunder shall not prejudice the right of the Royalty Holder to protest or question the correctness of the amount of any such payment as contemplated herein.

7. The Royalty shall, however, for the purposes hereof and as the context (and the terms hereof) require, be deemed to be an interest in the Products and, in respect of the *in situ* minerals (and the Owner's interest therein) in the Properties, intended to be an interest in such minerals *in situ* and, accordingly, an obligation which runs with the title to the interest in the Properties. The foregoing shall, however, except as expressly provided herein, not in any way limit the Owner's rights as the owner or lessee of the

Properties including without limitation its right to set up such mining organization as it sees fit to bring the Properties into production (in partnership with others or otherwise), to manage and operate the mining organization, to commence, curtail, expand or terminate production from time to time and to market and sell Products in such manner, as it may in its sole discretion decide, including the right to pre-sell such Products. The Royalty Holder hereby covenants and agrees to provide such releases as may be necessary with respect to its interest in the Products as set forth in this paragraph 7 as regards any sale of Product.

8.1 No assignment of all or any part of the Owner's interest in the Properties shall be permitted or effective unless and until the assignee shall have acknowledged in writing its agreement to assume and be responsible for the obligations of assigning Owner to the Royalty Holder attributable to the interest in the Properties so assigned (including but not limited to payment of the Royalty payable to the Royalty Holder attributable to such interest), whereupon the assigning Owner shall be relieved of said obligations. (For greater certainty, any proceeds received by the Owner from such assignment shall not be considered to be part of Net Smelter Returns hereunder.)

8.2 The Owner may mortgage or charge the Properties or any portion thereof or any mill or other fixed assets or property located thereon for the purpose of securing financing for the development of the Properties (and the Royalty Holder shall cooperate in signing all consents and other documentation reasonably required in connection therewith) provided that it shall be a term of each mortgage or charge that the holder thereof or any person acquiring title to the Properties upon enforcement of such mortgage or charge shall hold the same subject to the rights of the Royalty Holder hereunder.

9. The Owner may at any time or from time to time, upon giving the Royalty Holder 30 days prior notice in writing, abandon any one or more of the mining claims or leases and/or rights comprised within the Properties. Should the Owner give notice as aforesaid, the Royalty Holder shall have the right, upon giving the Owner notice in writing within such 30 day period, to have delivered to it transfers of the relevant mining claims, leases and/or rights in good standing for a minimum period of 90 days in regards to assessment work requirements (if applicable) and a minimum period of 30 days in regards to the payment of taxes and any other property maintenance fees. The Owner shall have no further obligation to the Royalty Holder in respect of mining claims, leases and/or rights so transferred to the Royalty Holder. Subject to the foregoing, the Owner shall pay all taxes and other claim maintenance fees required to maintain the Properties in good standing; however,

the provisions of this clause shall in no way require the Owner to carry out work for assessment purposes.

10. The Owner shall have the right to commingle ore, minerals and other products mined from the Properties, or Products derived therefrom, with ores, minerals and other products produced from other lands; provided that the Owner shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying such ore or Products and recording such data and utilize reasonably accurate recovery factors in order to determine the amount of economically recoverable products derived from such ore or Products (which shall be utilized to calculate the Net Smelter Returns royalty payable to the Royalty Holder). In addition, comparable procedures may be used by the Owner to apportion among the commingled ores any penalties imposed by the Purchaser. The Owner shall maintain accurate records of the results of such sampling, weighing and analysis and the Royalty Holder shall be permitted the right, at all reasonable times and at its own cost, to observe such practices and procedures and to examine such records relating to any commingling of ores or Products. Further, before the Owner intends to implement or significantly change any procedure to commingle ores or products, the Owner shall provide the Royalty Holder with all relevant details concerning the reason for commingling and the methodology and procedures (including recovery factors and the principles of apportionment of penalties) to be employed.

11. The Owner shall, upon the written request of the Royalty Holder, execute and deliver such documents as may be necessary to permit the Royalty Holder to record the Royalty against the Properties.

12. If any right, power or interest of any party under this Agreement would violate the rule against and/or any law relating to perpetuities, then such right, power or interest shall terminate at the earlier of the expiration of 21 years after the death of the last survivor of all the lineal descendants of Her Majesty, Elizabeth II of England, living on the date of execution of this agreement, or such date as is otherwise required to render such right, power or interest effective pursuant to applicable law.

