Thompson Creek Metals CO Inc.
Form 424B5
November 13, 2012

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This preliminary prospectus supplement and the accompanying prospectus relate to an effective registration statement under the Securities Act of 1933, as amended, but are not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell the securities and are not soliciting an offer to buy the securities in any state or jurisdiction where the offer or sale is not permitted.

Subject to Completion.
Dated November 13, 2012

Prospectus Supplement to Prospectus dated May 7, 2012 (U.S.)
and Prospectus dated April 19, 2012 (Canada)

$350,000,000

Thompson Creek Metals Company Inc.

% Senior Secured First Priority Notes due 2018

The notes will mature on February , 2018. We will pay interest on the notes on February and August of each year. The first such payment will be made on , 2013. We may redeem the notes in whole or in part at any time on or after February , 2015 at the redemption prices set forth in this prospectus supplement. We may redeem the notes in whole or in part at any time before February , 2015 at a redemption price of 100% of the principal amount of the notes plus accrued and unpaid interest and Additional Amounts, if any, plus a make-whole premium. We may also redeem up to 35% of the notes using the proceeds of certain equity offerings completed before February , 2015. We may also redeem all of the notes at any time upon the occurrence of specified events relating to tax law. If a change of control occurs, holders of the notes may require us to repurchase the notes.

The notes and the related guarantees are secured by a first-priority lien subject to permitted liens on substantially all of our and the guarantors' property and assets. The notes are our senior secured obligations and will rank equal in right of payment with all of our existing and future senior debt, except that the notes are effectively senior to our existing and future unsecured senior obligations to the extent of the value of the assets securing the notes after giving effect to any senior liens. The guarantees are each guarantor's senior secured obligations and rank equal in right of payment with all of each guarantor's existing and future senior debt, except that the guarantees are effectively senior to each

guarantor's existing and future unsecured senior obligations to the extent of the value of the assets securing the guarantees after giving effect to any senior liens. The notes and the related guarantees are effectively subordinated to any obligations that are secured by any of our or the guarantors' assets that are not part of the collateral for the notes and the related guarantees, or that are secured by senior liens, to the extent of the value of the assets securing such obligations. In addition, the notes and the related guarantees are effectively subordinated to any obligations of our subsidiaries that are not guarantors of the notes. Some or all of the guarantees of the notes may terminate in certain circumstances as described herein. The notes will not be listed on any national securities exchange. Currently there is no public market for the notes.

We intend to use the net proceeds of this offering, after deducting underwriting discounts and commissions and other offering expenses payable by us, for general corporate purposes, including capital expenditures relating to the development of Mt. Milligan. In connection with the closing of this offering, we intend to terminate our revolving credit facility, under which no debt is outstanding. See "Use of Proceeds."

See "Risk Factors", beginning on page S-15 of this prospectus supplement to read about important facts you should consider before buying the notes.

This prospectus supplement, in conjunction with the prospectus dated May 7, 2012 and filed with the Securities and Exchange Commission, and the prospectus dated April 19, 2012 and filed with the Canadian securities regulators, qualifies the notes for distribution in the United States and Canada respectively.

None of the Securities and Exchange Commission, any state securities commission nor any Canadian securities regulatory authority has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	Per Note	Total
Initial public offering price (1)	$	$
Underwriting discount or commission	$	$
Proceeds, before expenses, to Thompson Creek Metals Company Inc. (1)	$	$

(1) Plus accrued interest, if any, from , 2012 if settlement occurs after that date.

We expect delivery of the notes will be made on or about , 2012 in book-entry form.

Sole Book-Running Manager

Deutsche Bank Securities

Senior Co-Manager

RBC Capital Markets

Co-Managers

SOCIETE GENERALE **Standard Bank** **UBS Investment Bank**

Prospectus supplement dated , 2012

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It is important for you to read and consider all information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus and other offering material related to the notes in making your investment decision. You should also read and consider the information in the documents to which we have referred you in "Incorporation by Reference" in this prospectus supplement, "Incorporation of Certain documents by reference" in the accompanying prospectus and "Where you can find more information" in this prospectus supplement and in the accompanying prospectus.

You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus or other offering material to which we have referred you. We have not, and the underwriters have not, authorized anyone to provide you with information that is different. This prospectus supplement and the accompanying prospectus may only be used where it is legal to sell these securities. The information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus may only be accurate on the date hereof. Neither the delivery of this prospectus supplement and the accompanying prospectus nor any sale made hereunder shall under any circumstances create any implication that there has been no change in our affairs since the date of this prospectus supplement, or that the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus is accurate at any date other than the date on the cover page of those documents.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This prospectus supplement is a supplement to both the prospectus filed with the Securities and Exchange Commission (the "SEC") on May 7, 2012 (the "U.S. Prospectus") and the prospectus filed with the Canadian securities regulatory authorities in each Canadian province, other than Québec, on April 19, 2012 (the "Canadian Prospectus," and the U.S. Prospectus and the Canadian Prospectus each the "accompanying prospectus," as applicable.) This prospectus supplement and the U.S. Prospectus are part of a registration statement that we filed with the SEC on October 29, 2010 and amended on May 7, 2012, using a "shelf" registration process. Under the shelf registration process, we may, from time to time, issue and sell to the public any combination of the securities described in the accompanying prospectus up to an indeterminate amount, of which this offering is a part.

This prospectus supplement describes the specific terms of the notes and guarantees we are offering and certain other matters relating to us. The accompanying prospectus gives more general information about the securities we may offer from time to time, some of which does not apply to the notes and guarantees we are offering. Generally, when we refer to the prospectus, we are referring to this prospectus supplement combined with the accompanying prospectus. If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

SETTLEMENT

We expect that delivery of the notes will be made to investors on or about , 2012, which will be the business day following the date of this prospectus supplement (such settlement being referred to as "T+ "). Under Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the delivery of the notes will be required, because the notes initially settle in T+ , to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery should consult their advisors.

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FORWARD-LOOKING STATEMENTS

Certain statements in this prospectus supplement and the accompanying prospectus, and in the reports and documents incorporated by reference, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 and applicable Canadian securities legislation. Forward-looking statements may appear throughout this prospectus supplement and the accompanying prospectus. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result" and similar expressions. Where we express an expectation or belief as to future events or results, such expectation or belief is expressed in good faith and believed to have a reasonable basis. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties, which may cause actual results to differ materially from the future results expressed, projected or implied by those forward-looking statements. A detailed discussion of risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements is included in the section entitled "Risk Factors" and elsewhere in this prospectus supplement and the accompanying prospectus.

These statements include, but are not limited to comments regarding:

- the expected allocation of net proceeds raised under this prospectus supplement;
- expected concentrate and recovery grades;
- future operating goals;
- future molybdenum prices;
- the projected construction and development of the Company's Mt. Milligan project;
- estimates of future capital expenditures and other cash needs for operations;
- expectations as to the funding of operations;
- future earnings and the sensitivity of such earnings to molybdenum prices;
- future mineral production;
- estimates of mineral reserves and resources, including estimated mine life and annual production;
- statements with respect to the future financial or operating performance of the Company or its subsidiaries and its projects; and
- acquisition of new projects and the development of the Company's Berg property and Davidson property.

Although we base these forward-looking statements on assumptions that we believe are reasonable when made, we caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity and the development of the industry in which we operate may differ materially from those made in or suggested by the forward-looking statements contained in this prospectus supplement and the accompanying prospectus. In addition, even if our results of operations,

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financial condition and liquidity and the development of the industry in which we operate are consistent with the forward-looking statements contained in this prospectus supplement and the accompanying prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Although we have attempted to identify those factors that could cause actual results or events to differ from those described in such forward-looking statements, there may be other factors that cause results or events to differ from those anticipated, estimated or intended. Many of these factors are beyond our ability to control or predict. Given these risks and uncertainties, you are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statements that we make in this prospectus supplement and the accompanying prospectus speak only as of the date of those statements, and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

MARKET, RANKING, INDUSTRY DATA AND FORECASTS

This prospectus supplement and the accompanying prospectus include market share, ranking, industry data and forecasts that we obtained from industry publications and surveys, public filings and internal company sources. Industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. While we are not aware of any misstatements regarding the industry data presented in this prospectus supplement and the accompanying prospectus, we have not independently verified any of the data from third-party sources, nor have we ascertained the underlying economic assumptions relied upon by those sources. Neither we nor the underwriters can guarantee the accuracy or completeness of such information contained in this prospectus supplement and the accompanying prospectus.

GLOSSARY OF TERMS

SEC Industry Guide 7 Definitions

reserve	The term "reserve" refers to that part of a mineral deposit which could be economically and legally extracted or produced at the time of the reserve determination. Reserves must be supported by a feasibility (1) study done to bankable standards that demonstrates the economic extraction. ("Bankable standards" implies that the confidence attached to the costs and achievements developed in the study is sufficient for the project to be eligible for external debt financing.) A reserve includes adjustments to the in-situ tonnes and grade to include diluting materials and allowances for losses that might occur when the material is mined.
proven reserve	The term "proven reserve" refers to reserves for which (a) quantity is computed from dimensions revealed in outcrops, trenches, workings or drill holes; grade and/or quality are computed from the results of detailed sampling and (b) the sites for inspection, sampling and measurement are spaced so closely and the geologic character is so well defined that size, shape depth and mineral content of reserves are well-established.

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probable reserve	The term "probable reserve" refers to reserves for which quantity and grade and/or quality are computed from information similar to that used for proven (measured) reserves, but the sites for inspection, sampling, and measurement are farther apart or are otherwise less adequately spaced. The degree of assurance, although lower than that for proven reserves, is high enough to assume continuity between points of observation.
mineralized material (2)	The term "mineralized material" refers to material that is not included in the reserve as it does not meet all of the criteria for adequate demonstration for economic or legal extraction.
non-reserves	The term "non-reserves" refers to mineralized material that is not included in the reserve as it does not meet all of the criteria for adequate demonstration for economic or legal extraction.

(1) For SEC Industry Guide 7 purposes, the feasibility study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction is justified.

(2) This category is substantially equivalent to the combined categories of Measured Mineral Resource and Indicated Mineral Resource specified in NI 43-101.

NI 43-101 Definitions

Mineral Reserve	The term "Mineral Reserve" refers to the economically mineable part of a Measured or Indicated Mineral Resource demonstrated by at least a preliminary feasibility study. The study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction can be justified. A Mineral Reserve includes diluting materials and allowances for losses that may occur when the material is mined.
Proven Mineral Reserve	The term "Proven Mineral Reserve" refers to the economically mineable part of a Measured Mineral Resource demonstrated by at least a preliminary feasibility study. This study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction is justified.
Probable Mineral Reserve	The term "Probable Mineral Reserve" refers to the economically mineable part of an Indicated Mineral Resource, and in some circumstances, a Measured Mineral Resource demonstrated by at least a preliminary feasibility study. This study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction can be justified.

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Mineral Resource	The term "Mineral Resource" refers to a concentration or occurrence of diamonds, natural solid inorganic material, or natural solid fossilized organic material including base and precious metals, coal, and industrial minerals in or on the Earth's crust in such form and quantity and of such a grade or quality that it has reasonable prospects for economic extraction. The location, quantity, grade, geological characteristics and continuity of a Mineral Resource are known, estimated or interpreted from specific geological evidence and knowledge.
Measured Mineral Resource	The term "Measured Mineral Resource" refers to that part of a Mineral Resource for which quantity, grade or quality, densities, shape and physical characteristics are so well established that they can be estimated with confidence sufficient to allow the appropriate application of technical and economic parameters, to support production planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration, sampling and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes that are spaced closely enough to confirm both geological and grade continuity.
Indicated Mineral Resource	The term "Indicated Mineral Resource" refers to that part of a Mineral Resource for which quantity, grade or quality, densities, shape and physical characteristics can be estimated with a level of confidence sufficient to allow the appropriate application of technical and economic parameters, to support mine planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes that are spaced closely enough for geological and grade continuity to be reasonably assumed.
Inferred Mineral Resource	The term "Inferred Mineral Resource" refers to that part of a Mineral Resource for which quantity and grade or quality can be estimated on the basis of geological evidence and limited sampling and reasonably assumed, but not verified, geological and grade continuity. The estimate is based on limited information and sampling gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes.

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Qualified Person (1)	The term "qualified person" refers to an individual who is an engineer or geoscientist with at least five years of experience in mineral exploration, mine development or operation or mineral project assessment, or any combination of these, has experience relevant to the subject matter of the mineral project and the technical report, and is a member in good standing of a professional association.

(1) SEC Industry Guide 7 does not require designation of a qualified person

Additional Definitions

concentrate the product of mineral flotation process which separates and concentrates ore minerals from waste material

concentrator plant and equipment that conducts process of mineral concentration

cut-off grade when determining economically viable Mineral Reserves, the lowest grade of mineralized material that qualifies as ore, i.e. that can be mined and processed at a profit

feasibility study a comprehensive study of a mineral deposit in which all geological, engineering, legal, operating, economic, social, environmental and other relevant factors are considered in sufficient detail that it could reasonably serve as the basis for a final decision by a financial institution to finance the development of the deposit for mineral production

formation a distinct layer of sedimentary rock of similar composition

grade quantity of metal per unit weight of host rock

host rock the rock in which a mineral or an ore body may be contained

in-situ **in its natural position**

life-of-mine a term commonly used to refer to the likely term of a mining operation and normally determined by dividing the tons of Mineral Reserve by the annual rate of mining and processing

mineral a naturally occurring inorganic crystalline material having a definite chemical composition

mineralization a natural accumulation or concentration in rocks or soil of one or more potentially economic minerals, also the process by which minerals are introduced or concentrated in a rock

Mo molybdenum

net smelter return (NSR) refers to the revenue expected from ore delivered to the smelter, taking into account metallurgical recoveries, concentrate grades, transportation costs and smelter treatment charges, usually measured on a per ton basis

outcrop that part of a geologic formation or structure that appears at the surface of the Earth

open pit surface mining in which the ore is extracted from a pit or quarry, the geometry of the pit may vary with the characteristics of the ore body

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ore mineral bearing rock that can be mined and treated profitably under current or immediately foreseeable economic conditions

ore body a mostly solid and fairly continuous mass of mineralization estimated to be economically mineable

ore grade the average weight of the valuable metal or mineral contained in a specific weight of ore i.e. grams per tonne of ore

preliminary feasibility study and pre-feasibility study each mean a comprehensive study of the viability of a mineral project that has advanced to a stage where the mining method, in the case of underground mining, or the pit configuration in the case of an open pit, has been established and an effective method of mineral processing has been determined, and includes a financial analysis based on reasonable assumptions of technical, engineering, legal, operating, economic, social, and environmental factors and the evaluation of other relevant factors which are sufficient for a qualified person, acting reasonably, to determine if all or part of the Mineral Resource may be classified as a Mineral Reserve

rock indurated naturally occurring mineral matter of various compositions

sedimentary rock rock formed at the Earth's surface from solid particles, whether mineral or organic, which have been moved from their position of origin and re-deposited

stockpile a rock dump containing ore grade material to be processed at some point in the future

strip to remove overburden in order to expose ore

sulfide a mineral including sulfur (S) and iron (Fe) as well as other elements; metallic sulfur-bearing mineral often associated with gold mineralization

tailings fine ground wet waste material produced from ore after economically recoverable metals or minerals have been extracted

ton short ton, equal to 2,000 pounds, or 907.2 kilograms

tonne metric tonne, equal to 1,000 kilograms or 2,204.6 pounds

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SUMMARY

This summary highlights selected information contained elsewhere in or incorporated by reference in this prospectus supplement and the accompanying prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether or not to invest in the notes. For a more complete understanding of our company and this offering, we encourage you to read this entire document, including "Risk Factors," the financial information included in or incorporated by reference into this prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein.

Unless otherwise indicated or required by the context, as used in this prospectus supplement, the terms "Thompson Creek," the "Company," "we," "our" and "us" refer to Thompson Creek Metals Company Inc. and all of our subsidiaries that are consolidated under generally accepted accounting principles in the United States, or "US GAAP," and all references to "$," "US$" or "U.S. dollars" are to the lawful currency of the United States of America, while all references to "C$" or "Canadian dollars" are to the lawful currency of Canada.

In this prospectus supplement, "Annual Report on Form 10-K" refers to our Annual Report on Form 10-K for the year ended December 31, 2011, and "Quarterly Report on Form 10-Q" refers to our Quarterly Report on Form 10-Q for the nine months ended September 30, 2012, each of which is incorporated by reference in this prospectus supplement and the accompanying prospectus. For the definitions of mining terms used throughout this prospectus supplement, please refer to the "Glossary of Terms" in this prospectus supplement.

Our Company

We are a growing, diversified, North American mining company. In 2011, we were the fourth largest producer of molybdenum in the Western world, according to CRU International ("CRU"), and have substantial copper and gold reserves. Our principal producing properties are the Thompson Creek open-pit molybdenum mine and concentrator (the "TC Mine") in Idaho, a 75% joint venture interest in the Endako open-pit molybdenum mine, concentrator and roaster (the "Endako Mine") in British Columbia and the Langeloth metallurgical facility (the "Langeloth Facility") in Pennsylvania. We are in the process of constructing our Mt. Milligan mine ("Mt. Milligan") in British Columbia, which will be an open pit copper and gold mine and concentrator.

We are a significant molybdenum supplier to the global steel and chemicals sectors. Molybdenum is used as a ferro-alloy in steels that serve the chemical processing and oil refining industries, power generation, oil well drilling and petroleum and gas pipeline industries. For the twelve months ended September 30, 2012, we sold 28.6 million pounds of molybdenum, 18.0 million of which were from production from our mines (11.7 million from our TC Mine and 6.3 million from our Endako Mine) and 10.6 million of which were from third-party product that we purchased, processed and resold.

In October 2010, we acquired Terrane Metals Corp. ("Terrane"), a Canadian exploration and development company. In acquiring Terrane, we enhanced our growth prospects and diversified our asset base of primary molybdenum deposits to include copper and gold from the Mt. Milligan property and exploration opportunities in the other properties acquired. Mt. Milligan is designed to be a conventional truck-shovel open pit mine with a 66,000 ton per day copper flotation processing plant, with estimated average annual production over the life of the mine of 81 million pounds of copper and 194,000 ounces of gold. We are currently

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estimating an aggregate of approximately C$1.5 billion to construct and develop the Mt. Milligan copper-gold mine of which approximately C$515 to C$585 million of cash expenditures remain to be spent. Construction and development remain on schedule with commissioning and start-up expected to commence in the third quarter of 2013 and commercial production of copper and gold expected in the fourth quarter of 2013.

Among our principal assets are our ore reserves. At December 31, 2011, consolidated proven and probable reserves for the TC Mine and for our 75% joint venture interest in the Endako Mine totaled 448.8 million pounds of contained molybdenum, with 49.2% of these reserves from the TC Mine and 50.8% from our joint venture interest in the Endako Mine. The consolidated proven and probable reserve estimates for the TC Mine utilized a cut-off grade of 0.030% molybdenum ("Mo") and an average long-term molybdenum price of $12.00 per pound. The consolidated proven and probable reserve estimates for the Endako Mine utilized a cut-off grade of 0.018% Mo and a long-term molybdenum price of $13.50 C$/lb or $12.00 US$/lb using an exchange rate of C$1.125/US$1.00. At December 31, 2011, the consolidated proven and probable reserve for Mt. Milligan totaled 2.1 billion pounds of contained copper and 6 million ounces of contained gold. The open pit was optimized at a $4.10/ton net smelter return cut-off value and incorporates costs for milling, plant services, tailing services and general and administrative charges at $1.60/lb copper, $690/oz gold and a 0.85 US$/C$ exchange rate. See Part I, Item 1 and 2, Business and Properties, of our Annual Report on Form 10-K, incorporated by reference in this prospectus supplement and the accompanying prospectus, for further details on our mineral reserves.

We also have a copper, molybdenum and silver exploration property located in British Columbia (the "Berg property"), an underground molybdenum exploration property located in British Columbia (the "Davidson property") and a joint venture gold exploration project located in the Kivalliq District of Nunavut, Canada (the "Maze Lake property").

Our Industry

Molybdenum is an important industrial metal principally used for metallurgical applications as a ferro-alloy in steels where high strength, temperature-resistant or corrosion-resistant properties are sought. The addition of molybdenum enhances the strength, toughness and wear- and corrosion-resistance in steels when added as an alloy. Molybdenum is used in major industries including chemical and petro-chemical processing, oil and gas for drilling and pipelines, power generation, and the automotive and aerospace industries. Molybdenum is also widely used in non-metallurgical applications such as catalysts, lubricants, flame-retardants in plastics, water treatment and as a pigment. As a catalyst, molybdenum is used for de-sulfurization of petroleum, allowing high sulfur fuels to meet strict environmental regulations governing emissions. Molybdenum as a high-purity metal is also used in electronics such as flat-panel displays and heat sinks.

The world market for molybdenum consumption was approximately 533.9 million pounds in 2011, as estimated by CRU. Our average realized sales price for molybdenum decreased to $12.85 per pound in the third quarter of 2012 from $15.64 per pound in the third quarter of 2011. Our average realized sales price per pound sold represents molybdenum sales revenue divided by the pounds sold.

The main sources of molybdenum today are found in the United States, Chile, China, Canada, Peru and Mexico. Molybdenum is obtained from two different types of mines: primary mines where molybdenum occurs alone and by-product mines where the metal occurs with copper sulfide minerals. According to CRU, in 2011, 50% of the world's

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molybdenum supply came from primary mines, such as ours, 48% from by-product mines and the balance of production came from recoveries from catalysts.

Copper is a malleable and ductile metallic element that is an excellent conductor of heat and electricity as well as being corrosion-resistant and antimicrobial. Copper's end-use markets include construction, electrical applications, industrial machinery, transportation and consumer goods. A combination of mine production and recycled scrap material make up the annual copper supply. The key copper producing countries are Chile, Peru, the United States, Canada, Mexico, China, Australia, Indonesia and Zambia. Copper demand is closely associated with global industrial production.

Gold is a precious and finite natural commodity generally used for fabrication or as an investment. The primary sources of gold supply are a combination of current mine production, recycled gold and draw-down of existing gold stocks held by governments, financial institutions, industrial organizations and private individuals. The gold price, while affected by factors of demand and supply, has historically been significantly affected by macroeconomic factors, such as inflation, changes in interest rates, exchange rates, reserve policy by central banks and by global political and economic events.

We were organized as a corporation under the laws of Ontario, Canada in 2000 and continued as a corporation under the laws of British Columbia, Canada, effective July 29, 2008. Our principal executive offices are located at 26 West Dry Creek Circle Suite 810, Littleton, Colorado, and our telephone number is (303) 761-8801. Our web site is located at http://www.thompsoncreekmetals.com. Information contained on our web site is not a part of this prospectus supplement or the accompanying prospectus, and you should only rely on the information contained in or incorporated by reference in this prospectus supplement and the accompanying prospectus when making a decision as to whether or not to invest in the notes.

