

DRAFT
FOR DISCUSSION
PURPOSE ONLY

Letter of Credit Reference No. SBGV746579

Beneficiary:

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development, payable to the Receiver General for Canada (address as below)

Amount: CAD 639,000.00
Six Hundred and Thirty Nine Thousand Canadian Dollars

Beneficiary address:

P.O. Box 2200, Qimugjuk Building, 2nd Floor, Iqaluit, Nunavut.

Attn: INAC Regional Director General

We, Canadian Imperial Bank of Commerce, Trade Finance Centre, 400 Burrard Street, 6th Floor, Vancouver, B.C. V6C 3A6 ("CIBC"), at the request of Comaplex Minerals Corp. ("Comaplex"), hereby issue in favour of the Department of Indian Affairs and Northern Development, Canada ("INAC") this irrevocable standby letter of credit for a sum not exceeding the aggregate amount of CAD639,000.00 (Six Hundred and Thirty Nine Thousand Canadian Dollars), effective immediately.

This standby letter of credit is available for payment against presentation to CIBC at its above noted address of the following documents:

1. The original standby letter of credit for CIBC's endorsement of any payment thereon and returned to INAC except after the final payment when it shall be retained by CIBC; and
2. INAC's Demand and Certificate substantially completed in the form of "Exhibit A" herein below and signed by an authorized representative of INAC.

CIBC shall then honour INAC's demand without inquiring whether INAC has the right between INAC and Comaplex (or its successors or assigns) to make such demand and without acknowledging any claim of Comaplex (or its successors or assigns).

This standby letter of credit will expire on the above-mentioned expiry date, subject to the following condition:

It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date, CIBC notifies INAC in writing by registered mail or courier that CIBC elects not to consider this standby letter of credit renewed for such further period. Upon receipt of such notice and within five (5) business days prior to the expiry date of this standby letter of credit, INAC may draw upon this standby letter of credit by presentation to CIBC of a Demand And Certificate Due To Non-Renewal Of The Standby Letter Of Credit substantially completed in the form of "Exhibit B" below and signed by an authorized representative of INAC.

This page forms an integral part of our Letter of Credit No. SBGV746579

Notwithstanding the expiration date and the condition above, this standby letter of credit shall be cancelled effective the date of receipt by CIBC of the original standby letter of credit instrument and a dated letter addressed to CIBC, signed by INAC, referencing this standby letter of credit number and requesting the cancellation of same.

INAC may from time to time advise CIBC of INAC's address by letter to CIBC at CIBC's address stated above, dated and signed by INAC and quoting this standby letter of credit No. SBGV746579. Any notice by CIBC to INAC regarding this standby letter of credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of INAC stated above.

Partial drawings are permitted.

CIBC hereby engage with INAC that CIBC will honour all drawings under and in compliance with the terms and conditions of this standby letter of credit.

It is understood that the amount of this standby letter of credit shall be reduced automatically by the amount of each drawing endorsed hereon and/or by amendment, by the amount of reduction specified by INAC in the Reduction Certificate which is to be completed substantially in the form of Exhibit C below and given to CIBC.

The amount of this standby letter of credit may be increased with the consent of CIBC and upon receipt of CIBC's standard Application for Amendment for Standby Letter of Credit/Guarantee duly completed by Comaplex and given to CIBC.

This standby letter of credit is subject to the 'Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600' and engages CIBC in accordance with the terms thereof.

For Canadian Imperial Bank of Commerce

Counter Signature

Authorized Signature

**DRAFT
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PURPOSE ONLY**

"EXHIBIT A"

DEMAND AND CERTIFICATE

Canadian Imperial Bank of Commerce
Trade Finance Centre
400 Burrard Street, 6th Floor
Vancouver, B.C.
Canada V6C 3A6

DRAFT
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The undersigned hereby certifies to CIBC that: (a) I am an authorized representative of The Department of Indian Affairs and Northern Development, Canada ("INAC"); and (b) I am authorized to execute this Demand and Certificate on behalf of INAC.