13. To the extent permitted by applicable law, the Owner and the Royalty Holder hereby waive the benefit of all provisions of law, as now in effect, or as enacted in the future, relating to actions for partition or sale of real and personal property. Each of the parties hereto further agrees that it will not resort to any action at law or in equity to partition or sell any real or personal property subject to this agreement (or bring any other action seeking

relief similar to, or having essentially the same effect as, partition) for the maximum time period (including renewals) permitted by applicable law.

14. The invalidity of any particular Section, subsection, clause, subclause, subparagraph or part or parts thereof, of this agreement shall not affect the validity of any other provisions hereof and this agreement shall subsequently be construed as if such invalid provision were omitted and did not form part hereof.

15. The Owner hereby indemnifies and hold harmless the Royalty Holder and its directors, officers and employees from and against all out-of-pocket monetary costs, expense, damage, liability or obligation of any kind (including without limitation amounts paid or payable in respect of any settlement) incurred by the Royalty Holder in connection with any actual, threatened, pending or future suit, proceeding, order, find or claim of any kind involving or arising out of any mine closure costs, rehabilitation, restoration, and/or reclamation requirements (including, but without restricting the generality of the foregoing, liabilities relating to non-compliance with any applicable environmental law, regulation, guideline, policy or directive) involving or related to the Properties.

16.1 Any dispute or differences between the parties hereto concerning this agreement which cannot be resolved or settled by the said parties shall be settled by final and binding arbitration in the City of Vancouver, at the request of any party pursuant to the provisions of the Commercial Arbitration Act of British Columbia (subject to the specific terms hereof). The party desiring arbitration shall notify the other party of its intention to submit any dispute(s) or difference(s) to arbitration as well as a brief description of the matter(s) to be submitted for arbitration. Should the parties fail to agree on a single arbitrator to settle the relevant dispute(s) or difference(s) within 15 days of delivery of the aforesaid notice, then each such party shall within 30 days thereafter nominate an arbitrator familiar with the mineral exploration and/or mining business (failing which nomination by a party, the arbitrator nominated by the other party may proceed to determine the dispute alone as he or she shall deem fit) and the 2 arbitrators so selected shall select a chairman of the arbitral tribunal of similar knowledge and/or background to act jointly with them (with the discussion of any 2 of the 3 arbitrators to be final and binding with respect to the issue(s) in question). If said arbitrators shall be unable to agree in the selection of such chairman, such chairman shall be designated by the President or other senior officer of the International Tungsten Association, or if they are unable or unwilling to act or have not responded to request to act within 20 days of a request, then by the President or another senior officer of the Canadian Institute of Mining and Metallurgy.

16.2 The costs of the arbitration shall be borne by the parties hereby as may be specified in the determination of the arbitrators. The arbitrator(s) shall further be authorized to retain such legal counsel to render any legal advice to the arbitrator(s) as the arbitrator(s) deem appropriate.

16.3 The award of the arbitrator(s) shall be non-appealable, conclusive and binding on the parties and shall be specifically enforceable by any court having jurisdiction.

17. Any notice, payment or other communication required or permitted to be given hereunder shall be in writing and shall be given by personal delivery or, unless it is a payment, facsimile. Any such notice, payment or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following or sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below. Notice of change of address shall also be governed by this Section. Notices, payments and other communications shall be addressed as follows:

if to the Royalty Holder:

1 Adelaide Street East
Suite #2501
Toronto, Ontario, M5C 2V9
Telecopier No.: (416) 362-2614

Attention: Secretary

if to the Owner:

Suite 11 - 1155 Melville Street
Vancouver, British Columbia, V6E 4C4
Telecopier No.: (604) 682-1324

Attention: President

with a copy to:

Pines & McIntyre
Barristers & Solicitors
Suite 1950 - 1177 West Hastings Street
Vancouver, British Columbia, V6E 2K3

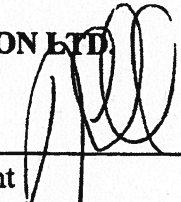
Attention: Carl J. Pines

18. This Agreement shall enure to the benefit and shall be binding upon the parties hereto and their respective successors and assigns (as permitted).