Recent Developments

On November 6, 2012, Kevin Loughrey, Chairman and Chief Executive Officer of the Company, notified the Board of Directors of the Company of his desire to retire within the next 18 months, subject to a suitable successor being identified by the Board. Mr. Loughrey expressed willingness to continue in his current role until a replacement is named and to remain with the Company in any capacity necessary following his retirement to ensure a stable transition.

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THE OFFERING

The summary below describes the principal terms of the notes and the guarantees. Many of the terms and conditions described below are subject to important limitations and exceptions. For a more complete understanding of this offering and the terms and conditions of the notes and guarantees, we encourage you to read this entire prospectus supplement and the accompanying prospectus, including the sections of this prospectus supplement entitled "Risk Factors" and "Description of Notes."

Issuer	Thompson Creek Metals Company Inc.
Securities offered	$350 million aggregate principal amount of % Senior Secured First Priority Notes due 2018 (the "notes"). The notes will be issued in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000.
Maturity date	The notes will mature on February , 2018.
Interest rate	Interest will accrue on the notes from November , 2012 until maturity at % per year.
Interest payment dates	February and August of each year, beginning on , 2013.
Guarantees	The notes will be guaranteed on a senior secured basis by substantially all of our existing and future direct and indirect subsidiaries other than certain non-core and immaterial subsidiaries. In the event of certain reorganizations permitted by our other indebtedness and the indenture governing our notes, our new parent will be required to guarantee the notes to the extent it guarantees our other indebtedness. Under certain circumstances, subsidiary guarantors may be released from their guarantees without the consent of the holders of notes. See "Description of Notes Note Guarantees." For the twelve months ended September 30, 2012, our non-guarantor subsidiaries: represented approximately none of our revenues; and represented approximately none of our operating income. As of September 30, 2012, our non-guarantor subsidiaries: represented 0.48% of our total assets; and had $5.8 million of total liabilities, including trade payables but excluding intercompany liabilities.

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	Our non-guarantor subsidiaries described above include certain subsidiaries that will remain unrestricted under the indenture that will govern the notes. These subsidiaries will not be subject to the covenants of the indenture. On the issue date, these subsidiaries will be Highlands Ranch, LLC, Howards Pass General Partner Corp., Howards Pass Metals Limited Partnership, Maze Lake General Partner Corp., Maze Lake Metals Limited Partnership and Thompson Creek UK Limited. The holders of the notes will not have the benefit of any cash generated by these subsidiaries' properties, including the Maze Lake joint venture gold exploration property, unless the subsidiaries that own this property distribute cash to Thompson Creek or the subsidiary guarantors.
Security	Payment and performance of our obligations under the notes will be secured by first priority liens, subject to permitted liens, on substantially all of our property and assets, but will exclude certain assets, including: (i) any property for which granting a security interest (A) is prohibited by, or requires a consent of a governmental authority not obtained under, law or (B) is prohibited by, or requires a consent not obtained under, the contract or license giving rise to such property or, in the case of stock of a non-wholly-owned subsidiary, a stockholders' or similar agreement, (ii) certain property which is subject to permitted purchase money liens or capital leases, (iii) leasehold interests in real property (other than leasehold interests comprising a portion of the Thompson Creek Mine property), (iv) fee interests in real property to the extent its book value does not exceed $5.0 million and (v) the proceeds and products of the assets described and (i) through (iv) to the extent they constitute assets of the type described in (i) through (iv). See "Description of Notes Security."
Use of proceeds	We estimate that the net proceeds from this offering will be approximately $ million, after deducting underwriting discounts and commissions and estimated expenses payable by us. We intend to use the net proceeds from this offering for general corporate purposes, including capital expenditures relating to the development of Mt. Milligan. In connection with the closing of this offering, we intend to terminate our revolving credit facility, under which no debt is outstanding.
Indenture	We will issue the notes as a new series of debt securities under an indenture, supplemented as described in this prospectus supplement, between us, Wells Fargo Bank, National Association, as U.S. indenture trustee and U.S. collateral agent and Valiant Trust Company, as Canadian co-trustee and Canadian collateral agent.

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Ranking

The notes and the subsidiary guarantees will:

be our and the subsidiary guarantors' senior secured obligations;

rank senior in right of payment to all of our and the subsidiary guarantors' existing and future subordinated indebtedness;

rank equally in right of payment with all of our and the subsidiary guarantors' existing and future senior indebtedness;

be effectively senior to any of our and the subsidiary guarantors' existing and future senior unsecured debt, to the extent of the value of the assets securing the notes after giving effect to any senior liens;

be effectively subordinated to our and the subsidiary guarantor's existing and future indebtedness that is secured by assets that do not secure the notes, to the extent of the value of such assets; and

be structurally subordinated to all of the existing and future liabilities (including trade payables) of each of our subsidiaries that do not guarantee the notes.

As of September 30, 2012, after giving effect to the issuance of the notes offered hereby:

our total debt would have been approximately $1,007.5 million, of which $583.2 million would have been unsecured indebtedness, effectively ranking junior to the notes, to the extent of the value of the collateral, $350.0 million of which would have been the notes and the remainder of which would have been the equipment financing;

we would have had unused commitments of $62.0 million under our equipment financing facility from Caterpillar Financial Services Limited ("Caterpillar") (the "Caterpillar equipment financing facility") as described in "Description of Other Indebtedness and Deferred Revenue Caterpillar Equipment Financing Facility," all of which would effectively rank senior to the notes if borrowed, with respect to the assets financed;

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we would have had $574.6 million in outstanding deferred revenue under our Gold Stream arrangement described in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement" and note 10 to our consolidated financial statements for the quarter ended September 30, 2012, which are secured by the Mt. Milligan assets, and would effectively rank senior to the notes to the extent of the gold stream purchaser's security interest in the designated percentage of produced gold, purchased pursuant to the gold stream arrangement in which the gold stream purchaser has a priority security interest, and would effectively rank junior to the notes with respect to the other Mt. Milligan assets, in which the purchaser has a junior security interest. We also have an entitlement to receive an additional $206.9 million of deposits in respect of the Gold Stream arrangement that are available to us over the Mt. Milligan construction period, which would effectively rank senior to the notes, if received, to the extent of the gold stream purchaser's security interest in the designated percentage of produced gold, purchased pursuant to the gold stream arrangement, in which the gold stream purchaser has a priority security interest, and would effectively rank junior to the notes with respect to the other Mt. Milligan assets, in which the purchaser has a junior security interest; and

our non-guarantor subsidiaries would have had $5.8 million of total liabilities (including trade payables), all of which would have been structurally senior to the notes.

Optional redemption

The notes will be redeemable at our option, in whole or in part, at any time on or after February , 2015, at the redemption prices set forth in this prospectus supplement, together with accrued and unpaid interest and Additional Amounts, if any, to the date of redemption.

At any time prior to February , 2015, we may redeem up to 35% of the original principal amount of the notes and guarantees with the proceeds of certain equity offerings at a redemption price of % of the principal amount of the notes, together with accrued and unpaid interest and Additional Amounts, if any, to the date of redemption.

At any time prior to February , 2015, we may also redeem some or all of the notes and guarantees at a price equal to 100% of the principal amount of the notes, plus accrued and unpaid interest and Additional Amounts, plus a "make-whole premium." See "Description of Notes Optional Redemption."

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	We may also redeem the notes, in whole but not in part, at any time upon the occurrence of specified events relating to tax law, at a redemption price equal to 100% of the principal amount of the notes plus accrued and unpaid interest and Additional Amounts, if any, to the redemption date. See "Description of Notes Tax Redemption."
Change of control offer	Upon the occurrence of specific kinds of changes of control, you will have the right, as holders of the notes, to cause us to repurchase some or all of your notes at 101% of their face amount, plus accrued and unpaid interest to, but not including, the repurchase date and Additional Amounts, if any. See "Description of Notes Repurchase at the Option of Holders Change of Control."
Asset disposition offer	If we or our restricted subsidiaries sell assets, under certain circumstances, the issuer will be required to use the net proceeds to make an offer to purchase notes at an offer price in cash in an amount equal to 100% of the principal amount of the notes, plus accrued and unpaid interest to the repurchase date and Additional Amounts, if any. See "Description of Notes Repurchase at the Option of Holders Asset Sales."
Covenants	We will issue the notes under an indenture containing covenants for your benefit. The indenture will, among other things, limit our ability and the ability of our restricted subsidiaries to: incur additional indebtedness; pay dividends or make other distributions or repurchase or redeem our capital stock; prepay, redeem or repurchase certain debt; make loans and investments; sell assets; incur liens; enter into transactions with affiliates; enter into agreements restricting our subsidiaries' ability to pay dividends; and consolidate, merge or sell all or substantially all of our assets. These covenants will be subject to a number of important exceptions and qualifications. For more details, see "Description of Notes."

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	Certain of these covenants will cease to apply if the notes are assigned an investment grade rating by Standard & Poor's Rating Services ("S&P") and Moody's Investors Service, Inc. ("Moody's") and no default has occurred and is continuing. These covenants will be reinstated if the notes are subsequently no longer rated investment grade by either agency. See "Description of Notes Certain Covenants Effectiveness of Covenants."
Absence of public market for the notes	The notes are a new issue of securities, and there is currently no established trading market for the notes. If issued, the notes generally will be freely transferable but will also be new securities for which there will not initially be a market. We do not intend to apply for a listing of the notes on any securities exchange or an automated dealer quotation system. Accordingly, there can be no assurance as to the development or liquidity of any market for the notes. The underwriters have advised us that they currently intend to make a market in the notes. However, they are not obligated to do so, and any market making with respect to the notes may be discontinued without notice.
Original Issue Discount	The notes may be issued with original issue discount ("OID") for U.S. federal income tax purposes. If the notes are issued with OID, holders subject to U.S. federal income taxation will be required to include the OID in gross income (as ordinary income) as the OID accrues (on a constant yield to maturity basis), in advance of the receipt of cash payment thereof and regardless of such holder's regular method of accounting for U.S. federal income tax purposes. See "Certain United States Federal Income Tax Considerations."
Additional amounts	All payments made with respect to the notes (or any guarantee of the notes) will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, unless required by law. If we are (or any guarantor or other applicable withholding agent is) so required to withhold or deduct any taxes imposed under the laws of Canada or any other jurisdiction in which we (or any guarantor) is incorporated, engaged in business, or resident for tax purposes or any jurisdiction through which payment is made by or on behalf of us (or any guarantor), we (or such guarantor) will pay such additional amounts as necessary so that the net amount received by each beneficial owner (including additional amounts) after such withholding or deduction (including any such withholding or deduction in respect of additional amounts) will not be less than the amount such beneficial owner would have received if such taxes had not been withheld or deducted, subject to certain exceptions. See "Description of Notes Payment of Additional Amounts."

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Canadian federal income tax consequences	Amounts paid or credited in satisfaction of the principal of the notes or as premium, discount or interest on the notes will generally be exempt from Canadian withholding tax. No other Canadian taxes on income (including taxable capital gains) will generally be payable by holders not resident in Canada in respect of the ownership or disposition of the notes. See "Certain Canadian Federal Income Tax Considerations."
Further issuances	We may from time to time create and issue additional notes having the same terms as the notes being issued in this offering, so that such additional notes shall be consolidated and form a single series with the notes.
Form	The notes will be represented by one or more global notes registered in the name of The Depository Trust Company, referred to as DTC, or its nominee. Beneficial interests in the notes will be evidenced by, and transfers thereof will be effected only through, records maintained by participants in DTC.
U.S. Trustee and U.S. Collateral Agent	Wells Fargo Bank, National Association.
Canadian Trustee and Canadian Collateral Agent	Valiant Trust Company.
Delivery and clearance	We will deposit the global notes representing the notes with the U.S. Trustee as custodian for DTC. You may hold an interest in the notes through DTC, Clearstream Banking S.A. or Euroclear Bank S.A./N.V., as operator of the Euroclear System, directly as a participant of any such system or indirectly through organizations that are participants in such systems.

Risk Factors

In evaluating an investment in the notes and the guarantees, prospective investors should carefully consider, along with the other information in and incorporated by reference in this prospectus supplement and the accompanying prospectus, the specific factors set forth under "Risk Factors" for risks involved with an investment in the notes and the guarantees.

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SUMMARY OF FINANCIAL AND OPERATING DATA

The following summary consolidated financial and operating data as of and for the years ended December 31, 2011, 2010 and 2009 have been derived from our audited consolidated financial statements prepared in accordance with US GAAP incorporated by reference in this prospectus supplement and the accompanying prospectus.

The summary consolidated financial data as of September 30, 2012 and for the nine months ended September 30, 2012 and 2011 have been derived from our unaudited consolidated financial statements prepared in accordance with US GAAP incorporated by reference in this prospectus supplement and the accompanying prospectus, which in the opinion of management include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the results for the unaudited interim periods.

The summary consolidated financial data for the twelve months ended September 30, 2012 have been calculated by adding our historical financial data for the year ended December 31, 2011 and the nine months ended September 30, 2012 and subtracting our historical financial data for the nine months ended September 30, 2011.

Our results for the nine months ended September 30, 2012 are not necessarily indicative of the results that may be expected for the entire year. Historical results are not necessarily indicative of results that may be expected for any future period. You should read this summary financial data together with our Annual Report on Form 10-K and our audited and unaudited consolidated financial statements, including the accompanying notes, all incorporated by reference in this prospectus supplement and the accompanying prospectus.

	Nine Months Ended		Twelve Months Ended	Year Ended December 31,		
(US dollars in millions)	September 30, 2012	September 30, 2011	September 30, 2012 (1)	2011	2010	2009
Statement of operations data:						
Revenues:						
Molybdenum sales	$ 291.8	$ 539.0	$ 404.7	$ 651.9	$ 578.6	$ 361.9
Tolling, calcining and other	10.2	13.4	14.0	17.2	16.2	11.5
Total revenues	302.0	552.4	418.7	669.1	594.8	373.4
Costs and expenses:						
Cost of sales:						
Operating expenses	296.1	284.7	403.8	392.4	315.5	241.3
Depreciation, depletion and amortization	48.1	59.5	63.7	75.1	49.9	43.4
Total cost of sales	344.2	344.2	467.5	467.5	365.4	284.7
Selling and marketing	4.5	6.7	5.7	7.9	7.7	6.2
Accretion expense	1.6	1.4	2.1	1.9	1.5	1.4
General and administrative	22.1	21.6	28.8	28.3	23.5	25.1
Acquisition costs					12.9	
Exploration	1.9	11.1	5.0	14.2	9.4	6.3
Total costs and expenses	374.3	385.0	509.1	519.8	420.4	323.7
Operating income	(72.3)	167.4	(90.4)	149.3	174.4	49.7
Other (income) expense	28.5	(144.9)	19.4	(154.0)	40.5	103.7
Income and mining taxes	(38.9)	21.0	(48.7)	11.2	20.2	2.0
Net income (loss)	$ (61.9)	$ 291.3	$ (61.1)	$ 292.1	$ 113.7	$ (56.0)

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(US dollars in millions)	As of September 30, 2012	As of December 31, 2011	2010	2009
Balance sheet data:				
Cash and cash equivalents	$ 359.7	$ 294.5	$ 316.0	$ 158.5
Short-term investments				353.0
Total assets	3,617.8	2,994.2	2,317.7	1,344.6
Total debt (including capital lease obligations)	657.5	374.9	22.0	12.9
Total liabilities	1,712.5	1,264.7	887.8	359.2
Total shareholders' equity	$ 1,905.3	$ 1,729.5	$ 1,429.9	$ 985.4

(US dollars in millions except ratio)	Nine Months Ended September 30, 2012	2011	Twelve Months Ended September 30, 2012 (1)	2011	Year Ended December 31, 2010	2009
Other financial data:						
Cash generated by operating activities	$ (36.1)	$ 181.6	$ (15.0)	$ 202.7	$ 157.4	$ 105.9
Capital expenditures	584.9	482.5	789.0	686.6	213.7	66.1
Adjusted Net Income (2)	(16.7)	122.9	(16.7)	122.9	163.3	37.4
Adjusted EBITDA (2)	$ (17.7)	$ 235.2	$ (17.8)	$ 235.1	$ 247.2	$ 104.0
Ratio of earnings to fixed charges (3)	n/a	22.9x	n/a	14.0x	134.9x	n/a

(1) Our presentation of financial information for the twelve months ended September 30, 2012 is not in accordance with US GAAP. We believe the presentation of this information is useful to investors, many of whom evaluate our operations and performance on a trailing twelve-month basis. However, our financial information for the twelve months ended September 30, 2012 is not necessarily indicative of the results that may be expected for any future twelve-month period.

(2) Adjusted Net Income represents, for the periods shown, net income (loss) before unrealized (gain) loss on common stock warrants and goodwill impairment. EBITDA represents net income excluding interest expense (net of interest income), income and mining taxes, depreciation, depletion and amortization, non cash changes in stock based compensation and non cash changes in foreign exchange loss (gain). Adjusted EBITDA represents EBITDA excluding unrealized gains and losses on common stock warrants, gains/losses on foreign exchange, stock-based compensation, accretion expense and acquisition costs. We believe that the presentation of Adjusted Net Income, EBITDA and Adjusted EBITDA are appropriate to provide additional information to investors about certain non-cash or unusual items that we do not expect to continue at the same level in the future, or other items that we do not believe to be reflective of our ongoing operating performance.

Adjusted Net Income, EBITDA and Adjusted EBITDA are not measurements of operating performance computed in accordance with US GAAP and should not be considered as substitutes for operating income, net income (loss) or cash generated by operating activities computed in accordance with US GAAP. Adjusted Net Income, EBITDA and Adjusted EBITDA have limitations as analytical tools. Some of the limitations are:

Adjusted Net Income, EBITDA and Adjusted EBITDA do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;

Adjusted Net Income, EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs;

EBITDA and Adjusted EBITDA do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debt;

although depreciation, depletion and amortization are non-cash charges, the assets being depreciated, depleted and amortized will often have to be replaced in the future. EBITDA and Adjusted EBITDA do not reflect any cash requirements for such replacements. In particular, as a company in the mining business, we record the depletion of our mineral reserves as we extract minerals from our mines, but we expect to use cash in the future to acquire other mineral reserves in the ordinary course of our business;

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although accretion expense is a non-cash charge, this represents the accretion of the liability related to the asset retirement obligations (reclamation), calculated on a present value basis, that will exist at the end of each mine life based on the mining area disturbed at a given balance sheet date. Adjusted EBITDA does not reflect any cash requirements for such reclamation activities, as those will occur upon the closing of each mine; and

other companies in our industry may calculate Adjusted Net Income, EBITDA and Adjusted EBITDA differently than we do, limiting their usefulness as comparative measures.

Because of these limitations, Adjusted Net Income, EBITDA and Adjusted EBITDA should not be considered measures of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying primarily on our US GAAP results and using Adjusted Net Income, EBITDA and Adjusted EBITDA only supplementally. We further believe that our presentation of these US GAAP and non-GAAP financial measurements provide information that is useful to investors because they are important indicators of the strength of our operations and the performance of our core business.

A reconciliation of net income (loss) to Adjusted Net Income is provided below.

	Nine Months Ended September 30,		Twelve Months Ended September 30,	Year Ended December 31,		
(US dollars in millions)	**2012**	**2011**	**2012**	**2011**	**2010**	**2009**
Net income (loss)	(61.9)	$ 291.3	(61.1)	$ 292.1	$ 113.7	$ (56.0)
Change in fair value of common stock warrants (a)	(1.8)	(168.4)	(2.6)	(169.2)	49.6	93.4
Non-cash Goodwill Impairment	47.0		47.0			
Adjusted Net Income	(16.7)	$ 122.9	(16.7)	$ 122.9	$ 163.3	$ 37.4

(a) Represents the non-cash (gains) losses recorded with respect to our previously outstanding common stock purchase warrants described in note 3 to our audited consolidated financial statements included in our Annual Report on Form 10-K incorporated by reference in this prospectus supplement and the accompanying prospectus due to the increase or decrease in the fair value of the warrants in U.S. dollar terms associated with fluctuations in the exchange rate between the Canadian dollar and the U.S. dollar. Because the strike price of the warrants was denominated in Canadian dollars but our reporting currency is U.S. dollars, we are required under guidance issued by the Emerging Issues Task Force to record changes in the fair value of the warrants on our statement of operations. Other than C$0.4 million of consideration paid upon exercise of the warrants, no cash payment was required to settle the warrants. Accordingly, we do not consider gains or losses on the warrants in the evaluation of our financial performance. All outstanding common stock purchase warrants had been exercised or expired as of June 30, 2012.

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A reconciliation of net income (loss) to EBITDA and Adjusted EBITDA is provided below.

(US dollars in millions)	Nine Months Ended September 30, 2012	Nine Months Ended September 30, 2011	Twelve Months Ended September 30, 2012	Year Ended December 31, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
Net income (loss)	$ (61.9)	$ 291.3	$ (61.1)	$ 292.1	$ 113.7	$ (56.0)
Interest and finance fees, net	3.6	2.9	3.8	3.1	(0.6)	(0.3)
Income and mining taxes	(38.9)	21.0	(48.7)	11.2	20.2	2.0
Depreciation, amortization and depletion	48.1	59.5	63.7	75.1	49.9	43.4
EBITDA	(49.1)	374.4	(42.3)	381.5	183.2	(10.9)
Accretion expense (a)	1.6	1.4	2.1	1.9	1.5	1.4
Acquisition costs (b)					12.9	
Stock-based compensation	4.6	5.7	6.7	7.8	7.4	9.2
(Gain) loss on foreign exchange (c)	(20.0)	21.8	(28.7)	13.1	(7.4)	10.9
Non-cash Goodwill Impairment	47.0		47.0			
Change in fair value of common stock warrants (d)	(1.8)	(168.4)	(2.6)	(169.2)	49.6	93.4
Adjusted EBITDA	$ (17.7)	$ 235.2	$ (17.8)	$ 235.1	$ 247.2	$ 104.0

(a) Represents the accretion of the interest related to the asset retirement obligations (reclamation), calculated on a present value basis, that will exist at the end of each mine life based on the mining area disturbed at a given balance sheet date. However, we may incur cash costs at the end of the life of each mine to discharge these asset retirement obligations. See notes 2 and 12 to our audited consolidated financial statements incorporated by reference in this prospectus supplement and the accompanying prospectus.

(b) Represents the costs of the Terrane acquisition. See note 4 to our audited consolidated financial statements incorporated by reference in this prospectus supplement and the accompanying prospectus.