With reference to irrevocable standby letter of credit number SBGV746579 dated May 26, 2010 issued by CIBC to INAC, the undersigned certifies that the Minister of Indian Affairs and Northern Development is entitled to apply the amount drawn down, being all or part of the security furnished and maintained pursuant to Water Licence 2BB-MEL 0914 dated July 31, 2009 issued by the Nunavut Water Board, whether as originally issued, or as amended, renewed or replaced from time to time.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Demand and Certificate as of the ____ day of _____, 20__.

The Department of Indian Affairs and Northern Development, Canada

By: _____

Typed Name of authorized representative _____

Typed Title of authorized representative: _____

EXHIBIT B"

DEMAND AND CERTIFICATE DUE TO NON-RENEWAL OF STANDBY LETTER OF CREDIT

Canadian Imperial Bank of Commerce
Trade Finance Centre
400 Burrard Street, 6th Floor
Vancouver, B.C.
Canada V6C 3A6

DRAFT
FOR DISCUSSION
PURPOSE ONLY

The undersigned hereby certifies to CIBC that: (a) I am an authorized representative of the Department of Indian Affairs and Northern Development, Canada ("INAC"); and (b) I am authorized to execute this Demand and Certificate Due To Non-Renewal Of Standby Letter Of Credit on behalf of INAC.

With reference to irrevocable standby letter of credit number SBGV746579 dated May 26, 2010 issued by CIBC to INAC, the undersigned certifies that:

(a) The Minister of Indian Affairs and Northern Development is entitled to apply the amount drawn down, being all or part of the security furnished and maintained pursuant to Water Licence 2BB-MEL 0914 dated July 31, 2009 issued by the Nunavut Water Board, whether as originally issued, or as amended, renewed or replaced from time to time.;

(b) A notice of non-renewal of the said standby letter of credit has been received by INAC and an acceptable replacement standby letter of credit was not received by INAC at least five (5) business days prior to the expiry date of the said standby letter of credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Demand and Certificate Due To Non-Renewal of Standby Letter Of Credit as of the ____ day of _____, 20__.

The Department of Indian Affairs and Northern Development, Canada

By: _____

Typed Name of authorized representative _____

Typed Title of authorized representative: _____

"EXHIBIT C"

REDUCTION CERTIFICATE

Canadian Imperial Bank of Commerce
Trade Finance Centre
400 Burrard Street, 6th Floor
Vancouver, B.C.
Canada V6C 3A6

DRAFT
FOR DISCUSSION
PURPOSE ONLY

Re: Irrevocable standby letter of credit no. SBGV746579

We refer to your irrevocable standby letter of credit no. SBGV746579 dated May 26 , 2100 issued by you to The Department of Indian Affairs and Northern Development, Canada. The undersigned, a duly authorized representative of The Department of Indian Affairs and Northern Development, Canada ("INAC"), hereby requests that the maximum amount of the standby letter of credit be reduced from CAD.....(.....Canadian Dollars) to CAD.....(.....Canadian Dollars) pursuant to the terms of Water Licence 2BB-MEL 0914 dated July 31, 2009 issued by the Nunavut Water Board, whether as originally issued, or as amended, renewed or replaced from time to time.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Reduction Certificate as of the ____ day of _____, 20__.

Very truly yours,

The Department of Indian Affairs and Northern Development, Canada

By _____

Typed Name of authorized representative _____

Typed Title of authorized representative: _____



Letter of Credit Reference No. SBGV730404

Beneficiary:

Kivalliq Inuit Association
P.O.Box 340
Rankin Inlet, NU
X0C 0G0

Applicant:

Comaplex Minerals Corp.
Suite 901
1015 - 4th Street S.W.
Calgary, Alberta T2R 1J4

Amount: CAD 950,000.00
Nine Hundred and Fifty Thousand Canadian
Dollars

Date of Expiry: 21 March 2005

We, Canadian Imperial Bank of Commerce, Trade Finance Centre, 400 Burrard Street, 6th Floor, Vancouver, B.C. V6C 3A6 ("CIBC"), at the request of Comaplex Minerals Corp. ("Comaplex"), hereby issue in favour of Kivalliq Inuit Association ("KIA") this irrevocable standby letter of credit for a sum not exceeding the aggregate amount of CAD950,000.00 (Nine Hundred Fifty Thousand Canadian Dollars), effective immediately.