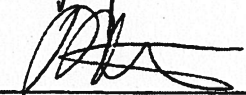
19. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and in accordance with the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

11126 YUKON LTD

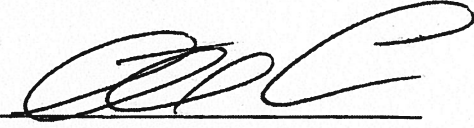
By: 

President

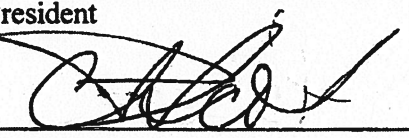
By: 

Secretary c/s

**NORTH AMERICAN TUNGSTEN
CORPORATION LTD.**

By: 

President

By: 

Secretary c/s

SCHEDULE "A"

07/28/1997

PROPERTY LISTING

Page 1

| PROJ NOS | PROJ NAME | PROVINCE | count | CLAIM NO. | CLAIM NAME | SIZE | UNITS | EXPIRY DTE | RENT | REQ. WORK | GROUP NO. |
|----------|-----------|----------|-------|-----------|----------------------|---------|-------|------------|-----------|-----------|-----------|
| 822 | Cantung | NWT | 0 | 16-17-3 | Municipal Tax | 0.00 | | 1997/09/29 | 37436.82 | 0.00 | |
| 822 | Cantung | NWT | 1 | 3207 | Fish 1-23 & B | 1125.00 | acres | 1997/10/22 | 1125.00 | 0.00 | |
| 822 | Cantung | NWT | 1 | 3129 | Group 907 | 3875.00 | acres | 1997/11/15 | 7750.00 | 0.00 | |
| 822 | Cantung | NWT | 1 | 2449 | Ced 0 | 2248.73 | acres | 1997/12/11 | 4517.46 | 0.00 | |
| 822 | Cantung | NWT | 1 | 3140 | 318(1)0 | 2044.00 | acres | 1997/12/21 | 2044.00 | 0.00 | |
| 822 | Cantung | NWT | 1 | 3141 | 318(2)0 | 2338.00 | acres | 1997/12/21 | 2338.00 | 0.00 | |
| 822 | Cantung | NWT | 1 | 3145 | 318(6)0 | 2105.00 | acres | 1997/12/21 | 2105.00 | 0.00 | |
| 822 | Cantung | NWT | 1 | 3181 | Lost 0 | 1548.00 | acres | 1998/03/11 | 1548.00 | 0.00 | |
| 822 | Cantung | NWT | 1 | 16-7-2 | 105H/16-7-2 | 43.86 | acres | 1998/04/30 | 490.00 | 34.30 | |
| 822 | Cantung | NWT | 1 | 16-8-2 | 105H/16-8-2 | 148.88 | acres | 1998/04/30 | 1665.00 | 116.55 | |
| 822 | Cantung | NWT | 1 | 16-16-2 | 105H/16-16-2 | 16.77 | acres | 1998/04/30 | 187.00 | 13.09 | |
| 822 | Cantung | NWT | 1 | 16-17-4 | 105H/16-17-4 | 10.80 | acres | 1998/04/30 | 15.00 | 1.05 | |
| 822 | Cantung | NWT | 1 | 1-1-4 | 105I/1-1-4 | 22.45 | acres | 1998/04/30 | 15.00 | 1.05 | |
| 822 | Cantung | NWT | 1 | 1-6-4 | 105I/1-6-4 | 0.62 | acres | 1998/04/30 | 15.00 | 1.05 | |
| 822 | Cantung | NWT | 0 | N3L20004 | Water Licence | 0.00 | acres | 1998/09/29 | 98.20 | 0.00 | |
| | | | 13* | | | ***** | | | 61349.48* | 167.09* | |
| 822 | Cantung | YT | 1 | Y55473 | Bailey 1 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55474 | Bailey 2 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55481 | Bailey 9 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55482 | Bailey 10 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55483 | Bailey 11 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55484 | Bailey 12 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55491 | Bailey 19 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55492 | Bailey 20 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55493 | Bailey 21 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y55494 | Bailey 22 | 51.00 | acres | 1997/10/12 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64115 | Bailey 40 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64116 | Bailey 41 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64117 | Bailey 42 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64118 | Bailey 43 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64119 | Bailey 44 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64120 | Bailey 45 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64121 | Bailey 46 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64122 | Bailey 47 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64128 | Bailey 53 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64129 | Bailey 54 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64130 | Bailey 55 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64131 | Bailey 56 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64133 | Bailey 58 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64132 | Bailey 57 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y64134 | Bailey 59 | 51.00 | acres | 1997/11/23 | 5.00 | 100.00 | |
| 822 | Cantung | YT | 1 | Y93791 | B 1Fr | 10.28 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | Y93792 | B 2Fr lease 3374 | 37.31 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | YA69224 | B 3Fr lease 3378 | 0.80 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | YA69225 | B 4Fr lease 3379 | 0.50 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | YA69223 | B 5Fr lease 3377 | 0.24 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | Y55485 | Bailey 13 Lease 3367 | 53.13 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | Y55486 | Bailey 14 Lease 3368 | 50.16 | acres | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | Y55487 | Bailey 15 Lease 3369 | 11.98 | acres | 2009/01/18 | 50.00 | 0.00 | |