(c) Represents the foreign exchange gains and losses related to cash positions in a currency other than the functional currency of Thompson Creek or one of its subsidiaries, settlements of intercompany notes in a currency other than the functional currency of Thompson Creek or one of its subsidiaries and foreign exchange derivative instruments. These gains and losses vary in each period depending on fluctuations in the exchange rate between U.S. dollars and Canadian dollars, and we have added them back in calculating Adjusted EBITDA because we do not believe they reflect the cash requirements of our ongoing operations.

(d) See the explanation in footnote (a) to the preceding table.

(3)

For the purpose of computing the ratio of earnings to fixed changes, earnings consist of income (loss) before income and mining taxes, as adjusted to include fixed charges. Fixed charges consist of interest expense (including amounts capitalized), amortization of debt issuance costs and that portion of rental expense considered to be a reasonable approximation of interest.

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RISK FACTORS

Any investment in the notes and the guarantees involves a high degree of risk. You should carefully consider the risks described below and under the caption "Risk Factors" on page 3 of the accompanying prospectus together with all of the information contained in or incorporated by reference in this prospectus supplement and the accompanying prospectus, including the risk factors described in the documents incorporated by reference, before deciding whether to purchase the notes. The risks and uncertainties described below and in the incorporated documents are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. If any of those risks actually occurs, our business, financial condition and results of operations would suffer. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Forward-Looking Statements" in this prospectus supplement and the accompanying prospectus.

Risks Related to our Business

Financial risks

Our significant capital expenditures and ongoing operating expenses, coupled with lower revenues from molybdenum sales, may have an adverse effect on our profitability, cash flows and liquidity.

Our growth and our ability to return to generating operating income depends on our ability to manage a number of converging challenges, including:

- our ability to successfully bring Mt. Milligan into production and to finance the estimated capital expenditures necessary to do so, which have increased in the last year from our original estimates;
- our ability to maintain and grow our revenues from sales of molybdenum given the decrease in our average realized sales price from $15.64 per pound in the third quarter of 2011 to $12.85 per pound in the third quarter of 2012; and
- our ability to improve recovery, and consequently increase production and lower production costs, at our Endako mine.

We are currently estimating aggregate cash expenditures of approximately C$1.5 billion to construct and develop Mt. Milligan, of which we have spent approximately C$934.6 million on a cash basis through September 30, 2012, including amounts spent before our acquisition of Terrane. Our estimates of the cash expenditures necessary to construct and develop Mt. Milligan have risen since we acquired Terrane. Prior to our detailed review of the project, Terrane had estimated the expenditures to be C$915 million, and we estimated these expenditures to be C$1.265 billion as of March 31, 2011 following our detailed review. As work has progressed, a number of factors have led us to increase our estimates, including (1) increases in the prices of materials, such as concrete, (2) increases in the costs of labor, as well as the related costs of on-site infrastructure improvements needed to improve our ability to attract qualified labor to the site, (3) the costs of securing lump sum contracts with certain of our contractors and suppliers in order to mitigate the risk of further cost increases and (4) additional costs relating to the tailing facility at Mt. Milligan. Although we believe our estimates are accurate, we cannot predict whether unanticipated costs may arise.

Once we approach the beginning of commercial production at Mt. Milligan, we will have additional expenses and working capital requirements that were not included in preparing our

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estimate for the costs of constructing and developing Mt. Milligan, including expenses for materials and supplies inventory and the ramp-up of production, as well as working capital needs for the ongoing operation of Mt. Milligan. Although we do not anticipate any difficulty in funding these expenses and working capital requirements, these expenses include future costs of supplies and labor that are difficult to predict.

At our Endako Mine, although we have completed our mill expansion project, production and costs during 2012 were negatively impacted by lower-than-anticipated ore grades and recovery at the Endako Mine. We are continuing efforts to improve recovery at the Endako Mine but, as of September 30 2012, the new mill was not meeting its design specifications with respect to recovery of molybdenum. The failure of the new mill to achieve its design specifications or otherwise meet our expectations for its operation could have a material adverse effect on our business, financial condition and result of operations.

Our results of operations also remain highly dependent on the market price of molybdenum, particularly before we have commenced production at Mt. Milligan. The significantly lower prices of molybdenum since the third quarter of 2011 have had a material effect on our revenues, profitability and cash flows. Further declines in molybdenum prices or the failure of prices to rebound from their current levels could adversely affect our results of operations and liquidity. Our results of operations could also be affected by increases in our operating costs. As we have previously reported, due to inflationary pressures on energy and consumables, we are currently tracking to the higher range of our current 2012 average cash cost guidance. If the current inflationary pressures continue, our costs will continue to increase and potentially rise above the current guidance. Any such increase in our cash costs could exacerbate the impact of molybdenum prices on our profitability.

Managing the many factors that affect our revenues, our costs and the construction and development of Mt. Milligan is complex, and many of these factors are not within our control. Unanticipated changes due to one or more of the risks described above could have a material adverse effect on our revenues, profitability, cash flows and liquidity.

A substantial or extended decline in molybdenum prices could adversely affect our earnings and cash flows.

Our business is dependent on the price of molybdenum, and even after Mt. Milligan is in full production our business will continue to be dependent on the price of molybdenum. Molybdenum prices fluctuate widely and are affected by numerous factors beyond our control, including the following:

- the rates of global economic growth (especially construction and infrastructure activity that requires significant amounts of steel);
- the worldwide balance of molybdenum demand and supply;
- the volume of molybdenum produced from primary mines and as a by-product from copper mines;
- molybdenum inventory levels;
- substitution of other materials for molybdenum; and
- the production costs of our competitors.

Because copper mining, which accounts for 40% to 50% of global molybdenum production, is relatively insensitive to molybdenum demand, the supply of available molybdenum also may greatly exceed demand and cause price declines in molybdenum.

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The People's Republic of China has substantial molybdenum resources and production. If China's net trade of molybdenum were to change significantly, it could significantly impact supply of and demand for molybdenum, and, consequently, molybdenum prices.

Any decline in molybdenum price adversely impacts our revenue, net income and cash flow. By way of illustration, for each $1 per pound change in molybdenum prices (using the molybdenum pounds sold from our mines during the twelve months ended September 30, 2012), the impact on our annual pre-tax cash flow on sales from our mines would approximate $18 million.

In addition, a substantial or sustained decline in molybdenum prices could:

- materially reduce our profitability and cause us to reduce output at our operations (including possibly closing one or more of our mines or plants);
- suspend our construction and development of Mt. Milligan and/or other development projects;
- affect our ability to repay our outstanding debt and meet our other financial covenants;
- reduce funds available for exploration projects;
- reduce existing reserves due to economic viability; and
- depress the price of our common stock and our publicly traded debt securities.

Our profitability depends largely on the successful completion of Mt. Milligan.

Our profitability will be substantially impacted by our ability to successfully bring Mt. Milligan into production as an operating mine within our projected time frame and budget. Mt. Milligan is still in the construction and development stage. The successful completion of Mt. Milligan is largely dependent on our ability to: (i) prevent substantial delays; (ii) manage capital expenditures; and (iii) obtain adequate funding necessary to complete the construction and development of the mine.

There are inherent risks involved with the construction and development of all new mining projects. These risks include:

- financing risks;
- budget overruns;
- delays associated with engineering and contractors;
- delays associated with inclement weather;
- the availability and delivery of critical equipment;
- the hiring of key personnel;

successful commissioning and operations;

successfully obtaining all required permits and approvals; and

potential opposition from non-governmental organizations, environmental groups, First Nation communities and other communities that may be located near the mines and projects.

These and other factors may have the effect of delaying the construction and development of Mt. Milligan or increasing the expected capital expenditures for Mt. Milligan.

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Costs associated with capital expenditures have escalated on an industry-wide basis over the last several years, as a result of factors beyond our control (including the prices of oil, steel and other commodities and labor). Currently, the funding for Mt. Milligan is anticipated to come from existing cash reserves, the Gold Stream arrangement, equipment and debt financing, cash flow from operations and the proceeds from this offering. If the actual costs to complete the development of Mt. Milligan are significantly higher than we expect, we may not have enough funds to cover these costs and we may not be able to obtain other sources of financing on favorable terms, or at all. Failure to obtain such financing on a timely basis could cause a delay in the development timeline of Mt. Milligan or prevent us from bringing Mt. Milligan into production at all. If we are not able to successfully construct and develop Mt. Milligan to bring it into production as an operating mine within the anticipated time frame, or at all, our business, results of operations and financial condition may be adversely affected.

We may fail to realize the anticipated benefits of Mt. Milligan, which could have a material adverse effect on our business, financial condition and results of operations.

The economic feasibility of a development project is based on many factors, including the accuracy of estimated reserves, metallurgical recoveries, capital and operating costs and future metals prices. The capital expenditures and time required to develop new mines are considerable, and changes in costs or construction schedules can affect project economics. There is a risk that we paid more than the value we will receive from the Terrane acquisition, including but not limited to the risk that copper and gold prices will significantly decline in the period prior to the completion of Mt. Milligan, that production and life-of-mine estimates for Mt. Milligan will vary materially from actual production and mine-life or that the actual capital expenditures to develop Mt. Milligan will differ materially from our estimates.

The development of Mt. Milligan is dependent on adequate funding to complete the construction and development of the mine; failure to obtain necessary funding could delay or prevent us from successfully completing the start-up of Mt. Milligan.

Because of the effect of lower molybdenum prices, lower-than-anticipated recovery and grade at our Endako Mine, as well as the significant expenditures we undertook during our Endako mill expansion project, we are dependent on financing to provide the funding necessary to construct and develop Mt. Milligan. We have been active in financing transactions in recent years. In October 2010, we entered in to the Gold Stream financing described in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement," and we amended and restated the Gold Stream agreement in December 2011 and August 2012 to increase our financing from Royal Gold, Inc., which also increased Royal Gold's interest in the payable gold to be produced at Mt. Milligan to 52.25%. Our amended and restated Gold Stream arrangement provides for Royal Gold to make remaining quarterly deposit payments to us in the aggregate amount of $206.9 million at a varying rate, completing in the third quarter of calendar year 2013. Royal Gold's obligation to make quarterly deposit payments is subject to the satisfaction of certain conditions included in the amended and restated Gold Stream arrangement (including that the aggregate amount of historical deposit payments made by Royal Gold plus the applicable quarterly deposit payment is less than the aggregate costs of developing Mt. Milligan incurred or accrued by us as of the date of the applicable quarterly deposit payment). In the event Royal Gold is unable to or does not make such payments, our liquidity and ability to successfully complete the start-up of Mt. Milligan could be impaired. In March 2011, we entered into an equipment financing facility with Caterpillar Financial Services Limited that is described in "Description of Other Indebtedness and Deferred Revenue Caterpillar Equipment Financing." In May 2011,

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we issued $350.0 million in senior unsecured notes due 2018, and in May 2012, we issued $200.0 million in senior unsecured notes due 2019 and $220.0 million stated amount of Tangible Equity Units, or tMEDS, to provide additional capital to fund our Mt. Milligan project. Even if we successfully complete the offering, we may need additional financing in the future to complete the construction and development of Mt. Milligan and for other expenditures.

Failure to obtain any such financing on a timely basis could cause a delay in the development timeline of Mt. Milligan or cause us to forfeit our interest in certain properties, miss certain acquisition opportunities, delay or indefinitely postpone further exploration and development of our projects with the possible loss of such properties or reduce or terminate our operations. There can be no assurance that additional debt or equity financing will be available on terms acceptable to us to meet these requirements or be available on favorable terms, if at all. If we are unable to generate sufficient cash flow or otherwise obtain funds necessary to make required payments on our debt obligations, we would default under the terms of the applicable financing documents. Any such default would likely result in an acceleration of the repayment obligations to the applicable lenders as well as potential cross-defaults to our other lenders. Even if we are able to meet our debt service obligations, the amount of debt we undertake could adversely affect us in a number of ways, including by limiting our ability to obtain any necessary financing in the future for working capital, capital expenditures, debt service requirements or other purposes, limiting our flexibility in planning for, or reacting to, changes in our business, or placing us at a competitive disadvantage relative to our competitors who have lower levels of debt. Our debt agreements, including under the indenture that governs our outstanding 7.375% Senior Notes due 2018, the indenture that governs our outstanding 12.5% Senior Notes due 2019 and the indenture that will govern the notes, will limit our ability to obtain additional financing.

Forward sales and royalty arrangements can result in limiting our ability to take advantage of increased metal prices while increasing our exposure to lower metal prices.

Pursuant to the Gold Stream arrangement (see "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement"), Royal Gold (as defined in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement") increased its investment in Mt. Milligan in August 2012 to $781.5 million and agreed to purchase a total of 52.25% of the payable ounces of gold produced from Mt. Milligan at a cash purchase price equal to the lesser of $435 per ounce or the prevailing market price for each payable ounce of gold (regardless of the number of payable ounces delivered to Royal Gold). Gold stream arrangements, such as this one, provide us with the capital necessary to finance the construction of Mt. Milligan and may be necessary to finance future projects as well. The impact of this type of transaction, however, could limit our ability to realize the full benefit of rising metals prices in the future.

We may enter into provisionally priced sales contracts which could have a negative impact on our revenues if molybdenum prices decline.

From time to time, we enter into provisionally-priced sales contracts, whereby the contracts settle at prices to be determined at a future date. The future pricing mechanism of these agreements constitutes an embedded derivative, which is bifurcated and separately marked to estimated fair value at the end of each period. Changes to the fair value of embedded derivatives related to molybdenum sales agreements are included in molybdenum sales revenue in the determination of net income. To the extent final prices are higher or lower than what was recorded on a provisional basis, an increase or decrease to molybdenum sales, respectively, is recorded each reporting period until the date of final pricing.

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Accordingly, in times of rising molybdenum prices, our molybdenum revenues benefit from higher prices received for contracts priced at current market rates and also from an increase related to the final pricing of provisionally priced sales pursuant to contracts entered into in prior years; in times of falling molybdenum prices, the opposite occurs.

Our operations are subject to currency fluctuations, which could adversely affect our results of operations and financial condition.

Exchange rate fluctuations may affect the costs that we incur in our operations. Our costs for the Endako Mine and Mt. Milligan are incurred principally in Canadian dollars. However, our future revenue is tied to market prices for molybdenum, copper and gold, which are denominated in U.S. dollars. The appreciation of the Canadian dollar against the U.S. dollar can increase the cost of our production and capital expenditures in U.S. dollars, and our results of operations and financial condition could be materially adversely affected. Although we may use hedging strategies to limit our exposure to currency fluctuations, there can be no assurance that such hedging strategies will be successful or that they will mitigate the risk of such fluctuations.

Mine closure and remediation costs for environmental liabilities may exceed the provisions we have made and our inability to provide reclamation bonding or maintain insurance could adversely affect our operating results and financial condition.

We are required by U.S. federal and state laws and Canadian federal and provincial laws to provide financial assurance sufficient to allow a third party to implement approved closure and reclamation plans if we are unable to do so. These laws are complex and vary from jurisdiction to jurisdiction. The laws govern the determination of the scope and cost of the closure and reclamation obligations and the amount and forms of financial assurance. The amount and nature of the financial assurances are dependent upon a number of factors, including our financial condition and reclamation cost estimates.

As of December 31, 2011, we had provided the appropriate regulatory authorities in the United States and Canada with $36.6 million in reclamation financial assurance for mine closure obligations in the various jurisdictions in which we operate, of which about $6 million was required to be in the form of letters of credit and surety bonds. As our operations expand, our reclamation obligations and the financial assurances that we are required to provide may increase accordingly. In February 2012, our reclamation costs at the TC Mine increased by $17 million to $42 million, and in March 2012, our reclamation costs at the Endako Mine increased from C$6.62 million to C$15.3 million. We expect that we will be required to increase our financial assurance amounts at Mt. Milligan by approximately $15 million before the end of 2012 as well. Changes to these amounts, as well as the nature of the collateral to be provided, could significantly increase our costs, making the maintenance and development of existing and new mines less economically feasible. To the extent that the value of the collateral provided to the regulatory authorities is or becomes insufficient to cover the amount of financial assurance we are required to post, we would be required to replace or supplement the existing security with more expensive forms of security, which might include cash deposits, which would reduce our cash available for operations and financing activities.

There can be no assurance that we will be able to maintain or add to our current level of financial assurance. Failure to provide regulatory authorities with the required financial assurances could potentially result in the closure of one or more of our operations, which could result in a material adverse effect on our operating results and financial condition.

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We are required, from time to time, to post financial assurances, and there can be no assurance that we will continue to be able to obtain financial assurances on acceptable terms.

In addition to our reclamation bonding obligations, we will from time to time be required to post other financial assurance in the normal course of conducting our daily activities. This financial assurance can take several forms, including but not limited to letters of credit, performance bonds, deposits into escrow accounts for the benefit of the counterparty or the posting of cash collateral directly with the counterparty. In each case, the form of financial assurance to be provided is dictated by several factors including expected length of time the financial assurance obligation is expected to remain outstanding, the amount of the obligation, the cost to us of providing the various forms of financial assurance and the creditworthiness of the counterparty. Our ability to obtain certain forms of financial assurance going forward will be impacted by our future financial performance, changes to our credit rating and other factors that may be beyond our control. There can be no assurance that we will be able to obtain certain forms of financial assurance going forward or that we will be able to post cash collateral in lieu of being able to secure one of these other forms of financial assurance.

We may be unable to maintain compliance with the financial covenants under the Caterpillar equipment financing facility, which could have a material adverse effect on our business and financial condition.

The Caterpillar equipment financing facility requires us to maintain compliance with financial covenants through completion of the Mt. Milligan project. Specifically, we (1) may not exceed a Consolidated Leverage Ratio (as defined in our revolving credit agreement) of 3.00:1.00 for any period of four quarters beginning with the period ending March 31, 2014 and (2) must maintain a Consolidated Interest Coverage Ratio (as defined in our revolving credit agreement) of 3.00:1.00 for any period of four fiscal quarters beginning with the period ending March 31, 2014. We have entered into an amendment to the Caterpillar equipment financing facility removing these financial covenants upon the termination of our revolving credit facility and our delivery of a surety bond, as described in "Description of Other Indebtedness and Deferred Revenue Caterpillar Equipment Financing Facility." If we do not satisfy these conditions, these restrictions will be particularly burdensome through 2012 and 2013 when our capital expenditures for the Mt. Milligan project will be high and our cash flow from operations will not yet benefit from production at Mt. Milligan. While we were in compliance with both covenants at September 30, 2012, our ability to maintain compliance with our financial covenants is depends on our future operating performance which may be impacted by events beyond our control.

In the event that we breach these financial covenants, the lender under the Caterpillar equipment financing facility could (1) terminate the lease by us of equipment purchased by the lender and leased to us pursuant to the facility, (2) terminate the lender's obligation to purchase additional equipment and lease such equipment to us pursuant to the terms of the facility, (3) accelerate the payment of all lease payments unpaid under the facility, together with default interest, (4) accelerate the payment of the balance of the purchase price for equipment which would have been due and payable from the date of termination and (5) foreclose on the equipment purchased and leased under the facility and apply the proceeds from the sale of such equipment to any shortfall in the payment by us of amounts due to the lender under the facility. If we were to default under the Caterpillar equipment financing facility, we may not have sufficient assets to repay such indebtedness upon a default or have access to sufficient alternative sources of funds. If we are unable to repay the indebtedness, the lender could initiate a bankruptcy proceeding against us or collection

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proceedings with respect to the assets, including the equipment purchased by the lender and leased to us under the Caterpillar equipment financing facility, which secures our indebtedness under such facility.

A default under the Caterpillar equipment financing facility would trigger cross defaults to the indentures governing our senior unsecured notes and could also trigger cross defaults to our agreement with Royal Gold and other material agreements. In the event of a default under the indentures governing our 7.375% Senior Notes due 2018 and 12.5% Senior Notes due 2019, the trustee or holders of at least 25% in principal of the outstanding 7.375% Senior Notes due 2018 or 12.5% Senior Notes due 2019, as applicable, may declare the principal, premium, if any, and accrued and unpaid interest on the notes to be immediately due and payable. In the event of a default under our agreement with Royal Gold, Royal Gold could require us to repay the amounts Royal Gold has invested in the Mt. Milligan project, which amounts totaled $574.6 million as of September 30, 2012. Our inability to maintain compliance with our financial covenants could have a material adverse effect on our business and financial condition, potentially resulting in our insolvency.

We may fail to realize the anticipated benefits of the Endako mill expansion, which could have a material adverse effect on our financial condition.

In March 2012, we completed a mill expansion project at our Endako Mine. The Endako mill expansion project included the construction of a new mill facility, replacing the previous mill facility constructed in the 1960s. As of September 30, 2012, the new mill was not meeting its design specifications with respect to recovery of molybdenum. The economic feasibility of any project is based on many factors, including metallurgical recoveries, capital and operating costs and future metals prices. There is a risk that we paid more than the value we will receive from the mill expansion or that production and recovery estimates for the new mill will vary materially from actual production and recovery. The failure of the new mill to achieve its design specifications or to otherwise meet our expectations for its operation could have a material adverse effect on our business, financial condition and results of operations.

Our revised operating plan for our Endako Mine may not achieve its intended results, which could have a material adverse effect on our financial condition.

In July 2012, in an effort to achieve cost savings, we implemented a revised operating plan at our Endako Mine. Pursuant to this revised operating plan, we temporarily laid-off or terminated a number of employees, ceased mining new material, and began exclusively milling material stockpiled at our Endako Mine site. If this stockpiled material does not meet the ore grades that we expect it to, or if it has weathered or otherwise suffered deleterious effects that would impact recovery of molybdenum or our ability to meet customer product specifications, our ability to produce and sell product would be negatively impacted, which could have a material adverse effect on our business, financial condition and results of operations. In addition, if our revised operating plan is not successful, we could be required to spend significant time and expense developing and implementing an alternative operating plan, which could have a material adverse effect on our business, financial condition and results of operations.

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Operational Risks

We are relying substantially on contractors with respect to the construction of Mt. Milligan.

A significant portion of the construction of Mt. Milligan is being conducted in whole or in part by contractors which creates a number of risks, some of which are outside our control, including:

- our ability to negotiate agreements with contractors on acceptable terms;
- our ability to replace a contractor and its operating equipment in the event that either party terminates the agreement;
- our reduced control over those aspects of the construction which are the responsibility of the contractor;
- the potential failure of a contractor to perform under its agreement;
- the potential interruption of work or increased costs in the event that a contractor ceases its business due to insolvency or other unforeseen events;
- the potential failure of a contractor to comply with applicable legal and regulatory requirements, to the extent it is responsible for such compliance; and
- the potential problems of a contractor with managing its workforce, labor unrest or other employment issues.

In addition, we may incur liability to third parties as a result of the actions of our contractors. The occurrence of one or more of these risks could adversely affect our ability to successfully construct and develop Mt. Milligan which could have an adverse impact on our results of operations and financial position.