This standby letter of credit is available for payment against presentation to CIBC at its above noted address of the following documents:

1. The original standby letter of credit for CIBC's endorsement of any payment thereon and returned to KIA except after the final payment when it shall be retained by CIBC; and
2. KIA's Demand and Certificate substantially completed in the form of "Exhibit A" herein below and signed by an authorized representative of KIA.

CIBC shall then honour KIA's demand without inquiring whether KIA has the right as between KIA and Comaplex to make such demand and without acknowledging any claim of Comaplex.

This standby letter of credit will expire on the above-mentioned expiry date, subject to the following condition:

It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date, CIBC notifies KIA in writing by registered mail or courier that CIBC elects not to consider this standby letter of credit renewed for such further period. Upon receipt of such notice and within five (5) business days prior to the expiry date of this standby letter of credit, KIA may draw upon this standby letter of credit by presentation to CIBC of a Demand And Certificate Due To Non-Renewal Of The Standby Letter Of Credit substantially completed in the form of "Exhibit B" below and signed by an authorized representative of KIA.

Notwithstanding the expiration date and the condition above, this standby letter of credit shall be cancelled effective the date of receipt by CIBC of the original standby letter of credit instrument and a dated letter addressed to CIBC, signed by KIA, referencing this standby letter of credit number and requesting the cancellation of same.

KIA may from time to time advise CIBC of KIA's address by letter to CIBC at CIBC's address stated above, dated and signed by KIA and quoting this standby letter of credit No. SBGV730404. Any notice by CIBC to KIA regarding this standby letter of credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of KIA stated above.



This Page forms an integral part of our Letter of Credit No. SBGV730404.

Partial drawings are permitted.

CIBC hereby engage with KIA that CIBC will honour all drawings under and in compliance with the terms and conditions of this standby letter of credit.

It is understood that the amount of this standby letter of credit shall be reduced automatically by the amount of each drawing endorsed hereon and/or by amendment, by the amount of reduction specified by KIA in the Reduction Certificate which is to be completed substantially in the form of Exhibit C below and given to CIBC.

The amount of this standby letter of credit may be increased with the consent of CIBC and upon receipt of CIBC's standard Application for Amendment for Standby Letter of Credit/Guarantee duly completed by Comaplex and given to CIBC.

QUOTE

"EXHIBIT A"

DEMAND AND CERTIFICATE

Canadian Imperial Bank of Commerce
Trade Finance Centre
400 Burrard Street, 6th Floor
Vancouver, B.C.
Canada V6C 3A6

The undersigned hereby certifies to CIBC that: (a) I am an authorized representative of the Kivalliq Inuit Association ("KIA"); and (b) I am authorized to execute this Demand and Certificate on behalf of KIA.

With reference to irrevocable standby letter of credit number SBGV730404 dated March 22, 2004 issued by CIBC to KIA, the undersigned certifies that:

- (a) payment of CAD.....(.....Canadian Dollars) is demanded hereunder and this amount is duly payable pursuant to Section 7.02 or 7.03 of the commercial lease for Inuit lands dated July 1, 2002 (the "Lease") between KIA and International Limited (now "Comaplex") and amendment to lease dated March 10, 2004 between KIA and Comaplex;
- (b) KIA has complied with its notice requirements under Section 7.02 of the Lease.
- (c) (i) such amount is necessary to compensate KIA for loss or damage actually sustained by KIA arising out of or in connection with Comaplex's breach of a material term, covenant or condition of the Lease; or

(ii) such amount is necessary to compensate KIA for the reasonable costs of any remediation or reclamation work KIA has undertaken or has caused to be undertaken under the terms of the Lease.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Demand and Certificate as of the ___ day of ___, 20__.



This Page forms an integral part of our Letter of Credit No. SBGV730404.

