



The Bank of Nova Scotia

Trade Services Centre
4th Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCCATTPG

**PLEASE SIGNIFY YOUR AGREEMENT/DISAGREEMENT
TO THIS AMENDMENT BY RETURNING TO THE BANK
OF NOVA SCOTIA, TRADE SERVICES CENTER, TORONTO
A COPY OF THIS AMENDMENT AS INDICATED BELOW**

() AGREE

() WE DISAGREE

NAME: _____

TITLE: _____

COMPANY: MINISTER OF INDIAN AFFAIRS

SIGNATURE: AND NORTHERN DEVELOPMENT

**Irrevocable
Standby Letter of Credit
No. OSB33046GWS**

Amendment no. 2
Dated June 10, 2020

Beneficiary:

Her Majesty the Queen in Right of
Canada, as represented by the
Minister of Indian Affairs and
Northern Development, Canada

Applicant:

Agnico Eagle Mines Limited
145 King Street East, Suite 400
Toronto, ON M5C 2Y7 Canada

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

The amount of the Standby Letter of Credit is decreased by: CAD 2,682,350.00 to CAD 1,200,650.00

In the LC text, the Water license number reading as:
2BB-MEA1318

Has been deleted and replaced by:
2BB-MEA1828

Wherever in the LC text reads as:
"Minister of Indian Affairs and Northern Development"

Has been deleted and replaced by:
"Minister of Northern Affairs"

Beneficiary's full name and address have been amended to read as follows:

Her Majesty the Queen in Right of Canada, As Represented by
the Minister of Northern Affairs

Payable to the Receiver General for Canada
P.O. Box 100, Building 918, Iqaluit, Nunavut
Canada X0A 0H0

Attention: Godwin Okonkwo, Manager of Water Resources, The Department of Crown-Indigenous Relations and



The Bank of Nova Scotia

Northern Affairs Canada.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-888-722-3867. Please indicate our reference number in all your correspondence or telephone enquiries.

Your consent to this amendment is required. Please immediately forward such written consent to The Bank of Nova Scotia, Trade Services Centre, 4th Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3 quoting our reference number.

Regards,

AGNES CECILIA TIO

FERNANDO MARTINEZ

TH155

M1401

Authorised Signature(s)



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NAME: _____

TITLE: _____

COMPANY: MINISTER OF INDIAN AFFAIRS

SIGNATURE: _____
AND NORTHERN DEVELOPMENT

**Irrevocable
Standby Letter of Credit
No. OSB49336GWS**

Amendment no. 1
Dated June 10, 2020

Beneficiary:

Her Majesty the Queen in Right of
Canada, as represented by the
Minister of Indian Affairs and
Northern Development, Canada

Applicant:

Agnico Eagle Mines Limited
145 King Street East, Suite 400
Toronto, ON M5C 2Y7 Canada

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

The amount of the Standby Letter of Credit is increased by: CAD 12,188,754.00 to CAD 25,331,754.00

Wherever in the LC text reads as:

"Whale Tail Pit Mine and Haul Road Water Licence 2AM-WTP1826"

Has been deleted and replaced by:

"Whale Tail Pit Mine and Haul Water Road License 2AM-WTP1830"

Wherever in the LC text reads as:

"Minister of Indian Affairs and Northern Development"

Has been deleted and replaced by:

"Minister of Northern Affairs"

Beneficiary's full name and address have been amended to read as follows:

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AGNES CECILIA TIO

FERNANDO MARTINEZ

T1155

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Authorised Signature(s)



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FERNANDO MARTINEZ

T1155

M1401

Authorised Signature(s)

ORIGIN: YFHA (416) 847-6250
HALA ABDEL FATTAH
BANK OF NOVA SCOTIA
1 ST CLAIR AVENUE EAST,
4TH FLOOR
TORONTO, ON M4T 1Z3
CANADA CA

SHIP DATE: 17 JUN 20
ACTWGT: 0.50 KG
CAD: 111822496/NET 4220
BILL SENDER

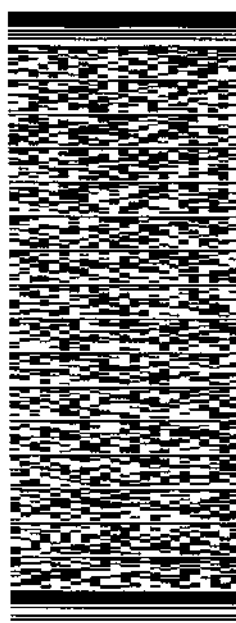
TO GODWIN OKONKWO-MNGR OF WATER RECOUR

THE DEPT OF CROWN-INDIGENOUS
RELATIONS & NORTHERN AFFAIRS CANADA
P.O. BOX 100, BUILDING 918
IGALUIT NT X0A0H0

(867) 975-4550
REF 02833046GWS & 02845336GWS
INVT
DEPT:
PO

(CA)

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TRK# 7707 2787 6008
0451

PRIORITY OVERNIGHT

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NT-CA YOW



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Canada Ltd., its principals, subsidiaries, branches and affiliates and their respective employees, agents, and independent contractors. The terms "you" and "your" include the shipper, sender, recipient/consignee, and their respective employees, principals, agents and independent contractors. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **ROAD TRANSPORT NOTICE.** Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment. **LIMITATION OF LIABILITY.** If not governed by Federal or Provincial laws, regulations, orders, or requirements as described above, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages or CDN \$100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any applicable supplementary charge. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional CDN \$100 of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **DECLARED VALUE LIMITS.** Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$500. The maximum declared value we allow for carriage per air waybill for each FedEx® Letter or FedEx® Pak is CDN \$100. Please check the current Worldwide Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. **LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.** FedEx won't be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx won't be liable if you or the recipient violate any of the terms of this Agreement. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. You should contact an insurance agent or broker if insurance coverage is desired. We do not provide insurance coverage of any kind. **NO WARRANTIES.** We make no warranties, express or implied. **CLAIM FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS. We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after we deliver your shipment and in the case of loss, shortage, mis-delivery, nondelivery, misinformation or failure to provide information, within 90 days after we accept the shipment for carriage. The right to claim damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped. Within 90 days after you have notified us of your claim, it must be documented by sending us all relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection at the delivery location and you must retain all such items until the claim is concluded. **RESPONSIBILITY FOR PAYMENT.** Even if you give us different payment instructions, you, the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fines, taxes, and FedEx's legal fees and costs related to shipments tendered under this Agreement. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. **MANDATORY LAW.** Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable laws, government regulations, orders or requirements, such other provisions shall remain in effect as a part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be drawn up in the English language. **FEDERAL EXPRESS CANADA LTD.,** Head Office, 5965 Explorer Drive, Mississauga, ON L4W 5K6.