Future growth depends on our ability to bring new mines into production and to expand mineral reserves at existing mines.

Our ability to replenish our reserves is important to our long-term viability. Depleted reserves can be replaced in several ways, including by expanding known ore bodies, by locating new deposits, or by acquiring new reserves from third parties. Exploration projects involve many risks, require substantial expenditures, and may not result in the discovery of sufficient additional mineral deposits that can be mined profitably. Once a site with mineralization is discovered, it may take several years from the initial phases of drilling until production is possible, during which time the economic feasibility of production may change. Substantial expenditures are required to establish recoverable proven and probable reserves, to receive regulatory approvals and permits and to construct mining and processing facilities. As a result, there is no assurance that current or future exploration programs, such as the Berg property or the Davidson property, and additional drilling at our existing operating mines, will be successful.

We intend to grow our business by acquiring quality mining assets. However, our capital available for new exploration projects and acquisitions is likely to be constrained in the short term due to the development of Mt. Milligan. In addition, there can be no assurance that suitable acquisition opportunities will be identified or, if identified, that acquisitions will be consummated on favorable terms or at all. Our ability to identify, consummate and to integrate effectively any future acquisitions on terms that are favorable to us may be limited by the number of attractive acquisition targets, internal demands on our resources, competition from other mining companies and, to the extent necessary, our ability to obtain financing on satisfactory terms, or at all.

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In addition, we compete for attractive acquisition targets with other potential buyers that have more financial and other resources than us. There is a risk that depletion of reserves will not be offset by discoveries or acquisitions. As a result, we cannot provide assurance that our exploration, development or acquisition efforts will result in any new commercial mining operations or yield new mineral reserves to replace or expand current mineral reserves. If we are not able to replace depleted reserves, it could have a material adverse effect on our business, prospects, results of operations and financial position.

Estimates of mineral reserves and projected cash flows may prove to be inaccurate, which could negatively impact our results of operations and financial condition.

There are numerous uncertainties inherent in estimating mineral reserves and the future cash flows that might be derived from their production. Accordingly, the figures for mineral reserves and future cash flows contained in this prospectus supplement and the accompanying prospectus or incorporated herein by reference are estimates only. In respect of mineral reserve estimates, no assurance can be given that the anticipated tonnages and grades will be achieved, that the indicated level of recovery will be realized, or that mineral reserves can be mined or processed profitably. The ore grade actually recovered may differ from the estimated grades of the mineral reserves and mineral resources.

In addition, actual future cash flows may differ materially from estimates. Estimates of mineral reserves, and future cash flows to be derived from the production of such mineral reserves, necessarily depend upon a number of variable factors and assumptions, including, among others, geological and mining conditions that may not be fully identified by available exploration data or that may differ from experience in current operations, historical production from the area compared with production from other producing areas, the assumed effects of regulation by governmental agencies and assumptions concerning metal prices, exchange rates, interest rates, inflation, operating costs, development and maintenance costs, reclamation costs, and the availability and cost of labor, equipment, raw materials and other services required to mine and refine the ore. Market price fluctuations of molybdenum, copper and gold, as well as increased production costs or reduced recovery rates, may render mineral reserves containing relatively lower grades of mineralization uneconomical to recover and may ultimately result in a restatement of mineral resources. In addition, there can be no assurance that mineral recoveries in small scale laboratory tests will be duplicated in larger scale tests under on-site conditions or during production.

For these reasons, estimates of our mineral reserves contained in this prospectus supplement and the accompanying prospectus or incorporated herein by reference, including classifications thereof based on probability of recovery, and any estimates of future cash flows expected from the production of those mineral reserves, prepared by different engineers or by the same engineers at different times may vary substantially. The actual volume and grade of mineral reserves mined and processed, and the actual cash flows derived from that production, may not be as currently anticipated in such estimates. If our actual mineral reserves or cash flows are less than our estimates, our results of operations and financial condition may be materially impaired.

Title to some of our mineral properties may be challenged or defective. Any impairment or defect in title could have a negative impact on our results of operations and financial condition.

The acquisition of title to mineral properties is a very detailed and time-consuming process. There is no guarantee that title to any of our properties will not be challenged or impaired. Third parties may have valid claims underlying portions of our interests, including

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prior unregistered liens, agreements, transfers or claims, including aboriginal land claims, and title may be affected by, among other things, undetected defects. As a result, we may be constrained in our ability to operate our properties or unable to enforce our rights with respect to our properties. An impairment to, or defect in, title to our properties could have a material adverse effect on our business, financial condition or results of operations.

Some of our properties are located near First Nations communities who may oppose the development of these properties.

The Endako Mine, Mt. Milligan, the Berg property, the Davidson property and certain of our other properties are located near First Nations communities, and the exploration and development of these properties may be subject to land claims and opposition by First Nations communities. In addition, we may be required to enter into certain agreements with such First Nations in order to develop our properties, which could reduce the expected earnings or income from any future production.

In particular, in May 2010, the Stellat'en First Nation filed a petition in the Supreme Court of British Columbia against the British Columbia Minister of Energy, Mines and Petroleum Resources and us alleging that the Endako Mine and the recently completed mill expansion project at the Endako Mine represent infringements of the aboriginal title of the petitioners and impacts to their aboriginal rights, and that the government breached its duty by failing to consult with the Stellat'en First Nation in relation to the impact that the Endako Mine and the mill expansion may have on such petitioners and their aboriginal title. On August 5, 2011, the Supreme Court of British Columbia dismissed the petitioners' claims in full. On August 17, 2011, the Stellat'en First Nation filed a notice of appeal, which the Stellat'en First Nation, the British Columbia Minister of Energy, Mines and Petroleum Resources and the Company agreed to put into abeyance to allow for discussions between the Stellat'en First Nation and the government. If these discussions do not result in a resolution of the matter, the hearing of the appeal is scheduled to proceed on November 26, 27 and 28, 2012. On April 5, 2012, the Stellat'en First Nation filed a new petition in the Supreme Court of British Columbia against the British Columbia Minister of Energy, Mine and Petroleum Resources and the Company making similar allegations to those discussed above. On April 13, 2012, the parties likewise agreed to put this matter into abeyance. As the appeal and new petition continue to be in abeyance, there can be no assurance that the same will be resolved in our favor. If the Stellat'en appeal or new petition is successful, permits and amendments to permits may be delayed or declared invalid, which may have a material adverse effect on the future operating plans for the Endako Mine.

See Part I, Item 3, Legal Proceedings of our Annual Report on Form 10-K and Part II, Item 1, Legal Proceedings of our Quarterly Report on Form 10-Q, incorporated by reference in this prospectus supplement and the accompanying prospectus, for further details on these proceedings.

Our business is subject to production and operational risks that could adversely affect our business and our insurance may not cover these risks and hazards adequately or at all.

Mining and metals processing involve significant production and operational risks outside of our control, including the following:

- unanticipated ground and water conditions;
- adverse claims to water rights and shortages of water to which we have rights;
- adjacent or adverse land or mineral ownership that results in constraints on current or future mine operations;

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geological problems, including earthquakes and other natural disasters;

metallurgical and other processing problems;

unusual or unexpected rock formations;

ground or slope failures;

structural cave-ins or slides;

flooding or fires;

rock bursts;

equipment failures;

periodic interruptions due to inclement or hazardous weather conditions or operating conditions and other force majeure events;

lower than expected ore grades or recovery rates;

accidents;

delays in the receipt of or failure to receive necessary government permits;

the results of litigation, including appeals of agency decisions;

delays in transportation;

interruption of energy supply;

labor disputes;

inability to obtain satisfactory insurance coverage;

the availability of drilling and related equipment in the area where mining operations will be conducted; and

the failure of equipment or processes to operate in accordance with specifications or expectations.

These risks could result in damage to, or destruction of, our mines, and our roasting and processing facilities, resulting in partial or complete shutdowns, personal injury or death, environmental or other damage to our properties or the properties of others, delays in mining, reduced production, monetary losses and potential legal liability. Milling operations are subject to hazards, such as equipment failure or failure of retaining dams around tailings disposal areas that may result in personal injury or death, environmental pollution and consequential liabilities.

Our insurance will not cover all the potential risks associated with our operations. In addition, although certain risks are insurable, we may be unable to maintain insurance to cover these risks at economically feasible premiums. Moreover, insurance against risks such as environmental pollution or other hazards as a result of exploration and production is not generally available to us or to other companies in the mining industry on acceptable terms. We might also become subject to liability for pollution or other hazards that may not be insured against or that we may elect not to insure against because of premium costs or other reasons. Losses from these events may cause us to incur significant costs that could have a material adverse effect upon our business. Furthermore, should we be unable to fund fully the cost of remedying an environmental problem, we might be required to suspend operations or enter into interim compliance measures pending completion of the required remedy.

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Shortages of critical parts, equipment and skilled labor may adversely affect our operations and development projects.

The mining industry has been impacted by increased demand for critical resources such as input commodities, drilling equipment, tires and skilled labor. These shortages have, at times, impacted the efficiency of our operations and resulted in cost increases and delays at the Endako Mine and the construction of Mt. Milligan. Such cost increases and delays affect operating costs, capital expenditures and production and construction schedules.

The temporary shutdown of any of our operations could expose us to significant costs and adversely affect our access to skilled labor.

From time to time, we may have to temporarily shut down one or more of our mines or our Langeloth Facility if they are no longer considered commercially viable. There are a number of factors that may cause our operations to be no longer commercially viable, many of which are beyond our control. These factors include adverse changes in interest rates or currency exchange rates, decreases in the price of molybdenum or the market rates for treatment and refining charges, increases in concentrate transportation costs and increases in labor costs. In addition, we must periodically shut down equipment at our Langeloth Facility temporarily for routine maintenance. During such temporary shutdowns, we will have to continue to expend capital to maintain the plant and equipment. We may also incur significant labor costs as a result of a temporary shutdown if we are required to give employees notice prior to any layoff or to pay severance for any extended layoff. Furthermore, temporary shutdowns may adversely affect our future access to skilled labor, as employees who are laid off may seek employment elsewhere.

In addition, if our operations are shut down for an extended period of time, we may be required to engage in environmental remediation of the plant sites or accelerated reclamation of our mines, which would require us to incur additional costs. The costs of ramping up production at one of our operations following a temporary shutdown could be significant. Given the costs involved in a temporary shutdown of our operations, we may instead choose to continue to operate those operations at a loss. Such a decision could have a material adverse effect on our results of operations and financial condition.

Increased operating costs could affect our profitability.

Costs at any particular mining location are subject to variation due to a number of factors, such as changing ore grade, changing metallurgy and revisions to mine plans in response to the physical shape and location of the ore body. In addition, costs at our mines and at our Langeloth Facility are affected by the price of input commodities, such as fuel, electricity, labor, chemical reagents, explosives, steel and concrete. Commodity costs are, at times, subject to volatile price movements, including increases that could make production at certain operations less profitable and changes in laws and regulations affecting their price, use and transport. Reported costs may also be affected by changes in accounting standards. A material increase in costs at any significant location could have a significant effect on our profitability and operating cash flow.

We are subject to substantial government regulation. Changes to regulation or more stringent implementation could have a material adverse effect on our results of operations and financial condition.

Our mining, processing, development and mineral exploration activities are subject to various laws governing prospecting, development, production, taxes, labor standards and

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occupational health, mine safety, toxic substances and other matters. Mining and exploration activities are also subject to various laws and regulations relating to the protection of the environment. No assurance can be given that we will remain in compliance with applicable regulations or that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner that could limit or curtail production or development of our properties. Amendments to current laws and regulations governing our operations and activities or more stringent implementation thereof could have a material adverse effect on our business, financial condition and results of operations. The TC Mine includes a substantial number of unpatented claims that would be part of the real property constituting collateral for the notes. The majority of TC Mine's operations are conducted on patented claims, with the unpatented claims being utilized for some auxiliary facilities and buffer for the mine. Some or all of these claims could be shown to be invalid in the event there are changes in US mining law that apply to Thompson Creek's use of the unpatented mining claims, which could seriously affect the value of these claims.

Over the course of the last several years, significant new corporate governance and disclosure regulations and requirements have been adopted by U.S. federal and state and Canadian federal and provincial governments as well as the Toronto Stock Exchange ("TSX") and New York Stock Exchange ("NYSE"), on which our common stock is listed. We are required to expend significant resources to monitor and implement these new rules and regulations. These additional compliance costs and related diversion of the attention of management and key personnel could have a material adverse effect on our business, financial condition and results of operations.

We are required to obtain government permits in order to conduct operations.

Government approvals and permits are currently required in connection with all of our operations, and further approvals and permits may be required in the future. We must obtain and maintain a variety of licenses and permits, including air quality control, water quality, water rights, dam safety, electrical, transportation and municipal licenses. The duration and success of our efforts to obtain permits are contingent upon many variables outside of our control. Obtaining governmental permits may increase costs and cause delays depending on the nature of the activity to be permitted and the interpretation of applicable requirements implemented by the permitting authority. There can be no assurance that all necessary permits will be obtained and, if obtained, that the costs involved will not exceed our estimates or that we will be able to maintain such permits. To the extent such approvals are required and not obtained or maintained, our operations may be curtailed, or we may be prohibited from proceeding with planned exploration, development or operation of mineral properties.

Our Langeloth Facility is currently operating with a National Pollutants Discharge Elimination System ("NPDES") permit and Title V air quality permit, the terms of which have expired. However, the Langeloth Facility is authorized to continue to operate under its existing permits until renewed permits are issued. In March 2011, the Pennsylvania Department of Environmental Protection ("PaDEP") submitted to us a draft of a new air quality permit for the Langeloth Facility. We requested revisions to such draft permit, which are currently under review by PaDEP. If a new air quality or NPDES permit is not issued or, if issued and final, contains more onerous requirements with which we must comply, we might be required to install costly new pollution control equipment or to curtail or cease our operations, and our business may be adversely affected. Violations of the existing, or new, air quality or NPDES permit conditions at the Langeloth Facility could result in a range of criminal and civil penalties under the federal Clean Water Act and Clean Air Act or the Pennsylvania Clean Streams Law or Air Pollution Control Act.

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Our TC Mine is also currently operating with an expired NPDES permit. The TC Mine is authorized by federal regulation to continue to operate under its existing permit until the renewed permit is issued. If a renewed NPDES permit is not issued or, if issued and final, contains more onerous requirements with which we must comply, we might be required to install costly new pollution control equipment or to curtail or cease our operations, and our business may be adversely affected. Violations of the existing, or any new, NPDES permit conditions at the TC Mine could result in a range of criminal and civil penalties under the federal Clean Water Act.

In order to operate the mine at Mt. Milligan, we will require an authorization from Fisheries and Oceans Canada in Canada allowing us to release tailings into Mt. Milligan's new tailings dam. We have applied for this permit, but it has not yet been obtained. There can be no assurance that this permit will be obtained on acceptable terms or at all.

Obtaining and maintaining the various permits for our mine development operations and exploration projects, including the Berg property and the Davidson property, will be complex, time-consuming and expensive. Changes in a mine's design, production rates, quality of material mined and many other matters often require submission of the proposed changes for agency approval prior to implementation, and these may not be obtained. In addition, changes in operating conditions beyond our control, changes in agency policy and federal and state laws, litigation initiated by First Nations and/or other parties or community opposition could further affect the successful permitting of operations.

Major network failures could have an adverse effect on our business.

Major equipment failures, natural disasters including severe weather, terrorist acts, acts of war, cyber attacks or other breaches of network systems or security that affect computer systems within our network could disrupt our business functions, including our production activities. Our mines and mills are automated and networked such that a cyber incident involving our information systems and related infrastructure could negatively impact our operations. A corruption of our financial or operational data or an operational disruption of our production infrastructure could, among other potential impacts, result in: (i) loss of production or accidental discharge; (ii) expensive remediation efforts; (iii) distraction of management; (iv) damage to our reputation or our relationship with customers; or (v) events of noncompliance, which events could lead to regulatory fines or penalties. Any of the foregoing could have a material adverse effect on our business, results of operations and financial condition.

Our mining production depends on the availability of sufficient water supplies.

Our operations require significant quantities of water for mining, ore processing and related support facilities. Continuous production at our mines depends on our ability to maintain our water rights and claims. Although each operation has sufficient water rights and claims to cover current operational demands, we cannot predict the potential outcome of pending or future legal proceedings on our water rights, claims and uses. The failure to obtain needed water permits, the loss of some or all water rights for any of our mines, in whole or in part, or shortages of water to which we have rights could require us to curtail or close mining production and could prevent us from pursuing expansion opportunities.

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We own certain assets through joint ventures, and any disagreement or failure of partners to meet obligations could have a material adverse effect on our results of operations and financial condition.

The Endako Mine is operated as a joint venture (the "Endako Mine Joint Venture") between Thompson Creek Mining Ltd., one of our subsidiaries, which holds a 75% interest, and Sojitz Moly Resources, Inc. (formerly named Nissho Iwai Moly Resources, Inc. (Canada) ("Sojitz")), which holds the remaining 25% interest. As a result of the Endako Mine Joint Venture, our interest in the Endako Mine is subject to the risks normally associated with the conduct of joint ventures. While we are the operator of the Endako Mine, Sojitz has certain consent and veto rights pursuant to the Endako Mine Joint Venture. Any disagreement between us and Sojitz or Sojitz's failure to meet its obligations to the joint venture could have a material adverse impact on our profitability or the viability of our interests held through joint ventures, which could have a material adverse impact on our future cash flows, earnings, results of operations and financial condition.

Intense competition could reduce our market share or harm our financial performance.

The mining industry is intensely competitive, and we compete with many companies that have more financial and technical resources. Since mines have a limited life, we must compete with others who seek mineral reserves through the acquisition of new properties. In addition, we also compete for the technical expertise needed to find, develop, and operate such properties, the labor to operate the properties, and the capital for the purpose of funding such properties. Many competitors not only explore for and mine metals, but conduct refining and marketing operations on a global basis. Such competition may result in our being unable to acquire desired properties, to recruit or retain qualified employees or to acquire the capital necessary to fund our operations and develop our properties. We also compete with manufacturers of substitute materials or products for which molybdenum is typically used.

Existing or future competition in the mining industry could materially adversely affect our prospects for mineral exploration and success in the future. In addition, some of our competitors may have an advantageous market position and have greater financial and other resources and may, therefore, be able to better withstand poor and volatile market conditions, obtain financing on better terms and attract better or more qualified employees, any of which may have an adverse impact on our business, financial condition and results of operations.

We are dependent upon key management personnel and executives.

We are dependent upon a number of key management personnel. Our ability to manage our exploration, development and operating activities, and hence our success, depend in large part on the efforts of these individuals. We face intense competition for qualified personnel, and there can be no assurance that we will be able to attract and retain such personnel. We do not maintain "key person" life insurance. Accordingly, the loss of the services of one or more of such key management personnel could have a material adverse effect on our business.

From time to time, some of our directors and officers may be involved with other natural resource companies.

Certain of our directors and officers also serve or may in the future serve as directors and/or officers of other companies involved in natural resource exploration and development, and consequently there exists the possibility for such directors and officers to be in a position

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of conflict. As a result of any such conflict, we may miss the opportunity to participate in certain transactions, which may have a material adverse effect on our business.

Our business depends on good relations with our employees.

Production at our operations depends on the efforts of our employees. On April 1, 2011, we entered into a collective bargaining agreement with the union representing certain hourly workers at the Endako Mine. The Langeloth Facility also has certain unionized employees. The union agreements for the Endako Mine and the Langeloth Facility both expire in March 2013. Although our unionized employees have agreed to "no-strike" clauses in their respective union agreements, there can be no assurance that the Endako Mine and the Langeloth Facility will not suffer from work stoppages. A strike, lockout or other work stoppage at one or both of these operations could have a material adverse effect on our business, results of operations and financial condition. There can be no assurance that one or both union agreements will be renewed on a timely basis and on terms favorable to us. Further, changes in governmental regulations relating to labor relations, or otherwise in our relationship with our employees, including our unionized employees, may result in strikes, lockouts or other work stoppages, any of which could have a material adverse effect on our business, results of operations and financial condition.

Environmental risks

We must comply with comprehensive environmental statutes, regulations and other governmental controls, and we face significant environmental risks.

All phases of our operations are subject to environmental regulation. In Canada and the United States, environmental laws provide for, among other things, restrictions and prohibitions on spills, releases, emissions and discharges of various substances produced in association with, or resulting from, our operations. These laws also require that facility sites and mines be operated, maintained, abandoned and reclaimed to the satisfaction of applicable regulatory authorities. Compliance with such laws, including without limitation, detailed monitoring and reporting requirements, can require significant expenditures, and an exceedance of a permit limitation or failure to comply with a permit requirement, may result in the imposition of fines and penalties, some of which may be material. Companies engaged in the exploration, development and operation of mineral properties generally experience increased costs and delays as a result of the need to comply with applicable laws, regulations and permits.

For example, a proposed expansion of our TC Mine and land exchange, which would entail an approximate 10 year extension of the mine life and an expansion of some facilities, with additional permitted surface disturbance on approximately 198 acres of U.S. Bureau of Land Management ("BLM") administered land, 154 acres of National Forest System land, and approximately 94 acres of private land owned by us, is subject to environmental analysis and preparation of an environmental impact statement ("EIS") pursuant to the federal National Environmental Policy Act ("NEPA"). The BLM is the lead agency for preparation of the EIS and other federal and state agencies are cooperating agencies. If and when completed, the EIS would be the basis for Records of Decision (RODs) by both the BLM and the United States Forest Service to approve our proposed Modified Mine Plan of Operations, by the BLM to approve a land exchange (including a related amendment of the Resource Management Plan for the BLM's Challis Resource Area) and by the U.S. Army Corps of Engineers to approve issuance of a permit under section 404 of the Clean Water Act. There is no assurance that the EIS will be completed, or that the RODs will be issued, or that these documents will be completed or issued on terms and conditions acceptable to us. The agencies' preferred

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alternatives in the EIS may include terms and conditions that impose regulatory or reclamation requirements that will materially increase our costs during operations and closure of the TC Mine. Moreover, litigation may be filed challenging the NEPA process for the mine expansion or the land exchange, or the result thereof, which could materially increase our costs, or prevent or delay our ability to implement the expansion or the land exchange.