Kivalliq Inuit Association

By: _____

Typed Name of authorized representative _____

Typed Title of authorized representative: _____

UNQUOTE

QUOTE

"EXHIBIT B"

DEMAND AND CERTIFICATE DUE TO NON-RENEWAL OF STANDBY LETTER OF CREDIT

Canadian Imperial Bank of Commerce
Trade Finance Centre
400 Burrard Street, 6th Floor
Vancouver, B.C.
Canada V6C 3A6

The undersigned hereby certifies to CIBC that: (a) I am an authorized representative of the Kivalliq Inuit Association ("KIA"); and (b) I am authorized to execute this Demand and Certificate Due To Non-Renewal Of Standby Letter Of Credit on behalf of KIA.

With reference to irrevocable standby letter of credit number SBGV730404 dated March 22, 2004 issued by CIBC to KIA, the undersigned certifies that:

- (a) payment of CAD.....(.....Canadian Dollars) is demanded hereunder and this amount is duly payable pursuant to the commercial lease for Inuit lands dated July 1, 2002 (the "Lease") between KIA and International Limited (now "Comaplex") and amendment to lease dated March 10, 2004 between KIA and Comaplex;
- (b) A notice of non-renewal of the said standby letter of credit has been received by KIA and an acceptable replacement standby letter of credit was not received by KIA at least five (5) business days prior to the expiry date of the said standby letter of credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Demand and Certificate Due To Non-Renewal Of Standby Letter Of Credit as of the ____ day of _____, 20__.

Kivalliq Inuit Association

By: _____

Typed Name of authorized representative _____

Typed Title of authorized representative: _____

UNQUOTE



This Page forms an integral part of our Letter of Credit No. SBGV730404.

QUOTE

"EXHIBIT C"

REDUCTION CERTIFICATE

Canadian Imperial Bank of Commerce
Trade Finance Centre
400 Burrard Street, 6th Floor
Vancouver, B.C.
Canada V6C 3A6

Re: Irrevocable standby letter of credit no. SBGV730404

We refer to your Irrevocable standby letter of credit no. SBGV730404 dated March 22, 2004 issued by you to Kivalliq Inuit Association. The undersigned, a duly authorized representative of Kivalliq Inuit Association ("KIA"), hereby requests that the maximum amount of the standby letter of credit be reduced from CAD.....(.....Canadian Dollars) to CAD.....(.....Canadian Dollars) pursuant to the terms of Section 7.03 or 7.04 of the commercial lease for Inuit lands dated July 1, 2002 (the "Lease") between KIA and International Limited (now "Comaplex") and amendment to lease dated March 10, 2004 between KIA and Comaplex.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Reduction Certificate as of the ____ day of ____, 20__.

Very truly yours,

Kivalliq Inuit Association

By _____


Typed Name of authorized representative _____

Typed Title of authorized representative: _____

UNQUOTE


This standby letter of credit is subject to the 'Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication No. 500' and engages CIBC in accordance with the terms thereof.

For Canadian Imperial Bank of Commerce



Counter Signature

John Plant
Director



Authorized Signature

Kevin McConnell
Manager, Commercial Banking



Letter of Credit Reference No. SBGC707355

Amendment No. AMD001

Beneficiary:

Kivalliq Inuit Association
P.O. Box 340
Rankin Inlet, NT
X0C 0G0

Applicant:

Comaplex Minerals Corp.
Suite 901
1015 - 4th Street S.W.
Calgary, Alberta T2R 1J4

This letter of credit has been amended as follows:

- (1) The expiration date is extended to 4/30/2004.
- (2) It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least 30 days prior to such expiration date, CIBC notifies the Beneficiary in writing by registered mail or courier that CIBC elects not to consider this standby letter of credit renewed for such further period.

The Beneficiary may from time to time advise CIBC of the Beneficiary's address by letter to CIBC at CIBC's address stated above, dated and signed by the Beneficiary and quoting this standby letter of credit No. SBGC707355. Any notice by CIBC to the Beneficiary regarding this standby letter of credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of the Beneficiary stated above.

- (3) This standby letter of credit shall now expire at the counters of our Trade Finance Centre, 400 Burrard Street, 6th Floor, Vancouver, B.C. V6C 3A6 and any drawings hereunder must be presented to this address prior to 3:00p.m. on the expiry date.

All other terms and conditions of this credit remain unchanged.

This amendment is to be considered as part of the above credit and must be attached thereto.