07/28/1997

PROPERTY LISTING

Page 2

| PROJ NOS | PROJ NAME | PROVINCE | count | CLAIM NO. | CLAIM NAME | SIZE | UNITS | EXPIRY DTE | RENT | REQ.WORK | GROUP NO. |
|----------|-----------|----------|-------|-----------|----------------------|-------------|-------|------------|-----------|----------|-----------|
| 822 | Cantung | YT | 1 | Y55488 | Bailey 16 Lease 3370 | 51.65 acres | | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | Y55489 | Bailey 17 Lease 3371 | 36.82 acres | | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | Y55490 | Bailey 18 Lease 3371 | 51.65 acres | | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | YA35596 | Dynamic 1 Lease 3375 | 51.65 acres | | 2009/01/18 | 50.00 | 0.00 | |
| 822 | Cantung | YT | 1 | YA35597 | Dynamic 2 Lease 3376 | 51.65 acres | | 2009/01/18 | 50.00 | 0.00 | |
| | | | 38* | | | 1682.82* | | | 775.00* | 2500.00* | |
| | | | 51* | | | ***** | | | 62124.48* | 2667.09* | |

CANTUNG ROYALTY AMENDMENT AGREEMENT

THIS AGREEMENT made as of the 31st day of January, 2005,

AMONG:

AUR RESOURCES INC., a corporation incorporated under the laws of Canada

("Aur")

AND:

NORTH AMERICAN TUNGSTEN CORPORATION LTD., a corporation incorporated under the laws of Canada

("NTC")

WHEREAS:

- A. The parties have entered into a royalty agreement dated October 7, 1997 in respect of the Cantung property (the "Cantung Royalty Agreement"), pursuant to which Aur holds a 4% net smelter return interest in the Cantung property;
- B. NTC owes Aur an amount of \$742,248 in respect of unpaid royalties pursuant to the Cantung Royalty Agreement (the "Unpaid Royalties");
- C. On December 11, 2003 NTC received Court protection from its creditors (including Aur in respect of the Unpaid Royalties) pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA");
- D. On November 22, 2004 NTC received final Court approval to implement a Plan of Compromise and Arrangement (the "CCAA Plan") under the CCAA; and
- E. Aur and NTC wish to amend certain provisions of the Cantung Royalty Agreement on the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSES that in that in consideration of the mutual covenants and agreements contained herein and for other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1.0 PAYMENT OF OUTSTANDING ROYALTY PAYMENTS

Aur acknowledges that the Unpaid Royalties will be paid by NTC in accordance with the CCAA Plan. Pursuant to the CCAA Plan, NTC will pay the amount of \$148,449.60 as full settlement of the Unpaid Royalties, representing a payment of \$0.20 per \$1.00 of the amount of the Unpaid Royalties, such payment to be made by NTC on the Plan Implementation Date (as such term is defined in the CCAA Plan).

2.0 AMENDMENT OF CANTUNG ROYALTY AGREEMENT

2.1 Section 1. of the Cantung Royalty Agreement will be deleted and the following substituted therefor:

“The Owner hereby covenants and agrees to pay the Royalty Holder a royalty (the “Royalty”) of 1% of the Net Smelter Returns (as hereinafter defined) from the mining properties and/or rights (collectively, the “Properties”) set out in Schedule “A” hereto.”

2.2 NTC will pay to Aur the amount of \$125,000 on the Plan Implementation Date.

2.3 The Cantung Royalty Agreement, save as amended herein, is hereby ratified and confirmed.

3.0 GENERAL

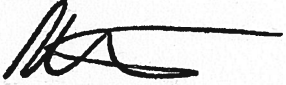
3.1 This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other writing had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.

3.2 This Agreement will be governed and construed according to the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the Courts of Ontario in respect of all matters arising hereunder.

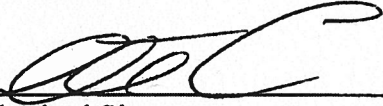
3.3 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

AUR RESOURCES INC.

Per: 
Authorized Signatory

**NORTH AMERICAN TUNGSTEN
CORPORATION LTD.**

Per: 
Authorized Signatory