Environmental regulation is evolving in a manner that may require stricter standards and enforcement, increased fines and penalties for noncompliance, more stringent environmental assessments of proposed projects, and a heightened degree of training and responsibility for companies and their officers, directors and employees. Existing or future environmental regulation could have a material adverse effect on our business, financial condition and results of operations. We own or have owned, manage or have been in care or control of properties that may result in a requirement to remediate such properties that could involve material costs. In addition, environmental hazards may exist on the properties on which we hold interests that are unknown to us at present and that have been caused by previous or existing owners or operators of the properties. We may also acquire properties with environmental risks, and the indemnification proceeds we receive from the entity we acquire such properties from, if any, may not be adequate to pay all the fines, penalties and costs (including costs of remediation or removal and related response costs) incurred at or related to such properties.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions, including compliance and other orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, operation or administration costs, or other remedial actions. Parties engaged in mining operations, including us, may be required to compensate those suffering loss or damage to person or property by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations. Amendments to current laws, regulations and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on us and cause increases in exploration expenses, remedial and reclamation obligations, capital expenditures or production costs, reduction in levels of production at producing properties, or abandonment of or delays in development of new mining properties.

Regulation of greenhouse gas emissions effects and climate change issues may adversely affect our operations and markets.

Global climate change continues to attract considerable public, scientific and regulatory attention, and greenhouse gas emission regulation is becoming more stringent. As energy, including energy produced from the combustion of carbon-based fuels, is a significant input to our mining and processing operations, we must also comply with emerging climate change regulatory requirements, including programs to reduce greenhouse gas emissions. Our principal energy sources are electricity, purchased petroleum products and natural gas. In addition, our processing facilities and mobile mining equipment emit carbon dioxide.

On July 1, 2008, the Province of British Columbia introduced a carbon tax on the purchase or use of fossil fuels within the province. As of July 1, 2010, the carbon tax rate is equal to $20 per tonne of carbon dioxide equivalent emissions, increasing by $5 per tonne each year for the next two years to $30 per tonne in 2012. Our Endako Mine and Mt. Milligan are located in British Columbia, and the carbon tax may have a material impact on our energy and compliance costs.

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British Columbia is also a partner in the Western Climate Initiative ("WCI"), a collaboration among various Canadian provinces and U.S. states that seeks to reduce overall greenhouse gas emissions through a regional cap-and-trade program. The program has not commenced trading and British Columbia is not expected to decide on its participation in the program until after a provincial election is held in mid-2013. However, if British Columbia decides to join the program, regulated facilities emitting carbon dioxide in excess of the threshold amount ultimately determined for the program will be subject to the cap.

The U.S. federal and state governments may also enact an emission trading or similar program for greenhouse gas emissions, which could significantly increase our energy and regulatory compliance costs. For example, the U.S. federal government has considered legislation to reduce greenhouse gas emissions through a cap-and-trade system of allowances and credits, among other provisions. In addition, the U.S. Environmental Protection Agency has developed final rules requiring certain emitters of greenhouse gases to collect and report data with respect to their greenhouse gas emissions. Also, several states are involved with WCI and other similar multi-state collaborations designed to address greenhouse gas emissions on a regional level.

We are in the process of evaluating the potential impacts on our operations of these new and potential regulations. Either a carbon tax or a cap-and-trade program will likely result in increased future energy costs. The regulations will also likely increase our compliance costs. For example, we may be required to install new equipment to reduce emissions from our processing facilities in order to comply with new regulatory standards or to mitigate the financial impact of a new climate change program. We also may be subject to additional and extensive monitoring and reporting requirements. It is uncertain at this time how provincial and regional initiatives will interact with any federal climate change regulations.

The potential physical impacts of climate change on our operations are highly uncertain and would be particular to the unique geographic circumstances associated with each of our facilities. These may include changes in weather and rainfall patterns, water shortages, changing storm patterns and intensities and changing temperatures. For example, these physical impacts could require us to curtail or close mining production and could prevent us from pursuing expansion opportunities. These effects may adversely impact the cost, production and financial performance of our operations.

We must remove and reduce impurities and toxic substances naturally occurring in molybdenum and comply with applicable law relating thereto, which could result in remedial action and other costs.

Mineral ores and mineral products, including molybdenum ore and molybdenum products, contain naturally occurring impurities and toxic substances. Although we have implemented procedures that are designed to identify, isolate and safely remove or reduce such impurities and substances, such procedures require strict adherence and no assurance can be given that employees, contractors or others will not be exposed to or be affected by such impurities and toxic substances, which may subject us to liability. Standard operating procedures may not identify, isolate and safely remove or reduce such substances. Even with careful monitoring and effective control, there is still a risk that the presence of impurities or toxic substances in our products may result in such products being rejected by our customers, penalties being imposed due to such impurities or the products being barred from certain markets. Such incidents could require remedial action and could result in curtailment of operations. Legislation requiring manufacturers, importers and downstream users of chemical substances, including metals and minerals, to establish that the substances can be handled and used without negatively affecting health or the environment may impact our operations

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and markets. These potential compliance costs, litigation expenses, regulatory delays, remediation expenses and operational costs could negatively affect our financial results.

Changes to the labeling of certain of our products could have a material adverse effect on our results of operations and financial condition.

In December 2006, the European Union ("EU") member states adopted new chemical management legislation known as Registration, Evaluation, and Authorization of Chemicals ("REACH"). REACH applies to all chemical substances manufactured or imported into the EU in quantities of one metric ton or more annually and requires the registration of approximately 30,000 chemical substances with the European Chemicals Agency. Such registration entails the filing of extensive data on the potential risks to human health and the environment of such chemical substances. As a result of such registration, we are required to label our products imported into the EU in accordance with the product classifications mandated by REACH.

Pursuant to REACH, two of our products, pure molybdenum tri-oxide and tech oxide, have been classified as potential carcinogens. Under REACH, we are required to modify our material data sheets and labeling for such products to reflect this new classification. While REACH applies only to the EU, we have adopted a uniform system of labeling, and as such will use the REACH-compliant material data sheets and product labels worldwide.

Due to the product labeling requirements under REACH, our employees and/or our customers could raise claims against us regarding the safety of our products and the potentially carcinogenic effects they may have. There can also be no assurance that, in the wake of the new REACH classification, government regulators in the jurisdictions in which we do business will not impose more restrictive regulations on us with respect to the manufacture, sale and/or handling of our products. Any such claims or new regulations could have a material adverse effect on our results of operations or financial condition.

Risks Related to the Notes and Guarantees

Our substantial indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations under the notes and guarantees.

After this offering, we will have a significant amount of indebtedness. As of September 30, 2012, after giving effect to the issuance of the notes offered hereby, our total debt would have been approximately $1,007.5 million, and we would have had unused commitments of $62.0 million under the Caterpillar equipment financing facility. As of October 31, 2012, we had $68.3 million in outstanding borrowings, and unused commitments of $54.6 million, under the Caterpillar equipment financing facility. Although we do not record it as indebtedness, we also have $574.6 million in deferred revenue under our Gold Stream arrangement described in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement" and in note 11 to our audited consolidated financial statements for the year ended December 31, 2011 and an entitlement to receive an additional $206.9 million of deposits in respect of the Gold Stream arrangement that are expected to be available to us over the Mt. Milligan construction period. Until the deposits received in the Gold Stream arrangement have been fully offset against the counterparty's purchases of gold under the agreement, the deposits will be secured by our Mt. Milligan assets. After the deposits have been fully offset, the counterparty will continue to have a security interest in 52.25% of the payable gold produced from Mt. Milligan. The notes and guarantees would effectively be subordinated to our obligations under the Gold Stream arrangement to the extent of the value

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of those assets in which the Gold Stream purchaser has a priority security interest. See "Description of Notes Security."

Subject to the limits contained in the indenture that governs our outstanding 7.375% Senior Notes due 2018, the indenture that governs our outstanding 12.5% Senior Notes due 2019, the indenture that will govern the notes, and our other debt instruments, we may be able to incur substantial additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our high level of debt could intensify. Specifically, our high level of debt could have important negative consequences to the holders of the notes, including:

- making it more difficult for us to satisfy our obligations with respect to the notes and guarantees and our other debt;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, acquisitions or other general corporate requirements;
- requiring a substantial portion of our cash flows to be dedicated to debt service payments instead of other purposes, thereby reducing the amount of cash flows available for working capital, capital expenditures, acquisitions and other general corporate purposes;
- increasing our vulnerability to general adverse economic and industry conditions;
- exposing us to the risk of increased interest rates, as certain of our borrowings are at variable rates of interest;
- limiting our flexibility in planning for and reacting to changes in the industry in which we compete;
- placing us at a disadvantage compared to other, less leveraged competitors; and
- increasing our cost of borrowing.

In addition, our Caterpillar equipment financing facility, the indenture that governs our outstanding 7.375% Senior Notes due 2018 and the indenture that governs our outstanding 12.5% Senior Notes due 2019 contain, and the indenture that will govern the notes will contain, restrictive covenants that limit our ability to engage in activities that may be in our long-term best interest. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all our debt.

We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or refinance our debt obligations, including the notes, depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flow from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance our indebtedness, including the notes. We may not be able to effect any such alternative measures on commercially

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reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The indenture that governs our outstanding 7.375% Senior Notes due 2018 and the indenture that governs our outstanding 12.5% Senior Notes due 2019 restrict, and the indenture that will govern the notes will restrict, our ability to dispose of assets and use the proceeds from those dispositions and may also restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations then due.

In addition, we conduct substantially all of our operations through our subsidiaries, certain of which will not be guarantors of the notes or our other indebtedness. Accordingly, repayment of our indebtedness, including the notes, is dependent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of the notes or our other indebtedness, our subsidiaries do not have any obligation to pay amounts due on the notes or our other indebtedness or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each subsidiary is a distinct legal entity, and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture that governs our outstanding 7.375% Senior Notes due 2018 and the indenture that governs our outstanding 12.5% Senior Notes due 2019 limit, and the indenture that will govern the notes will limit, the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would materially and adversely affect our financial position and results of operations and our ability to satisfy our obligations under the notes.

If we cannot make scheduled payments on our debt, we will be in default and holders of the notes, our outstanding 7.375% Senior Notes due 2018 or our outstanding 12.5% Senior Notes due 2019 could declare all outstanding principal and interest to be due and payable, the lender under the Caterpillar equipment financing facility could terminate its commitment to loan money, our secured lenders could foreclose against the assets securing their borrowings and we could be forced into bankruptcy or liquidation. All of these events could cause you to lose your investment in the notes.

Despite our current level of indebtedness, we and our subsidiaries may still be able to incur additional debt. This could further exacerbate the risks to our financial condition described above.

As of October 31, 2012, we had unused commitments of $54.6 million under our Caterpillar equipment financing facility. Any additional borrowings under this facility would be secured indebtedness, and the lender under this facility is entitled to recover its shares of any proceeds of the underlying collateral securing the Caterpillar equipment financing facility distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our company, prior to any distributions of these proceeds to you. Further, if new debt is added to our current debt levels, the related risks that we now face could intensify.

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Although the indenture that governs our outstanding 7.375% Senior Notes due 2018 and the indenture that governs our outstanding 12.5% Senior Notes due 2019 contain, and the indenture that will govern the notes will contain, restrictions on the incurrence of additional indebtedness, these restrictions contain exceptions and do not prevent us from incurring obligations that do not constitute indebtedness. Although we do not record it as indebtedness, we have $574.6 million in deferred revenue under our Gold Stream arrangement and an entitlement to receive an additional $206.9 million of deposits in respect of the Gold Stream arrangement that are available to us over the Mt. Milligan construction period. These amounts are and would be secured by an interest in the gold we expect to produce at Mt. Milligan. Until the deposits received in the Gold Stream arrangement have been fully offset against the counterparty's purchases of gold under the agreement, the deposits will be secured by our Mt. Milligan assets. After the deposits have been fully offset, the counterparty will continue to have a security interest in 52.25% of the payable gold produced from Mt. Milligan. The notes and the guarantees would effectively be subordinated to our obligations under the Gold Stream arrangement to the extent of the value of those assets. See "Description of Other Indebtedness and Deferred Revenue" and "Description of Notes."

The indenture that governs our outstanding 7.375% Senior Notes due 2018, the indenture that governs our outstanding 12.5% Senior Notes due 2019 and the indenture that will govern the notes and guarantees contain covenants that restrict our current and future operations and limit our flexibility and ability to respond to changes or take certain actions.

The indenture that governs our outstanding 7.375% Senior Notes due 2018 and the indenture that governs our outstanding 12.5% Senior Notes due 2019 contain, and the indenture that will govern the notes will contain, certain restrictive covenants that impose significant operating and financial restrictions on us and, in some circumstances, limit our ability to engage in actions that may be in our long-term best interest, including, among other things our ability to:

- incur additional debt;
- sell, lease or transfer our assets;
- pay dividends or make other distributions or repurchase or redeem capital stock;
- prepay, redeem or repurchase certain debt;
- make loans or investments;
- enter into agreements restricting our subsidiaries' ability to pay dividends;
- make capital expenditures and investments;
- guarantee debts or obligations;
- create liens;
- enter into transactions with our affiliates; and
- enter into certain merger, consolidation or other reorganizations transactions.

These restrictions could limit our ability to obtain future financing, make acquisitions, grow in accordance with our strategy or secure the needed working capital to withstand future downturns in our business or the economy in general, or otherwise take advantage of business opportunities that may arise, any of which could place us at a competitive

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disadvantage relative to our competitors that may have less debt and are not subject to such restrictions.

Many of the covenants in the indenture will cease to apply if the notes offered hereby are rated investment grade by both Moody's and S&P.

Many of the covenants in the indenture governing the notes offered hereby will no longer apply if the notes are rated investment grade by both Moody's and S&P at a time when no default has occurred and is continuing. These covenants restrict, among other things, our ability to pay distributions, incur debt and to enter into certain other transactions. Termination of these covenants would allow us to engage in certain transactions that are not permitted while these covenants are in force. If the notes subsequently fail to be rated investment grade, the terminated covenants will be reinstated. There can be no assurance that the notes will become rated investment grade by both Moody's and S&P, or that they would maintain such ratings. See "Description of Notes Certain Covenants Effectiveness of Covenants."

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings pursuant to the Caterpillar equipment financing facility are at variable or fixed rates of interest at our option. Variable rates of interest could expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. Assuming all availability pursuant to the Caterpillar equipment financing facility is fully drawn, and all such borrowing is at variable rates of interest, each quarter point change in interest rates would result in an approximately $0.33 million change in annual interest expense on our indebtedness. In the future, we may enter into interest rate swaps that exchange floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk.

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the notes.

Any default under the agreements governing our other indebtedness, or the remedies sought by the holders of the indebtedness, could prevent us from paying the required principal and interest payments on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our other indebtedness, or if we otherwise fail to comply with the various covenants in our debt instruments, we could be in default under the terms of the agreements governing our other indebtedness. In the event of such a default:

- the holders of the indebtedness may be able to cause all of our available cash flow to be used to pay the indebtedness and, in any event, could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest; and/or
- we could be forced into bankruptcy or liquidation.

If our operating performance declines, we may in the future need to amend or modify the agreements governing our indebtedness or seek concessions from the holders of the indebtedness.

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The notes will be effectively subordinated to our and our subsidiary guarantors' indebtedness under the Caterpillar equipment financing facility with respect to the assets securing that facility, and to our obligations under the Gold Stream arrangement with respect to and to the extent of assets securing the purchaser of the Gold Stream arrangement in which such purchaser has a priority security interest.

The notes and the guarantees will be effectively subordinated to our and our subsidiary guarantors' indebtedness under the Caterpillar equipment financing facility with respect to the equipment that secures such indebtedness. As of October 31, 2012, we had unused availability of $54.6 million under our Caterpillar equipment financing facility, and we may incur additional secured debt under the facility in the future. Although we do not record it as indebtedness, we have $574.6 million in deferred revenue under our Gold Stream arrangement and an entitlement to receive an additional $206.9 million of deposits in respect of the Gold Stream arrangement that are available to us over the Mt. Milligan construction period. Until the deposits received in the Gold Stream arrangement have been fully offset against the counterparty's purchases of gold under our agreement with Royal Gold, the deposits will be secured by our Mt. Milligan assets. After the deposits have been fully offset, the counterparty will continue to have a security interest in 52.25% of the payable gold produced from Mt. Milligan. The notes would effectively be subordinated to our obligations under the Gold Stream arrangement to the extent of the value of those assets in which the purchaser has a priority security interest. See "Description of Other Indebtedness" and "Description of Notes Royal Gold Transaction." The effect of this subordination is that upon a default in payment on, or the acceleration of, any of such secured indebtedness, or in the event of bankruptcy, insolvency, liquidation, dissolution or reorganization of our company or the subsidiary guarantors, the proceeds from the sale of assets securing such secured indebtedness will be available to pay obligations on the notes only after all indebtedness under our Caterpillar equipment financing facility and such other secured debt with a priority interest has been paid in full. As a result, the holders of the notes may receive less, ratably, than the holders of secured debt in the event of our or our subsidiary guarantors' bankruptcy, insolvency, liquidation, dissolution or reorganization.

The notes will be structurally subordinated to all obligations of our existing and future subsidiaries that are not and do not become guarantors of the notes.

The notes will be guaranteed by each of our existing and subsequently acquired or organized subsidiaries that currently guarantee the revolving credit facility or that, in the future, guarantee our other indebtedness or indebtedness of another guarantor in an aggregate principal amount that exceeds $25.0 million. In the event of certain reorganizations, the indenture that governs our outstanding 7.375% Senior Notes due 2018, the indenture that governs our outstanding 12.5% Senior Notes due 2019 and the indenture that will govern the notes, our new parent will be required to guarantee the notes. Our subsidiaries that do not guarantee the notes will have no obligation, contingent or otherwise, to pay amounts due under the notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. The notes will be structurally subordinated to all indebtedness and other obligations of any non-guarantor subsidiary such that in the event of insolvency, liquidation, reorganization, dissolution or other winding up of any subsidiary that is not a guarantor, all of that subsidiary's creditors (including trade creditors) would be entitled to payment in full out of that subsidiary's assets before we would be entitled to any payment.

In addition, the indenture that governs our outstanding 7.375% Senior Notes due 2018 and the indenture that governs our outstanding 12.5% Senior Notes due 2019 permits and the

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indenture that will govern the notes will permit, subject to some limitations, our restricted subsidiaries to incur additional indebtedness and will not contain any limitation on the amount of other liabilities, such as trade payables, that may be incurred by our restricted subsidiaries.

Some of our subsidiaries will be unrestricted subsidiaries and will not be subject to the covenants of the indenture. On the issue date, these subsidiaries will be Highlands Ranch, LLC, Howards Pass General Partner Corp., Howards Pass Metals Limited Partnership, Maze Lake General Partner Corp., Maze Lake Metals Limited Partnership and Thompson Creek UK Limited. Our Maze Lake property is held by certain of these subsidiaries. The holders of the notes and guarantees will not have the benefit of any cash generated by our Maze Lake property unless the subsidiaries that own these properties distribute cash to Thompson Creek or the subsidiary guarantors.

For the twelve months ended September 30, 2012, our non-guarantor subsidiaries represented approximately none of our net revenues, and approximately none of our operating income. As of September 30, 2012, our non-guarantor subsidiaries represented 0.48% of our total assets and had $5.8 million of total liabilities, including debt and trade payables but excluding intercompany liabilities.

In addition, our subsidiaries that provide, or will provide, guarantees of the notes will be automatically released from those guarantees upon the occurrence of certain events, including the following:

- the designation of that subsidiary guarantor as an unrestricted subsidiary;
- the release or discharge of any guarantee or indebtedness that resulted in the creation of the guarantee of the notes by such subsidiary guarantor; or
- the sale or other disposition, including the sale of substantially all the assets, of that subsidiary guarantor.

If any subsidiary guarantee is released, no holder of the notes or guarantees will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of that subsidiary will be effectively senior to the claim of any holders of the notes or guarantees. See "Description of Notes Note Guarantees."

Certain of the real property constituting collateral for the notes is leased. There is a risk that such leases may terminate and no longer constitute collateral for the notes.

Approximately 2.35% of the book value of the assets securing the notes consist in whole or in material part of leasehold interests under leases or subleases. Debt secured by a lien on a leasehold interest in real estate is subject to risks not associated with debt secured by a mortgage lien on a fee interest in real estate. The most significant of these risks is that a leasehold interest could be terminated before the debt secured by the mortgage is paid in full. The forms of these leases vary in scope and extent with respect to provisions designed to protect the interests of a leasehold mortgagee. However, most of our real property interests subject to leases require that the lessor provide the leasehold mortgagee with notice of the occurrence of a default under the lease and the opportunity to cure the applicable borrower's default.

In addition, if a mortgage on our landlord's fee interest in the property is recorded prior to a memorandum of our interest, as tenant, in the lease or if the lease, by its terms, is subordinate to our landlord's fee mortgage, the holder of that fee mortgage could, in the

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event of the foreclosure of the fee mortgage, elect to terminate the applicable lease, and, thereby, your mortgage lien on the leasehold interest would terminate.

Mortgages on all of our owned real properties intended to secure the notes and guarantees may not be delivered and recorded at the time of the issuance of the notes. In addition, title insurance policies insuring the mortgage liens in favor of the noteholders and land surveys may not be in place at the time of the issuance of the notes. Any issues that we are not able to resolve in connection with the delivery and recordation of the mortgages and the delivery of the title insurance policies and surveys may impact the value of the collateral. Delivery and recordation of such mortgages after the issue date of the notes increases the risk that the liens granted by those mortgages could be avoided. These mortgages constitute a significant portion of the value of the collateral securing the notes and the guarantees.

Mortgages on the properties intended to secure the notes may not be in place at the time of the issuance of the notes. The properties constitute a significant portion of the value of the collateral intended to secure the notes and the guarantees. In addition, mortgagee title insurance policies may not be in place at the time of the issuance of the notes to insure, among other things, (i) loss resulting from the entity represented by us to be the fee owner thereof not holding valid fee title to the properties or such fee being encumbered by unpermitted liens and (ii) the validity and first lien priority of the mortgage granted to the collateral agents for their benefit, and for the benefit of the trustees and the holders of the notes. There will be no assurance prior to issuance of the notes that all properties contemplated to be mortgaged as security for the notes will be mortgaged, or that we hold the real property interests we represent we hold or that we may mortgage such interests, or that there will be no lien encumbering such real property interests other than those permitted by the indenture. Moreover, land surveys will not be completed at the time of the issuance of the notes. As a result, there is no assurance that, among other things, no encroachments, adverse possession claims, zoning or other restrictions exist with respect to the properties intended to be mortgaged which could result in a material adverse effect on the value or utility of such properties.

On or prior to the issue date, we intend to obtain a consent under our joint venture agreement with Sojitz permitting us to grant a lien on our interest in the Endako Mine assets. If we are not able to obtain this consent on or prior to the issue date, we will use our commercially reasonable efforts to obtain the consent within 90 days of the issue date. However, if we are unable to obtain this consent, the notes will not be secured by a direct security interest in any of the Endako Mine assets but will only be secured by the equity in our subsidiary, Thompson Creek Mining Ltd. which owns our interest in the Endako Mine assets. If the notes are not secured by a direct security interest in our interest in the Endako Mine assets and such assets were pledged to secure other indebtedness, the notes would be effectively subordinated to such other indebtedness to the extent of the value of such Endako Mine assets.