For Canadian Imperial Bank of Commerce

Counter Signature

Authorized Signature

Letter of Credit Reference No. SBGC707355

Beneficiary:
Kivalliq Inuit Association
P.O. Box 340
Rankin Inlet, NT
X0C 0G0

Applicant:
Comaplex Minerals Corp.
Suite 901
1015 - 4th Street S.W.
Calgary, Alberta T2R 1J4

Amount: CAD35,000.00
(Thirty Five Thousand Canadian Dollars)

Date of Expiry: 30 April, 2003

We, Canadian Imperial Bank of Commerce, hereby issue in your favour this irrevocable standby letter of credit for account of the applicant for a sum not exceeding in the aggregate the above-mentioned amount.

This standby letter of credit shall be available to you for payment against your presentation to us at 1066 W. Hastings Street, 11th Floor, Vancouver, B.C., V6E 4M1, of the following documents:

- (a) your signed written demand for payment addressed to us referencing the number and date of this standby letter of credit;
- (b) your signed certificate certifying that the amount demanded is to meet the unfulfilled obligations of Comaplex Minerals Corp. relative to Licences as agreed between yourselves and the applicant; and
- (c) this original standby letter of credit (and all subsequent amendments, if any) for endorsement of any demand paid by us.

Partial drawings are permitted.

This standby letter of credit shall expire at the counters of our Trade Finance Centre, 1066 W. Hastings Street, 11th Floor, Vancouver, B.C., V6E 4M1 on the above-mentioned expiry date and any drawings hereunder must be presented to our centre prior to 3:00 p.m. on that date.

This letter of credit may be cancelled prior to the expiry date upon our receipt at the above-noted address of the original letter of credit and the Beneficiary's signed letter addressed to us requesting cancellation of the letter of credit. Such cancellation shall be effective on the date we receive the documents noted herein.

Except so far as otherwise expressly stated this irrevocable standby letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 Revision) International Chamber Of Commerce (Publication No: 500).

For Canadian Imperial Bank of Commerce:

Counter Signature:

Authorized Signature:

Letter of Credit Reference No. SBGC707355

Beneficiary:

Kivalliq Inuit Association
P.O. Box 340
Rankin Inlet, NT
X0C 0G0

Applicant:

Complex Minerals Corp.
Suite 901
1015 - 4th Street S.W.
Calgary, Alberta T2R 1J4

Amount: CAD35,000.00
(Thirty Five Thousand Canadian Dollars)

Date of Expiry: 30 April, 2003

We, Canadian Imperial Bank of Commerce, hereby issue in your favour this irrevocable standby letter of credit for account of the applicant for a sum not exceeding in the aggregate the above-mentioned amount.

This standby letter of credit shall be available to you for payment against your presentation to us at 1066 W. Hastings Street, 11th Floor, Vancouver, B.C., V6E 4M1, of the following documents:

- (a) your signed written demand for payment addressed to us referencing the number and date of this standby letter of credit;
- (b) your signed certificate certifying that the amount demanded is to meet the unfulfilled obligations of Complex Minerals Corp. relative to Licences as agreed between yourselves and the applicant; and
- (c) this original standby letter of credit (and all subsequent amendments, if any) for endorsement of any demand paid by us.


Partial drawings are permitted.

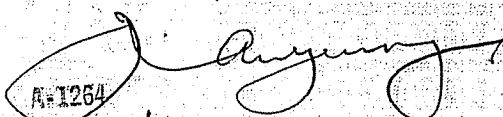
This standby letter of credit shall expire at the counters of our Trade Finance Centre, 1066 W. Hastings Street, 11th Floor, Vancouver, B.C., V6E 4M1 on the above-mentioned expiry date and any drawings hereunder must be presented to our centre prior to 3:00 p.m. on that date.

This letter of credit may be cancelled prior to the expiry date upon our receipt at the above-noted address of the original letter of credit and the Beneficiary's signed letter addressed to us requesting cancellation of the letter of credit. Such cancellation shall be effective on the date we receive the documents noted herein.

Except so far as otherwise expressly stated this irrevocable standby letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 Revision) International Chamber Of Commerce (Publication No. 500).

For Canadian Imperial Bank of Commerce


Counter Signature


Authorized Signature