The title insurance process and surveys could reveal problems that we will not be able to resolve. If we are unable to resolve any problems raised by the surveys or that are otherwise raised in connection with obtaining the mortgages or title insurance policies, the mortgages and title insurance policies will be subject to such problems. Such problems could have a significant impact on the value of the collateral or any recovery under the title insurance policies. If we are unable to obtain any mortgage or title insurance policy on any of the real property intended to constitute collateral for the notes and guarantees, the value of the collateral securing the notes and the guarantees will be significantly reduced.

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We are required to use commercially reasonable efforts to put mortgages in place and obtain title insurance policies and surveys within 90 days of the closing date of this offering except for real property located in Custer County, Nevada and Canada, where we will not obtain title insurance or surveys.

Any future pledge of collateral in favor of the collateral agents for their benefit and for the benefit of the trustees and the holders of the notes, including pursuant to the mortgages, which we are required to deliver to the collateral agents within 90 days of the closing date of this offering, and the other security documents delivered after the date of the indenture governing the notes, could be avoidable in bankruptcy. If we or any guarantor were to become subject to a bankruptcy proceeding after the issue date of the notes, any mortgage or security interest in other collateral delivered after the issue date of the notes would face a greater risk than security interests in place on the issue date of being avoided by the pledgor (as debtor in possession) or by its trustee in bankruptcy as a preference under bankruptcy law if certain events or circumstances exist or occur, including if the pledgor is insolvent at the time of the pledge, the pledge permits the holders of the notes to receive a greater recovery than if the pledge had not been given and a bankruptcy proceeding in respect of the pledgor is commenced within 90 days following the pledge, or, in certain circumstances, a longer period. To the extent that the grant of any such mortgage or other security interest is avoided as a preference, you would lose the benefit of such mortgage or security interest.

State law may limit the ability of the collateral agents to foreclose on the real property and improvements and leasehold interests included in the collateral located in Idaho and Pennsylvania.

The notes will be secured by, among other things, liens on owned real property and improvements located in the states of Idaho and Pennsylvania. The laws of Idaho and Pennsylvania may limit the ability of the trustees and the holders of the notes to foreclose on the improved real property collateral located in that state. Laws of the state in which the real property lies govern the perfection, enforceability and foreclosure of mortgage liens against real property interests which secure debt obligations such as the notes. These laws may impose procedural requirements for foreclosure different from and necessitating a longer time period for completion than the requirements for foreclosure of security interests in personal property. Debtors may have the right to reinstate defaulted debt (even it is has been accelerated) before the foreclosure date by paying the past due amounts and may have a right of redemption after foreclosure. Governing laws may also impose security first and one form of action rules which can affect the ability to foreclose or the timing of foreclosure on real and personal property collateral regardless of the location of the collateral and may limit the right to recover a deficiency following a foreclosure.

The holders of the notes and the trustees also may be limited in their ability to enforce a breach of the covenant limiting our ability to incur liens. Some decisions of state courts have placed limits on a lender's ability to accelerate debt secured by real property upon breach of covenants prohibiting the creation of certain junior liens or leasehold estates, and a lender may need to demonstrate that enforcement is reasonably necessary to protect against impairment of the lender's security or to protect against an increased risk of default. Although these court decisions may have been preempted, at least in part, by federal laws, the scope of such preemption, if any, is uncertain. Accordingly, a court could prevent the trustees and the holders of the notes from declaring a default and accelerating the notes by reason of a breach of this covenant, which could have a material adverse effect on the ability of holders to enforce the covenant.

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The collateral is subject to casualty risks.

Although we maintain insurance policies to insure against losses, certain losses may be either uninsurable or not economically insurable, in whole or in part. As a result, it is possible that insurance proceeds will not compensate us fully for our losses in the event of a catastrophic loss. We cannot assure you that any insurance proceeds received by us upon the total or partial loss of the collateral securing the notes and guarantees will be sufficient to satisfy all of our secured obligations, including the notes and guarantees.

If there is a default, the value of the collateral may not be sufficient to repay the holders of the notes.

No appraisals of any of the collateral have been prepared by us or on behalf of us in connection with this offering. The value of the collateral in the event of a liquidation will depend upon market and economic conditions, the availability of buyers and similar factors. By its nature, some or all of the collateral will be illiquid and may have no readily ascertainable market value. There can be no assurance that the collateral will be saleable and, even if saleable, the timing of its liquidation may be uncertain. Some of the collateral might have no significant independent value apart from the other pledged assets or could be impaired in the future as a result of changing economic conditions, declines in the price of molybdenum, copper or gold, or competition. In addition, the indenture that will govern the notes, security agreement and other security documents provide only limited covenant protections with respect to the collateral and might not protect you against actions that we could take that could impair the value of the collateral.

To the extent that liens, rights or easements granted to third parties encumber assets located on property owned by us, including those of Royal Gold under the Gold Stream arrangement, such third parties may have or exercise rights and remedies with respect to the property subject to such liens that could adversely affect the value of the collateral and the ability of the collateral agents to realize or foreclose on the collateral. Accordingly, the proceeds of any sale of the collateral pursuant to the indenture and the security documents following an event of default or an event of default under any other additional secured obligations may not be sufficient to satisfy, and may be substantially less than, amounts due on the notes and the additional secured obligations.

In addition, not all of our assets secure the Notes. For example, the collateral will not include certain real property and cash, deposit accounts and securities accounts (to the extent that a lien thereon would be required to be perfected by any action other than the filing of customary financing statements).

To the extent that the collateral is insufficient to satisfy the claims of noteholders, noteholders will have unsecured claims against us in respect of their notes that will rank equally and ratably with the claims of our other unsecured creditors, including the holders of our 7.375% Senior Notes due 2018, our 12.5% Senior Notes due 2019 and our trade creditors. There may be insufficient value in our remaining assets to satisfy the remaining claims of noteholders and the claims of other creditors.

Surveys will not be obtained for the real property located in Custer County, Idaho or any real property located in Canada. As a result, any matters that could have been revealed by any survey could have a significant impact on the value of the collateral or any recovery under the mortgage.

In connection with this offering, we are not required to provide surveys with respect to our real property in Custer County, Idaho, where our TC Mine is located or on any real

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property located in Canada. As a result, there is no independent assurance that, among other things, (i) the real property encumbered by the mortgage includes the property owned and leased by us or the subsidiary guarantors that was intended to be mortgaged and (ii) no encroachments, adverse possession claims, zoning or other restrictions exist with respect to such real properties which could result in a material adverse effect on the value or utility of such real property.

In addition, there can be no assurance that the legal descriptions attached to the mortgage (i) accurately describe and encumber the property intended to be mortgaged as security for the notes, (ii) include all real property owned, leased or otherwise held by us or (iii) do not include real property not owned, leased or otherwise held by us.

A title insurance policy will not be obtained for any leased real property located in Custer County, Idaho or for any real property located in Canada. As a result, any matters that could have been revealed through the title insurance process could have a significant impact on the value of the collateral or any recovery under the mortgage.

A title insurance policy will not be obtained in connection with the mortgage against any of our leased real property in Custer County, Idaho, where our TC Mine is located or on any real property located in Canada. Accordingly, the mortgage will not have the benefit of (i) a title insurance policy insuring our title to and the first priority of the lien of the mortgage with respect to any of the leased real property located in Custer County, Idaho. There can be no assurance that there does not exist a mechanics' lien or other lien encumbering the real properties that is senior to the lien of any such mortgage. The existence of such liens could adversely affect the value of the real property securing the notes as well as the ability of the collateral agent to realize or foreclose on such real property.

The imposition of certain permitted collateral liens could materially adversely affect the value of the collateral. In addition, certain assets will be excluded from the collateral.

The collateral securing the notes may also be subject to liens permitted under the terms of the indenture governing the notes, whether arising on or after the date the notes are issued. The existence of any permitted collateral liens could materially adversely affect the value of the collateral that could be realized by the holders of the notes as well as the ability of the collateral agents to realize or foreclose on the affected collateral. Your rights to the collateral would be diluted by any increase in the indebtedness secured by the collateral. Certain assets are excluded from the collateral securing the notes as described under "Description of the Notes Security," including, without limitation, equity interests of certain subsidiaries and certain joint venture or partnership interests, assets subject to liens which prohibit such assets from being collateral for the notes, and certain motor vehicles and other assets subject to certificates of title, all as more particularly described under "Description of the Notes Security."

Holders of notes do not control decisions regarding income from the collateral.

Prior to an event of default, the indenture that will govern the notes allows us to remain in possession of, retain exclusive control over, freely operate and, subject to compliance with covenants set forth in the supplemental indenture and security agreement, collect, invest and dispose of any income from the collateral securing the notes. Also, to the extent that we sell any assets that constitute collateral, the proceeds from such sale will be subject to the lien securing the notes only to the extent such proceeds would otherwise constitute "collateral" securing the notes under the supplemental indenture and security agreement. To the extent the proceeds from any such sale of collateral do not constitute "collateral" under the security

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agreement, the pool of assets securing the notes would be reduced and the notes would not be secured by such proceeds.

Rights of holders of notes in their collateral may be adversely affected by a failure to perfect security interests.

The right of the collateral agents to repossess and dispose of the collateral securing the notes upon acceleration may be significantly impaired if we do not take the necessary steps to perfect the security interests in the collateral in favor of the collateral agents for their benefit and for the benefit of the trustees and the holders of the notes. Applicable law requires that a security interest in certain tangible and intangible assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. The liens in the collateral securing the notes may not be perfected with respect to the claims of the notes if the collateral agents are not able to take the actions necessary to perfect any of these liens on or prior to the date of the issuance of the notes or thereafter.

Although some security interests may be perfected concurrently with the closing of this offering, the security interests in the collateral may not be perfected, and while we will use commercially reasonable efforts to seek to perfect those security interests after closing, there can be no assurance we will be successful. The trustees and collateral agents will not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the collateral.

Further, applicable law requires that certain property and rights acquired after the grant of a general security interest or other lien, such as real property, equipment subject to a certificate and certain proceeds, can only be perfected at the time such property and rights are acquired and identified. The trustees or the collateral agents may not monitor, or we may not inform the trustees or the collateral agents of, the future acquisition of property and rights that constitute collateral, and necessary action may not be taken to properly perfect the security interest in such after-acquired collateral. The collateral agents have no obligation to monitor the acquisition of additional property or rights that constitute collateral or the perfection of any security interest in favor of the notes against third parties.

In addition, other than as set forth below under "Description of Notes Repurchase at the Option of Holders Asset Sales," the U.S. collateral agent and the noteholders will not have the benefit of control agreements over deposit accounts in the United States. As a result, the U.S. collateral agent and the noteholders will not have the benefit of a perfected security interest in our cash in the United States.

Any failure to perfect a security interest may result in the loss of the security interest or the priority of the security interest in favor of the notes against third parties. See "Description of the Notes Security."

We may not be able to repurchase the notes upon a change of control.

Upon the occurrence of specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of their principal amount, plus accrued and unpaid interest to the purchase date. The source of funds for any purchase of the notes would be our available cash or cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the notes upon a change of control because we may not have sufficient financial resources to purchase all of the debt securities that are tendered upon a change of control and repay our other indebtedness that will become due. We may require additional financing from third

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parties to fund any such purchases, and we may be unable to obtain financing on satisfactory terms or at all. Further, our ability to repurchase the notes may be limited by law. In order to avoid the obligations to repurchase the notes, we may have to refrain from certain change of control transactions that would otherwise be beneficial to us.

In addition, some important corporate events, such as leveraged recapitalizations, may not, under the indenture that will govern the notes, constitute a "change of control" that would require us to repurchase the notes, even though those corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the notes. See "Description of Notes Repurchase at the Option of Holders Change of Control."

Holders of the notes may not be able to determine when a change of control giving rise to their right to have the notes repurchased has occurred following a sale of "substantially all" of our assets.

The definition of change of control in the indenture that will govern the notes includes a phrase relating to the sale of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain.

Federal, state and Canadian fraudulent transfer laws may permit a court to void the notes, the guarantees or the pledge of collateral, and, if that occurs, you may not receive any payments on the notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the notes and the incurrence of the guarantees of the notes. Under U.S. federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from U.S. state to state, the notes or the guarantees thereof could be voided as a fraudulent transfer or conveyance if we or any of the guarantors, as applicable, (a) issued the notes or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (b) received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the guarantees and, in the case of (b) only, one of the following is also true at the time thereof:

- we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;
- the issuance of the notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably small amount of capital or assets to carry on the business;
- we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or the guarantor's ability to pay as they mature; or
- we or any of the guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against us or the guarantor if, in either case, the judgment is unsatisfied after final judgment.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a subsidiary guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent the guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the notes.

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We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were insolvent at the relevant time or, regardless of the standard that a court uses, whether the notes or the guarantees would be subordinated to our or any of our guarantors' other debt. In general, however, a court would deem an entity insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay or has not paid its debts as they became due.

Although each guarantee entered into by a guarantor subsidiary will contain a provision intended to limit that guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer law, or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless. In a recent Florida bankruptcy case, this kind of provision was found to be ineffective to prevent the guarantees from being fraudulent transfers.

If a court were to find that the issuance of the notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or that guarantee, could void the pledge of collateral, could subordinate the notes or that guarantee to presently existing and future indebtedness of ours or of the related guarantor or could require the holders of the notes to repay any amounts received. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes or guarantees. Further, the avoidance of the notes or guarantees could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of that debt.

If a court were to void the pledge of collateral but not the issuance of the notes or incurrence of the guarantees, holders of notes would be unsecured creditors with claims that ranked equally and ratably with all our other senior creditors, including trade creditors.

Finally, as a court of equity, the U.S. bankruptcy court may subordinate the claims in respect of the notes or guarantees to other claims against us under the principle of equitable subordination if the court determines that (1) the holder of notes or guarantees engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of notes or guarantees and (3) equitable subordination is not inconsistent with the provisions of the U.S. bankruptcy code.

Canadian fraudulent transfer laws generally have similar implications in respect of the notes and the guarantees of the notes, but in certain circumstances may be more favorable to you.

Canadian bankruptcy and insolvency laws may impair the trustees' ability to enforce remedies under the guarantee of guarantors organized under Canadian law.

The rights of the trustees who represent the holders of the notes and guarantees to enforce remedies could be delayed by the restructuring provisions of applicable Canadian federal bankruptcy, insolvency and other restructuring legislation if the benefit of such

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legislation is sought with respect to any guarantor organized under Canadian law. For example, both the Bankruptcy and Insolvency Act (Canada) and the Companies' Creditors Arrangement Act (Canada) contain provisions enabling an insolvent person to obtain a stay of proceedings against its creditors and to file a proposal to be voted on by the various classes of its affected creditors. A restructuring proposal, if accepted by the requisite majorities of each affected class of creditors, and if approved by the relevant Canadian court, would be binding on all creditors within each affected class, including those creditors that did not vote to accept the proposal. Moreover, this legislation, in certain instances, permits the insolvent debtor to retain possession and administration of its property, subject to court oversight, even though it may be in default under the applicable debt instrument, during the period that the stay against proceedings remains in place.

The powers of the court under the Bankruptcy and Insolvency Act (Canada), and particularly under the Companies' Creditors Arrangement Act (Canada), have been interpreted and exercised broadly so as to protect a restructuring entity from actions taken by creditors and other parties. Accordingly, we cannot predict whether payments under the guarantees would be made during any proceedings in bankruptcy, insolvency or other restructuring, whether or when the trustees could exercise their rights under the indenture that will govern the notes or whether and to what extent holders of the notes or guarantees would be compensated for any delays in payment, if any, of principal, interest and costs, including the fees and disbursements of the respective trustees.

Active trading markets for the notes may not develop, which could make it more difficult for holders of the notes to sell their notes or result in a lower price at which holders would be able to sell their notes.

There is currently no established trading market for the notes, and the notes will not be listed on any exchange or quoted on any automated dealer quotation system. A liquid market may not develop for the notes, which may affect the ability of the holders of the notes to sell their notes or the prices at which such holders would be able to sell their notes. If such markets were to exist, the notes could trade at prices that may be lower than the initial market values of the notes depending on many factors, including prevailing interest rates and our business performance. The underwriters have advised us that they currently intend to make a market in the notes after the consummation of this offering, as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and any market-making with respect to the notes may be discontinued at any time without notice. See "Underwriting."

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may affect the market value of our notes offered hereby.

Our debt currently has a non-investment grade rating, and any rating assigned could be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. As a result, real or anticipated changes in our credit ratings will generally affect the market value of the notes. If any credit rating initially assigned to the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount. Any downgrade by either Standard & Poor's or Moody's may result in higher borrowing costs.

Credit ratings are not recommendations to purchase, hold or sell the notes. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes.

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The notes may be issued with original issue discount for U.S. federal income tax purposes.

The notes may be issued with OID for U.S. federal income tax purposes. If the notes are issued with OID, holders subject to U.S. federal income taxation will be required to include such OID in gross income (as ordinary income) as the OID accrues (on a constant yield to maturity basis), in advance of the receipt of cash payment thereof and regardless of such holder's regular method of accounting for U.S. federal income tax purposes. See "Certain United States Federal Income Tax Considerations."

If a bankruptcy petition were filed by or against us, the allowed claim for the notes may be less than the principal amount of the notes stated in the indenture.

If a bankruptcy petition were filed by or against us under the U.S. Bankruptcy Code after the issuance of the notes, the claim by any holder of the notes for the principal amount of the notes may be allowed in an amount equal to the sum of:

the original issue price for the notes; and

that portion of the OID, if any, that does not constitute "unmatured interest" for the purposes of the U.S. Bankruptcy Code.

Any OID that was not amortized as of the date of the bankruptcy filing would constitute unmatured interest, which is not allowable as part of a bankruptcy claim under the U.S. Bankruptcy Code. Accordingly, holders of the notes under these circumstances may receive an amount that is less than the principal amount of the notes stated in the indenture governing the notes.

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USE OF PROCEEDS

We estimate that the net proceeds from this offering will be approximately $ million, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

We intend to use the net proceeds from this offering for general corporate purposes, including capital expenditures relating to the development of Mt. Milligan. In connection with the closing of this offering, we intend to terminate our revolving credit facility, under which no debt is outstanding.

For more information regarding the revolving credit facility, including the principal purpose of the indebtedness, see "Description of Other Indebtedness and Deferred Revenue Revolving Credit Facility."

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CAPITALIZATION

The following table sets forth our unaudited cash and cash equivalents and capitalization as of September 30, 2012, on:

- an actual basis; and
- an as adjusted basis to give effect to the sale of the notes offered hereby.

These "As adjusted" amounts do not reflect the use of proceeds contemplated hereby. See "Use of Proceeds." You should read this table along with our consolidated financial statements and related notes and the other financial information incorporated by reference in this prospectus supplement and the accompanying prospectus.

	As of September 30, 2012	
(U.S. dollars in millions)	**Actual**	**As adjusted**
Cash and cash equivalents (1)	$ 359.7	$ 709.7
Long-term debt (2):		
Revolving credit facility (3)	$	$
Caterpillar equipment financing facility (4)	61.7	61.7
Equipment loans	12.2	12.2
7.375% Senior Notes due 2018	350.0	350.0
11.68% amortizing notes that are components of tMEDS (5)	33.2	33.2
12.5% Senior Notes due 2019	200.0	200.0
% Senior Secured First Priority Notes due 2018 offered hereby		350.0
Other debt	0.4	0.4
Total debt	$ 657.5	$ 1,007.5
Shareholders' equity		
Common stock, no par value, unlimited shares authorized and 168,726,984 and 167,963,639 shares issued and outstanding as of September 30, 2012 (6)	$ 1,017.9	$ 1,017.9
Additional paid-in capital	232.3	232.3
Retained earnings	576.7	576.7
Accumulated other comprehensive income	78.4	78.4
Total shareholders' equity	$ 1,905.3	$ 1,905.3
Total capitalization	$ 2,562.8	$ 2,912.8

(1) Actual cash and cash equivalents as of September 30, 2012 includes $24.9 million which we plan to use to cash collateralize or replace letters of credit outstanding under our revolving credit facility in connection with the termination of our revolving credit facility upon the closing of this offering.

(2)

Although we do not record it as indebtedness, we also have $574.6 million in outstanding deferred revenues under our Gold Stream arrangement described in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement" and note 11 to our audited consolidated financial statements included in our Annual Report on Form 10-K and $206.9 million in remaining proceeds of the Gold Stream arrangement that are available to us over the Mt. Milligan construction period. These amounts are and would be secured by our Mt. Milligan assets. After the deposits have been fully offset, the counterparty will continue to have a security interest in 52.25% of the payable gold produced from Mt. Milligan. The notes would effectively be subordinated to our obligations under the Gold Stream arrangement to the extent of the value of the Gold Stream purchaser's security interest in the designated percentage of produced gold, purchased pursuant to the Gold Stream arrangement, in which the purchaser has a priority security interest.

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(3)

We intend to terminate our revolving credit facility in connection with the closing of this offering. As of September 30, 2012, we had available borrowings of $275.1 million under our $300 million revolving credit facility (after giving effect to $24.9 million of outstanding letters of credit), all of which, if borrowed, would be secured. See "Description of Other Indebtedness and Deferred Revenue Revolving Credit Facility" for a description of this facility.

(4)

As of September 30, 2012, we had available borrowings of $62.0 million under our Caterpillar equipment financing facility, all of which, if borrowed, would be secured by the equipment financed with those borrowings. See "Description of Other Indebtedness and Deferred Revenue Caterpillar Equipment Financing Facility" for a description of this facility.

(5)

Each tMEDS includes an amortizing note, as described in "Description of Other Indebtedness and Deferred Revenue tMEDS." 16.3% of the $220.0 million stated amount of the tMEDS was initially represented by the amortizing notes. The amortizing note portion of each tMEDS had an initial principal amount of $4.075312 per amortizing note, bears interest at a rate of 11.68% per annum and has a final installment payment date of May 15, 2015.

(6)

The share numbers do not include shares of common stock issuable upon settlement of the purchase contracts that are components of the tMEDS.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our historical ratio of earnings to fixed charges for the periods indicated. For the purpose of computing the ratio of earnings to fixed charges, earnings consist of income (loss) before income and mining taxes, as adjusted to include fixed charges. Fixed charges consist of interest expense (including amounts capitalized), amortization of debt issuance costs and that portion of rental expense considered to be a reasonable approximation of interest.

	Nine Months Ended September 30, 2012	Nine Months Ended September 30, 2011	Fiscal Year ended December 31, 2011	2010	2009	2008	2007
Ratio of earnings to fixed charges	(1)	22.9x	14.0x	134.9x	(2)	20.6x (3)	5.8x

(1) For the nine months ended September 30, 2012, earnings were insufficient to cover fixed charges by $96.3 million. Earnings for the nine months ended September 30, 2012 included a charge of $47.0 million related to the write-down of goodwill.

(2) For the fiscal year ended December 31, 2009, earnings were insufficient to cover fixed charges by $52.7 million.

Included in earnings for the year ended December 31, 2009 was a non-cash charge related to the change in fair value of our warrants of $93.4 million. This charge was the result of our adopting new accounting rules that were not effective until January 1, 2009.

(3) The earnings for the year ended December 31, 2008 included a charge of $68.2 million related to the write-down of goodwill.

We direct Canadian investors to the section of the Canadian version of this prospectus supplement entitled "Additional Information for Canadian Investors" for more information on our earnings coverage ratio.

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DESCRIPTION OF NOTES

The Notes will be issued under the Indenture dated as of May 11, 2012 (the "*Base Indenture*"), as supplemented by the first supplemental indenture thereto, dated as of May 11, 2012 (the "*First Supplemental Indenture*"), as further supplemented by the Fifth Supplemental Indenture thereto dated as of the Issue Date (the "*Fifth Supplemental Indenture*" and together with the Base Indenture and the First Supplemental Indenture, the "*Indenture*") among Thompson Creek Metals Company Inc. (referred to in this description as the "*Company*"), the Guarantors, Wells Fargo Bank, National Association, as U.S. trustee (the "*U.S. Trustee*"), Valiant Trust Company, as Canadian co-trustee (the "*Canadian Co-trustee*" and, together with the U.S. Trustee, each a "*Trustee*" and, together, the "*Trustees*") and Wells Fargo Bank, National Association, as U.S. collateral agent (the "*U.S. Collateral Agent*") and Valiant Trust Company, as Canadian collateral agent (the "*Canadian Collateral Agent*" and together with the U.S. Collateral Agent, the "*Collateral Agents*"). The terms of the Notes include those expressly set forth in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"). The Indenture is unlimited in aggregate principal amount, although the issuance of Notes in this offering will be limited to $350.0 million. We may issue an unlimited principal amount of additional Notes having identical terms and conditions as the Notes other than the issue date, the issue price and the first interest payment date (the "*Additional Notes*"). We will only be permitted to issue such Additional Notes if, at the time of such issuance, we are in compliance with the covenants contained in the Indenture (including, without limitation, the limitations described below under the covenant "Limitation on Incurrence of Debt" and "Limitation on Liens" (including the "Permitted Additional Pari Passu Obligations" definition)). Any Additional Notes will be part of the same issue as the Notes that we are currently offering and will vote on all matters with the Notes. Any Additional Notes may be secured, equally and ratably with the Notes, by the Liens on the Collateral described below under the caption " Security."

This description of notes is intended to be a useful overview of the material provisions of the Notes, the Security Documents, the Royal Gold Intercreditor Agreement and the Indenture. Since this description of notes is only a summary, it does not contain all of the details found in the full text of, and is qualified in its entirety by the provisions of, the Notes, the Security Documents, the Royal Gold Intercreditor Agreement and the Indenture. You should refer to the Indenture, the Security Documents and the Royal Gold Intercreditor Agreement for a complete description of the obligations of the Company, the Guarantors and your rights. The Company will make a copy of the Indenture, the Security Documents and the Royal Gold Intercreditor Agreement available to the Holders and to prospective investors upon request.

You will find the definitions of capitalized terms used in this description under the heading " Certain Definitions." For purposes of this description, references to "the Company," "we," "our" and "us" refer only to Thompson Creek Metals Company Inc. and not to its subsidiaries. Certain defined terms used in this description but not defined herein have the meanings assigned to them in the Indenture.

General

The Notes:

- will be general senior secured obligations of the Company;
- will be limited to an aggregate principal amount of $350.0 million, subject to our ability to issue Additional Notes;
- mature on February , 2018;

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will be unconditionally guaranteed on a senior secured basis by each of the Company's Restricted Subsidiaries, other than the Excluded Subsidiaries, and by New Parent, following the consummation of a Permitted Reorganization. See " Note Guarantees";

will be issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof;

will rank equally in right of payment with any existing and future senior Indebtedness of the Company;

will be effectively senior to all existing and future unsecured Indebtedness of the Company to the extent of the value of the pledged assets;

will be senior in right of payment to any future Subordinated Obligations of the Company;

will be structurally subordinated to all liabilities of any Non-Guarantor Restricted Subsidiary; and

will be represented by one or more registered Notes in global form, but in certain circumstances may be represented by Notes in definitive form.

The Notes, Note Guarantees and the obligations under the Indenture will be secured by first-priority Liens, subject to Permitted Liens, in the Collateral, and will be secured equally and ratably with all obligations of the Company and the Guarantors under any Permitted Additional Pari Passu Obligations.

After giving effect to the issuance of the Notes and the application of proceeds as described under "Use of Proceeds," as of September 30, 2012, the Company and its Subsidiaries would have had approximately $423.9 million of senior Indebtedness on a consolidated basis, all of which, without accounting for effective subordination resulting from Liens on the Collateral, would have ranked equally with the Notes and none of which would have been subordinated to the Notes.

Interest on the Notes will:

accrue at the rate of % per annum;

accrue from the date of original issuance or, if interest has already been paid, from the most recent interest payment date;

be payable in cash semi-annually in arrears on February and August , commencing on , 2013;

be payable to the Holders of record at the close of business on the and immediately preceding the related interest payment dates; and

be computed on the basis of a 360-day year comprised of twelve 30-day months.

Payments on the Notes; Paying Agent and Registrar

We, or our Paying Agent, will pay, or cause to be paid, principal of, premium, if any, and interest on the Notes at the office or agency designated by the Company. We have initially designated the Corporate Trust Office of the U.S. Trustee to act as our paying agent (the "*Paying*

Agent") and registrar (the "*Registrar*"). We may, however, change the Paying Agent or Registrar without prior notice to the Holders, and the Company or any of its Restricted Subsidiaries may act as Paying Agent or Registrar.

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We will pay principal of, premium, if any, and interest on, Notes in global form registered in the name of or held by The Depository Trust Company ("*DTC*") or its nominee in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such global Note.

Transfer and Exchange

A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar and the U.S. Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge will be imposed by the Company, the U.S. Trustee or the Registrar for any registration of transfer or exchange of Notes, but the Company may require a Holder to pay a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to the Indenture other than any Documentary Taxes imposed by any Taxing Jurisdiction. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before the mailing of a notice of redemption of Notes to be redeemed or for a period of 15 days before a selection of an interest payment date.

The registered Holder of a Note will be treated as the owner of it for all purposes.

Security

General

The Notes, Note Guarantees and the Company's Obligations under the Indenture will be secured by first-priority Liens granted by the Company, the existing Guarantors and any future Guarantor on substantially all of the assets of the Company and the Guarantors (whether now owned or hereafter arising or acquired), subject to certain exceptions, Permitted Liens and encumbrances described in the Indenture and the Security Documents.

Pursuant to the Security Documents, the Company and the Guarantors, subject to certain exceptions, will grant security interests in (collectively, excluding the Excluded Property, the "*Collateral*"):

(a) all present and future shares of Capital Stock of (or other ownership or profit interests in) each of the Company's present and future direct and indirect subsidiaries, held by any of the Company or Guarantors;

(b) all present and future intercompany debt owed to any of the Company or Guarantors;

(c) all accounts receivable, chattel paper, contracts, deposit accounts, documents, equipment, fixtures, general intangibles, goods, instruments, intellectual property, inventory, investment property, letter-of-credit rights, as-extracted collateral, certain motor vehicles, certain commercial tort claims (or, in the case of the security interests granted pursuant to the Canadian Security Agreement, the same or analogous classes of property under the PPSA, to the extent applicable);

(d) all present and future property of the Company and each Guarantor which comprise that certain property located in Custer County, Idaho, including all owned, leased, patented, unpatented mining claims, water rights, permits and other rights;

(e) all other present and future property of the Company and each Guarantor, other than Excluded Property; and

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(f) all supporting obligations (for guarantees, security, and other credit support, in the case of the security interests granted pursuant to the Canadian Security Agreement) and proceeds and products of the property and assets described in clauses (a), (b), (c), (d) and (e) above.

The Security Documents will also provide that if the Company or any Guarantor incurs Hedging Obligations (whether as a primary or secondary obligor thereof, including under the Guarantee) of the type permitted under clause (7) of the covenant described in "Certain Covenants Limitation on Indebtedness", such Hedging Obligations (the "*Specified Secured Hedging Obligations*") may be equally and ratably secured by all or any portion of the Collateral pursuant to the provisions of such Security Documents so long as the counterparty (each such counterparty, a "*Specified Secured Hedging Counterparty*") to the Hedge Agreement (a "*Specified Secured Hedge Agreement*") related to such Hedging Obligations takes certain actions set forth in the relevant Security Documents; *provided* that the rights and remedies of each such Specified Secured Hedging Counterparty under the Security Documents will be limited as set forth in the immediately succeeding paragraph.

The Indenture and the Security Documents will exclude certain property from the Collateral (the "*Excluded Property*"), including: (i) any property to the extent that the grant of a security interest therein (A) is prohibited by any requirements of law of a governmental authority, (B) requires a consent not obtained of any governmental authority pursuant to such requirement of law, (C) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement instrument or other document evidencing or giving rise to such property or, in the case of Capital Stock of a non-Wholly Owned Subsidiary, any applicable shareholder or similar agreement, except to the extent that the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (D) relates to equipment owned or leased by the Company or any Guarantor that is subject to a purchase money Lien or a capital lease which is permitted by the Indenture if the contract or other agreement in which such Lien is granted (or in the documentation providing for such capital lease) prohibits or requires the consent of any person as a condition to the creation of any other Lien on such equipment, (ii) any leasehold interests in real property and any fee interests in real property to the extent the book value of such fee interest does not exceed $5,000,000, (iii) the proceeds and products of any and all of the assets described in clauses, (i) and (ii) only to the extent that such proceeds and products would constitute property or assets of the type described in clauses (i) or (ii).

Other than as set forth below under "Repurchase at the Option of Holders Asset Sales" with respect to proceeds of an Asset Sale of Collateral that are pending application to the repayment of the Notes or pending reinvestment in Additional Assets, the U.S. Collateral Agent and the Holders of the Notes will not have the benefit of control agreements over Deposit Accounts in the United States. As a result, the U.S. Collateral Agent and the Holders of the Notes will not have the benefit of a perfected security interest in the cash of the Company.

In addition, to the extent necessary and for so long as required for such Subsidiary not to be subject to any requirement pursuant to Rule 3-16 of Regulation S-X under the Securities Act to file separate financial statements with the SEC, the Capital Stock and other securities of any Subsidiary of the Company shall not be included in the Collateral and shall not be subject to the Liens securing the Notes and any Permitted Additional Pari Passu Obligations. It is expected that as of the Issue Date the value of the Capital Stock of five of the Company's Subsidiaries, Thompson Creek Metals Company USA, Thompson Creek Mining Co., Cyprus

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Thompson Creek Mining Company, Thompson Creek Mining Ltd. and Terrane Metals Corp., would exceed the applicable thresholds of Rule 3-16 of Regulation S-X under the Securities Act and therefore to the extent necessary and for so long as required for such Subsidiary not to be subject to such requirement, will not be included in the Collateral nor subject to the Liens securing the Notes and any Permitted Additional Pari Passu Obligations.

Subject to the foregoing, if property that is intended to be Collateral is acquired by the Company or any of the Guarantors (including property of a Person that becomes a new Guarantor) that is not automatically subject to a perfected security interest under the Security Documents, then such Company or Guarantor will provide a Lien over such property (in the case of a new Guarantor, its existing property at the time such Person becomes a Guarantor) in favor of the Collateral Agents and deliver certain certificates and opinions in respect thereof, all as and to the extent required by the Indenture or the Security Documents.

To the extent that Liens, rights or easements granted to third parties encumber any real property intended to constitute Collateral, such third parties have or may exercise rights and remedies with respect to the property subject to such Liens that could adversely affect the value of the Collateral and the ability of the Collateral Agents to realize or foreclose on the Collateral. Additionally, certain security interests in the Collateral may not be granted and/or perfected on the date of the indenture. See "Risk Factors Security interests over certain collateral may not be in place by closing or may not be perfected by closing. Such security interests will be subject to increased risk that they could be avoidable in bankruptcy."

On or prior to the issue date, we intend to obtain a consent under our joint venture agreement with Sojitz permitting us to grant a lien on our interest in the Endako Mine assets. If we are not able to obtain this consent on or prior to the issue date, we will use our commercially reasonable efforts to obtain the consent within 90 days of the issue date. However, if we are unable to obtain this consent, the notes will not be secured by a direct security interest in any of the Endako Mine assets but will only be secured by the equity in our subsidiary, Thompson Creek Mining Ltd. which owns our interest in the Endako Mine assets. If the notes are not secured by a direct security interest in our interest in the Endako Mine assets and such assets were pledged to secure other indebtedness, the notes would be effectively subordinated to such other indebtedness to the extent of the value of such Endako Mine assets.

Although the mortgages, title insurance policies and surveys on all of our properties intended to constitute collateral for the Notes and Note Guarantees may not be in place at the time of issuance of the Notes, the Company and the Guarantors will use their commercially reasonable efforts to complete all filings and other necessary actions to perfect the mortgage liens on such properties on or prior to the Issue Date. If they are not able to complete such actions on or prior to the Issue Date, they will use their commercially reasonable efforts to complete such actions within 90 days of the Issue Date. There can be no assurance that all properties contemplated to be mortgaged as security for the Notes will be mortgaged, or that we hold the real property interests we represent we hold or that we may mortgage such interests, or that there will be no lien encumbering such real property interests other than those permitted by the Indenture. Delivery of mortgages or security interests in Collateral after the Issue Date increases the risk that the mortgages or other security interests could be avoidable in bankruptcy. See "Risk factors Risks related to the Notes and Guarantees We do not expect that mortgages on all of our owned real properties intended to constitute collateral that are intended to secure the notes and guarantees will be delivered and recorded at the time of the issuance of the notes". In addition, title insurance policies insuring the mortgage liens in favor of the Collateral Agents for the benefit of the noteholders and land surveys may not be in place at the time of the issuance of the Notes. Any issues that we are not able to

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resolve in connection with the delivery and recordation of the mortgages and the delivery of the title insurance policies and surveys may impact the value of the Collateral. Delivery and recordation of such mortgages after the Issue Date increases the risk that the liens granted by those mortgages could be avoided. These mortgages constitute a significant portion of the value of the Collateral securing the Notes and the Guarantees.

Sufficiency of Collateral

None of the Collateral has been appraised in connection with the offering of the Notes. The fair market value of the Collateral is subject to fluctuations based on factors that include, among others, the condition of our industry, our ability to implement our business strategy, the ability to sell the Collateral in an orderly sale, general economic conditions, the availability of buyers and similar factors. The amount to be received upon a sale of the Collateral would also be dependent on numerous factors, including, but not limited to, the actual fair market value of the Collateral at such time and the timing and the manner of the sale. By its nature, portions of the Collateral may be illiquid and may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral can be sold in a short period of time (or at all) or in an orderly manner. In the event of a foreclosure, liquidation, bankruptcy or other insolvency, the ability of the Holders of the Notes to realize upon any of the Collateral may be subject to certain bankruptcy and insolvency law limitations as described below. In addition, the fact that the Lien held by the Collateral Agents will secure any Permitted Additional Pari Passu Obligations in addition to the Obligations under the Notes and the Indenture could have a material adverse effect on the amount that Holders of the Notes would receive upon a sale or other disposition of the Collateral. Permitted Liens, including under the Gold Stream Arrangement and secured letters of credit, will also affect the value of our collateral available to Holders of the Notes after payment of the obligations secured by such Permitted Liens. Accordingly, there can be no assurance that proceeds of any sale of the Collateral pursuant to the Indenture and the related Security Documents following an Event of Default would be sufficient to satisfy, or would not be substantially less than, amounts due under the Notes.

If the proceeds from a sale or other disposition of the Collateral were not sufficient to repay all amounts due on the Notes, the Holders of the Notes (to the extent not repaid from proceeds of the sale of the Collateral) would have only an unsecured claim against the remaining assets of the Company and the Guarantors. To the extent that Liens (including Permitted Liens), rights or easements granted to third parties may encumber assets located on property owned by the Company or the Guarantors, including the Collateral, such third parties may exercise rights and remedies with respect to the property subject to such Liens that could adversely affect the value of the Collateral and the ability of the Collateral Agents, the Trustee or the Holders of the Notes to realize or foreclose on Collateral.

Certain Bankruptcy Limitations

The right of the U.S. Collateral Agent to repossess and dispose of the Collateral upon the occurrence of an Event of Default would be significantly impaired by bankruptcy law in the event that a bankruptcy case were to be commenced by or against any of the Company or Guarantors prior to the U.S. Collateral Agent's having repossessed and disposed of the Collateral. Upon the commencement of a case for relief under Title 11 of the United States Code, as amended (the "*Bankruptcy Code*"), a secured creditor such as the U.S. Collateral Agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security without bankruptcy court approval.

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Similarly, Canadian laws governing bankruptcy and other insolvency proceedings, including the Bankruptcy and Insolvency Act (Canada) and the Companies' Creditors Arrangement Act (Canada), also provide for a stay of proceedings that may prevent the exercise of any and all remedies by a secured creditor such as the Canadian Collateral Agent (including prohibiting a secured creditor from repossessing its security or disposing of security without court approval and/or consent of the debtor and a relevant court-appointed officer).

In view of the broad equitable powers of a U.S. bankruptcy court (or a Canadian court presiding over a bankruptcy or other insolvency proceeding), it is impossible to predict how long payments under the Notes could be delayed following commencement of a bankruptcy case or other insolvency proceeding, whether or when the Collateral Agents could repossess or dispose of the Collateral, the value of the Collateral at any time during a bankruptcy case or other insolvency proceeding or whether or to what extent Holders of the Notes would be compensated for any delay in payment or loss of value of the Collateral. The Bankruptcy Code also permits only the payment and/or accrual of post-petition interest, costs and attorneys' fees to a secured creditor during a debtor's bankruptcy case to the extent the value of such creditor's interest in the Collateral is determined by the bankruptcy court to exceed the aggregate outstanding principal amount of the obligations secured by the Collateral.

Furthermore, in the event a bankruptcy court (or a Canadian court presiding over a bankruptcy or other insolvency proceeding) determines that the value of the Collateral (after giving effect to any prior Liens) is not sufficient to repay all amounts due on the Notes, the Holders of the Notes would hold secured claims only to the extent of the value of the Collateral to which the Holders of the Notes are entitled, and unsecured claims with respect to such shortfall.

Release of Liens

The Security Documents and the Indenture provide that the Liens securing the Notes and the Note Guarantee of any Guarantor will be automatically released when such Guarantor's Note Guarantee is released in accordance with the terms of the Indenture. In addition, the Liens securing the Notes and the Note Guarantees and the Obligations under the Indenture will be released (a) in whole, upon a legal defeasance or a covenant defeasance of the Notes as set forth below under " Defeasance," (b) in whole, upon satisfaction and discharge of the Indenture, (c), in whole, upon payment in full of principal, interest and all other Obligations on the Notes issued under the Indenture, (d) in whole or in part, with the consent of the requisite Holders of the Notes in accordance with the provisions under " Amendments and Waivers," including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, Notes and (e) in part, as to any asset constituting Collateral (A) that is sold or otherwise disposed of by any of the Company or Guarantors in a transaction permitted by " Repurchase at the Option of Holders Asset Sales" and by the Security Documents (to the extent of the interest sold or disposed of) or otherwise permitted by the Indenture and the Security Documents, if all other Liens on that asset securing any Permitted Additional Pari Passu Obligations then secured by that asset (including all commitments thereunder) are released, (B) that is cash withdrawn from deposit accounts for any purpose not prohibited under the Indenture or the Security Documents, (C) that is used to make a Restricted Payment or Permitted Investment permitted by the Indenture, (D) that becomes Excluded Property, or (E) that is otherwise released in accordance with, and as expressly provided for in accordance with, the Indenture and the Security Documents.

In addition, to the extent necessary and for so long as required for such Subsidiary not to be subject to any requirement pursuant to Rule 3-16 of Regulation S-X under the Securities

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Act, the Capital Stock of any Subsidiary shall not be included in the Collateral with respect to the Notes and Note Guarantees and any Permitted Additional Pari Passu Obligations and shall not be subject to the Liens securing such Obligations. It is expected that as of the Issue Date the value of the Capital Stock of five of the Company's Subsidiaries, Thompson Creek Metals Company USA, Thompson Creek Mining Co., Cyprus Thompson Creek Mining Company, Thompson Creek Mining Ltd. and Terrane Metals Corp., would exceed the applicable thresholds of Rule 3-16 of Regulation S-X under the Securities Act and therefore to the extent necessary and for so long as required for such Subsidiary not to be subject to such requirement, will not be included in the Collateral nor subject to the Liens securing the Notes and any Permitted Additional Pari Passu Obligations.

The Company must deliver an Officers' Certificate to the U.S. Trustee, Canadian Co-trustee, U.S. Collateral Agent and the Canadian Collateral Agent within 30 calendar days following the end of each six-month period beginning on each interest payment date, to the effect that all such releases and withdrawals during the preceding six-month period (or since the Issue Date, in the case of the first such Officers' Certificate) as described in clause (e) of the preceding paragraph, were not prohibited by the Indenture or the Security Documents. Such Officers' Certificate shall be delivered by the Company whether or not a withdrawal or release has been made.

First Lien Intercreditor Agreement

On the date of incurrence of any Permitted Additional Pari Passu Obligations, the Collateral Agents and the representative under such Permitted Additional Pari Passu Obligations will enter into a First Lien Intercreditor Agreement (the "*First Lien Intercreditor Agreement*") that will be acknowledged by the Company and the Guarantors. Following such date, additional representatives for the holders of other classes of Permitted Additional Pari Passu Obligations may become party to the First Lien Intercreditor Agreement subject to compliance with certain procedural requirements in the First Lien Intercreditor Agreement. The Notes and other obligations secured by the Liens in favor of the Collateral Agents and the obligations in respect of any Permitted Additional Pari Passu Obligations secured by Liens in favor of any other representative that becomes party to the First Lien Intercreditor Agreement are each referred to as a "class" of Permitted Additional Pari Passu Obligations in this section.

The First Lien Intercreditor Agreement will provide that, notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any liens on any Collateral in which the Collateral Agents and one or more representatives for any class of Permitted Additional Pari Passu Obligations have perfected security interests (any such Collateral as to which the Collateral Agents and any other representative has such a perfected security interest being referred to as "*Shared Collateral*"), the security interests of the Collateral Agents and each such other representative in such Shared Collateral will rank equal in priority. With respect to each class of Permitted Additional Pari Passu Obligations, the representative for such class shall bear the risk of (a) any determination by a court of competent jurisdiction that (i) any obligations with respect to Permitted Additional Pari Passu Obligations of such class is unenforceable under applicable law or is subordinated to any other obligations, (ii) such representative does not have a valid and perfected lien on any of the Collateral securing any of the Pari Passu Indebtedness of any other class and/or (iii) any third party (other than the Collateral Agents or any other representative for any class of Permitted Additional Pari Passu Obligations, such third party is referred to herein, with respect to any Intervening Lien (as defined below) for the benefit of such third party, referred to herein as an "*Intervening Creditor*") has a lien on any Shared Collateral that is senior in priority to the lien of such representative, on such Shared Collateral, but junior to the lien on such Shared Collateral securing any other class of Permitted Additional Pari Passu Obligations

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(any such lien being referred to as an "*Intervening Lien*"), or (b) the existence of any Collateral securing Permitted Additional Pari Passu Obligations of any other class that is not Shared Collateral for such representative (any condition referred to in clause (a) or (b) with respect to Permitted Additional Pari Passu Obligations of any class being referred to as an "*Impairment*" with respect to such class). In furtherance of the foregoing, in the event Pari Passu Indebtedness of any class shall be subject to an Impairment in the form of an Intervening Lien, the value of any Shared Collateral or proceeds that are allocated to such Intervening Creditor shall be deducted solely from the Shared Collateral or proceeds to be distributed in respect of Permitted Additional Pari Passu Obligations of such class.

If (i) an event of default under any document governing any Notes Obligations or any Permitted Additional Pari Passu Obligations shall have occurred and be continuing and the Collateral Agents are taking action to enforce rights or exercise remedies in respect of any Shared Collateral, (ii) any distribution is made in respect of any Shared Collateral in any insolvency or liquidation proceeding of any of the Company or Guarantors or (iii) the Collateral Agents, any other such representative or any such secured party receives any payment with respect to any Shared Collateral pursuant to any intercreditor agreement (other than the First Lien Intercreditor Agreement), then the proceeds of any sale, collection or other liquidation of any Shared Collateral obtained by such Collateral Agents, any other such representative or any such secured party in respect of any Permitted Additional Pari Passu Obligations on account of such enforcement of rights or exercise of remedies, and any such distributions or payments received by such Collateral Agents, any other such representative or any such secured party in respect of any Permitted Additional Pari Passu Obligations, shall be applied as follows (v) *first*, to (a) the payment of all amounts owing to the Collateral Agents (in their capacity as such) pursuant to the terms of the Notes, Note Guarantees, Indenture or any Security Document, (b) in the case of any such enforcement of rights or exercise of remedies, to the payment of all costs and expenses incurred by the Collateral Agents or any of their related secured parties in respect of the Note Obligations in connection therewith and (c) in the case of any such payment pursuant to any such intercreditor agreement, to the payment of all costs and expenses incurred by the Collateral Agents or any of their related secured parties in enforcing its rights thereunder to obtain such payment, (w) *second*, without duplication, to (a) the payment of all amounts owing to such representative (in its capacity as collateral agent other than the Collateral Agents) pursuant to the terms of any document related to the Permitted Additional Pari Passu Obligations, (b) in the case of any such enforcement of rights or exercise of remedies, to the payment of all costs and expenses incurred by such representative or any of its related secured parties in respect of Permitted Additional Pari Passu Obligations in connection therewith and (c) in the case of any such payment pursuant to any such intercreditor agreement, to the payment of all costs and expenses incurred by such representative or any of its related secured parties in enforcing its rights thereunder to obtain such payment, (x) *third*, pro rata to the Holders of Notes and holders of Permitted Additional Pari Passu Obligations of each remaining class secured by a valid and perfected lien on such Shared Collateral at the time due and payable (the amounts so applied to be distributed, as among such holders of Notes and classes of Permitted Additional Pari Passu Obligations, ratably in accordance with the amounts of Notes Obligations and Permitted Additional Pari Passu Obligations of each such class on the date of such application), and (y) *fourth* after payment in full of all the Notes Obligations and Permitted Additional Pari Passu Obligations secured by such Shared Collateral, to the holders of junior liens on the Shared Collateral, and thereafter, to the Company and the other Guarantors or their successors or assigns or as a court of competent jurisdiction may direct.

The representative representing the series of Pari Passu Indebtedness (including, without limitation, the Notes) secured by the Shared Collateral with the greatest outstanding

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aggregate principal amount (the "Controlling Representative") shall have the sole right to instruct the Collateral Agents to act or refrain from acting with respect to the Shared Collateral. No other collateral agent, trustee or other representative may exercise remedies or take enforcement actions with respect to the Shared Collateral. No person other than the Collateral Agents, acting at the direction of the Controlling Representative will commence any judicial or non-judicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its interests in or realize upon, or take any other action available to it in respect of, the Shared Collateral.

The First Lien Intercreditor Agreement shall not limit the Company's ability to amend or refinance the Notes or other Permitted Additional Pari Passu Obligations (although the Company will remain subject to the restrictions contained in the Indenture and the documents governing any other Permitted Additional Pari Passu Obligations).

Junior Lien Intercreditor Agreement

On the date of incurrence of any Permitted Additional Junior Lien Obligations, the Collateral Agents and the representative under such Permitted Additional Junior Obligations will enter into a Junior Lien Intercreditor Agreement (the "*Junior Lien Intercreditor Agreement*") that will be acknowledged by the Company and the Guarantors. Following such date, additional representatives for the holders of other classes of Permitted Additional Junior Lien Obligations may become party to the Junior Lien Intercreditor Agreement subject to compliance with certain procedural requirements in the Junior Lien Intercreditor Agreement. The Notes and other obligations secured by the Liens in favor of the Collateral Agents and the obligations in respect of any Permitted Additional Junior Lien Obligations secured by Liens in favor of any other representative that becomes party to the Junior Lien Intercreditor Agreement are each referred to as a "class" in this section. Pursuant to the terms of the Junior Lien Intercreditor Agreement, prior to the Discharge of First Lien Obligations, the Collateral Agents, pursuant to written instructions of the Controlling Representative, and subject to the First Lien Intercreditor Agreement, will determine the time and method by which the security interests in the Collateral will be enforced and will have the sole and exclusive right to manage, perform and enforce the terms of the Collateral Documents relating to the Collateral and to exercise and enforce all privileges, rights and remedies thereunder according to its direction, including to take or retake control or possession of such Collateral and to hold, prepare for sale, marshall, process, sell, lease, dispose of or liquidate such Collateral, including, without limitation, following the occurrence of a Default or Event of Default under the Indenture. The Junior Lien Collateral Agent will not be permitted to enforce the security interests even if any event of default under the document governing such Permitted Additional Junior Lien Obligations has occurred and such Permitted Additional Junior Lien Obligations have been accelerated for a "standstill period" of at least 180 days except (a) in any insolvency or liquidation proceeding, solely as necessary to file a proof of claim or statement of interest with respect to the Permitted Additional Junior Lien Obligations or (b) as necessary to take any action in order to prove, preserve, perfect or protect (but not enforce) its security interest and rights in, and the perfection and priority of its Lien on, the Collateral.

The Junior Lien Intercreditor Agreement will provide that the Junior Lien Collateral Agent, for itself and on behalf of each holder of Permitted Additional Junior Lien Obligations, has agreed pursuant to the Junior Lien Intercreditor Agreement that (a) it will not (and thereby waives any right to) take any action to challenge, contest or support any other Person in

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contesting or challenging, directly or indirectly, in any proceeding (including any insolvency or liquidation proceeding), the validity, perfection, priority or enforceability of a Lien securing the Notes or any Permitted Additional Pari Passu Obligations held (or purported to be held) by or on behalf of the Collateral Agents or any of the Holders of the Notes and any other Permitted Additional Pari Passu Obligations or any agent or trustee therefor in any Collateral and (b) it will not oppose or otherwise contest (or support any other Person contesting) any request for judicial relief made in any court by the Collateral Agents or the Holders of the Notes and any other Permitted Additional Pari Passu Obligations relating to the lawful enforcement of any first-priority Lien on Collateral.

In addition, the Junior Lien Intercreditor Agreement will provide that, prior to the Discharge of First Lien Obligations, the Collateral Agents may take actions with respect to the Collateral (including the release of Collateral and the manner of realization (subject to the provisions described under " Release of Collateral")) without the consent of the Junior Lien Collateral Agent or other holders of Permitted Additional Junior Lien Obligations.

The Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Collateral upon the exercise of remedies will be applied to the Notes and any other Permitted Additional Pari Passu Obligations to be distributed in accordance with the First Lien Intercreditor Agreement prior to application to any Permitted Additional Junior Lien Obligations in such order as specified in the First Lien Intercreditor Agreement until the Discharge of First Lien Obligations has occurred.

In addition, so long as the Discharge of First Lien Obligations has not occurred, none of the Junior Lien Collateral Agents shall acquire or hold any Lien on any assets of the Company or any Subsidiary (and neither the Company nor any Subsidiary shall grant such Lien) securing any Permitted Additional Junior Lien Obligations that are not also subject to the first-priority Lien in respect of the Notes and Permitted Additional Pari Passu Obligations. If any Junior Lien Collateral Agent shall acquire or hold any Lien on any assets of the Company or any Subsidiary that is not also subject to the first-priority Lien in respect of the Notes or the Permitted Additional Pari Passu Obligations, then such Junior Lien Collateral Agent shall, without the need for any further consent of any party and notwithstanding anything to the contrary in any other document, be deemed to also hold and have held such Lien for the benefit of the Collateral Agents as security for the Notes and Permitted Additional Pari Passu Obligations (subject to the lien priority and other terms hereof).

The Junior Lien Collateral Agents and each other holder of Permitted Additional Junior Lien Obligations will agree in the Junior Lien Intercreditor Agreement that any Lien purported to be granted on any Collateral as security for the Notes or any Permitted Additional Pari Passu Obligations shall be deemed to be and shall be deemed to remain senior in all respects and prior to all Liens on the Collateral securing any Permitted Additional Junior Lien Obligations for all purposes regardless of whether the Lien purported to be granted is found to be improperly granted, improperly perfected, preferential, a fraudulent conveyance or legally or otherwise deficient or invalid, in whole or in part, in any manner.

If any Holder of the Notes or any other Permitted Additional Pari Passu Obligations is required in any insolvency or liquidation proceeding or otherwise to turn over or otherwise pay to the estate of the Company or any other Guarantor (or any trustee, receiver or similar person therefor), because the payment of such amount was declared to be fraudulent or preferential in any respect or for any other reason, any amount (a "*Recovery*"), whether received as proceeds of security, enforcement of any right of setoff or otherwise, then as among the parties hereto, the Notes and Permitted Additional Pari Passu Obligations shall be deemed to be reinstated to the extent of such Recovery and to be outstanding as if such

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payment had not occurred and such Holder of the Notes or any other Permitted Additional Pari Passu Obligations shall be entitled to a reinstatement of such Notes or Permitted Additional Pari Passu Obligations with respect to all such recovered amounts and shall have all rights hereunder. If the Junior Lien Intercreditor Agreement shall have been terminated prior to such Recovery, the Junior Lien Intercreditor Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties thereto.

The Junior Lien Intercreditor Agreement will provide that so long as the Discharge of First Lien Obligations has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Subsidiary Guarantor, (i) no Junior Lien Collateral Agent nor any holder of Permitted Additional Junior Lien Obligations will (x) exercise or seek to exercise any rights or remedies (including setoff or the right to credit bid debt (except under limited circumstances)) with respect to any collateral securing the Notes, any Permitted Additional Pari Passu Obligations and any Permitted Additional Junior Lien Obligations in respect of any applicable Permitted Additional Junior Lien Obligations, or institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), (y) contest, protest or otherwise object to any foreclosure or enforcement proceeding or action brought with respect to the Collateral or any other collateral by the Collateral Agents or any Holder of the Notes or any other Permitted Additional Pari Passu Obligations in respect of the Notes or Permitted Additional Pari Passu Obligations, the exercise of any right by the Collateral Agents or any Holder of the Notes or any other Permitted Additional Pari Passu Obligations (or any agent or sub-agent on their behalf) in respect of the Notes or other Permitted Additional Pari Passu Obligations under any control agreement, lockbox agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which any Junior Lien Collateral Agent or any holder of Permitted Additional Junior Lien Obligations either is a party or may have rights as a third- party beneficiary, or any other exercise by any such party of any rights and remedies as a secured party relating to such collateral or any other collateral under the Security Documents or otherwise in respect of the Notes or Permitted Additional Pari Passu Obligations, or (z) object to any waiver or forbearance by the Holders of the Notes and any other Permitted Additional Pari Passu Obligations from or in respect of bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Collateral or any other collateral in respect of the Notes and any other Permitted Additional Pari Passu Obligations and (ii) except as otherwise provided in the Junior Lien Intercreditor Agreement, the Collateral Agents and the Holders of the Notes and any other Permitted Additional Pari Passu Obligations shall have the sole and exclusive right to enforce rights, exercise remedies (including setoff and the right to credit bid their debt), marshal, process and make determinations regarding the release, disposition or restrictions, or waiver or forbearance of rights or remedies with respect to such collateral without any consultation with or the consent of any Junior Lien Collateral Agent or any holder of Permitted Additional Junior Lien Obligations.

In addition, the Junior Lien Collateral Agent and each other holder of Permitted Additional Junior Lien Obligations will agree, among other things, that if the Company or any Subsidiary Guarantor is subject to any insolvency or liquidation proceeding, and if the Collateral Agents, subject to the First Lien Intercreditor Agreement, desire to permit the use of cash collateral or to permit the Company or any Subsidiary Guarantor to obtain financing under Section 363 or Section 364 of the Bankruptcy Code or any similar provision in any Bankruptcy Law ("*DIP Financing*"), including if such DIP Financing is secured by Liens senior in priority to the Liens securing the Junior Lien Obligations, then the Junior Lien Collateral Agent, on behalf of themselves and each applicable holder of Permitted Additional Junior Lien Obligations, agrees not to object to such use of cash collateral or DIP Financing and will not request adequate

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protection or any other relief in connection therewith (except to the extent permitted by the Junior Lien Intercreditor Agreement, as set forth below) and, to the extent the Liens securing the Notes and any other Permitted Additional Pari Passu Obligations are subordinated or *pari passu* with such DIP Financing, will subordinate its Liens in the Collateral and any other collateral to such DIP Financing (and all obligations relating thereto) on the same basis as they are subordinated to the Notes and Permitted Additional Pari Passu Obligations.

Royal Gold Intercreditor Agreement

As part of the Company's Gold Stream arrangement described in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement," the Company and its subsidiary, Terrane Metals Corp. ("*Terrane*"), one of the Guarantors, granted to RGL Royalty AG ("RGL") a security interest in certain assets relating to the Company's Mt. Milligan property (solely for purpose of this " Royal Gold Intercreditor Agreement" section, the "Royal Gold Collateral"). On December 10, 2010, the Company, Terrane, RGL and JPMorgan Chase Bank, N.A., the administrative agent under the Company's existing revolving credit facility entered into an intercreditor agreement (the "*Existing Royal Gold Intecreditor Agreement*") governing the relationship between RLG and JPMorgan Chase Bank, N.A. as to the security interest of each of them in the Mt. Milligan property. On the Issue Date, the Existing Royal Gold Intercreditor Agreement will be terminated and the Canadian Collateral Agent will become party to an intercreditor agreement among itself, the Company, Terrane and RGL in substantially identical form to the Existing Royal Gold Intercreditor Agreement (the "Royal Gold Intercreditor Agreement") as "Senior Debt Representative" thereunder and the provisions of the Royal Gold Intercreditor Agreement will bind the Trustee, Canadian Collateral Agent and Holder of the Notes.

Lien Priority

Under the Royal Gold Intercreditor Agreement, RGL has a priority claim on any Royal Gold Collateral consisting of a certain percentage of the gold produced at the Company's Mt. Milligan property (as more fully described in the documents governing the Gold Stream Arrangement) and all proceeds thereof registered under the PPSA (the "*Royal Gold Priority Collateral*") and the Canadian Collateral Agent, for its benefit and the benefit of the Holders of the Notes and any Permitted Additional Pari Passu Obligations will have a priority claim on all other Royal Gold Collateral (the "*Senior Debt Priority Collateral*"). As of the Issue Date, the aggregate amount of gold subject to the Gold Stream Arrangement is 52.25% of the refined gold production from the Mt. Milligan property. The Royal Gold Intercreditor Agreement will allow the Company and RGL to increase the amount of gold subject to the Gold Stream Arrangement from time to time after the Issue Date, which increased amount and the proceeds thereof shall automatically become Royal Gold Priority Collateral. Notwithstanding any provision of the UCC or PPSA, any applicable law, any Security Document, any alleged defect or deficiency or any other circumstance whatsoever, RGL agrees to subordinate its security interest in the Senior Debt Priority Collateral to the Canadian Collateral Agent's Lien and the Canadian Collateral Agent, on behalf of itself and the Holders of the Notes and any Permitted Additional Pari Passu Obligations, agrees to subordinate its security interest in the Royal Gold Priority Collateral to RGL's Lien. Furthermore, each of Royal Gold and the Canadian Collateral Agent (on behalf of itself and the Holders of the Notes and any Permitted Additional Pari Passu Obligations) agrees not to contest, or support any other person in contesting, in any proceeding, the priority, validity or enforceability of any Lien on the Royal Gold Collateral or demand, request, plead or otherwise assert or claim the benefit of any marshaling, appraisal, valuation or similar right to which it may have in respect of any Royal Gold Collateral or Liens on such Royal Gold Collateral, except as expressly granted in the

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Royal Gold Intercreditor Agreement. Royal Gold agrees not to acquire or hold a security interest in any assets of Terrane that does not also secure the Notes and any Permitted Additional Pari Passu Obligations and the Canadian Collateral Agent (on behalf of itself and the Holders of the Notes and any Permitted Additional Pari Passu Obligations) agrees not to acquire or hold a security interest in any assets of Terrane that does not also secure the Royal Gold obligations pursuant to the Gold Stream Arrangement, in each case, subject to the Lien priority set forth in the Royal Gold Intercreditor Agreement.

Enforcement Rights

The Royal Gold Intercreditor Agreement provides that the Canadian Collateral Agent will have the sole and exclusive right to take and enforce any enforcement action with respect to the Senior Debt Priority Collateral and Royal Gold will not take any action against any Senior Debt Priority Collateral until the expiration of a 120 day standstill period and the failure of the Canadian Collateral Agent to have taken action after such standstill period and the absence of any stay or prohibition against the Canadian Collateral Agent from exercising its rights and remedies with respect to the Royal Gold Collateral and the absence of any insolvency proceeding against Terrane. Furthermore, the Royal Gold Intercreditor Agreement provides that the Canadian Collateral Agent will not take any action against the Royal Gold Priority Collateral until payment in full of the Royal Gold obligations pursuant to the Gold Stream Arrangement. In the event Royal Gold or the Canadian Collateral Agent becomes a judgment lien creditor as a result of its enforcement right as an unsecured creditor, such judgment lien will be subject to the terms of the Royal Gold Intercreditor Agreement for all purposes.

Application of Proceeds; Dispositions and Releases of Liens

Prior to an event of default under the Royal Gold purchase agreement and notice of termination from Royal Gold to Terrane and demand of return of any deposit held by Terrane (a "Royal Gold Trigger Event"), Royal Gold will agree under the Royal Gold Intercreditor Agreement that it will not oppose any sale or disposition of any Royal Gold Collateral consented or made by the Canadian Collateral Agent so long as (A) the transferee pursuant to such sale or disposition agrees in writing that (x) such transferee's interests in the Royal Gold Collateral are subject to the rights of Royal Gold and the liens granted pursuant to the Royal Gold security documents and (y) such transferee acknowledges and agrees to the terms of the Royal Gold Intercreditor Agreement and (B) such sale or disposition does not result in a breach of the obligations of the Guarantor under the Royal Gold purchase agreement.

After the occurrence of a Royal Gold Trigger Event, the Canadian Collateral Agent and Royal Gold hereby agree that all Royal Gold Collateral, and all Proceeds thereof, received by either of them in connection with the collection, sale or disposition of Royal Gold Collateral shall be applied: first, to the payment of costs and expenses (including reasonable attorneys' fees and expenses and court costs) of the party with the priority claim to such Royal Gold Collateral in connection with such enforcement action, second, to the payment of the obligations in accordance with the documents governing the agreement that has a priority claim to such Royal Gold Collateral, third, to the payment of the obligations in accordance with the documents governing the agreement that has a junior claim to such Royal Gold Collateral and fourth, the balance, if any, to Terrane or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Upon any sale or disposition of Senior Debt Priority Collateral permitted pursuant to the Indenture and the Security Documents or any enforcement action, in each case, that results in the release of the Lien on such Royal Gold Collateral by the Canadian Collateral Agent, the Lien of Royal Gold on such Royal Gold Collateral shall be automatically and unconditionally

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released. Upon any sale or disposition of Royal Gold Priority Collateral permitted pursuant to the Royal Gold documents or any enforcement action, in each case, that results in the release of the Lien on such Royal Gold Collateral by Royal Gold, the Lien of the Canadian Collateral Agent (on behalf of itself and the Holders of the Notes and any Permitted Additional Pari Passu Obligations) on such Royal Gold Collateral shall be automatically and unconditionally released.

Insolvency Proceedings

Until the agreement with respect to which the priority security interest against any Royal Gold Collateral exists is terminated, the party with the subordinated claim agrees that it shall not, in connection with any insolvency proceeding, file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in respect of any Royal Gold Collateral to which it has a subordinated security interest subject to certain exceptions.

If Terrane becomes subject to any insolvency proceeding, the Royal Gold Intercreditor Agreement will provide that, if the holders of the Notes or any Permitted Additional Pari Passu Obligations desire to consent (or not object) to the use of cash collateral under any insolvency law or to consent (or not object) to the provision of DIP financing to Terrane by any third party, Royal Gold agrees that it will consent to, will raise no objection to, nor support any other person objecting to the use of cash collateral or such DIP financing and will not request any adequate protection solely as a result of such DIP financing and will subordinate its Liens on any Senior Debt Priority Collateral to (A) the DIP financing on the same terms as under the Royal Gold Intercreditor Agreement, (B) to any adequate protection provided to the Holders of the Notes or any Permitted Additional Pari Passu Obligations, (C) to any "carve out" agreed to by the Holders of the Notes or any Permitted Additional Pari Passu Obligations and (D) to any court-ordered charge ranking senior to the Liens of the Holders of the Notes or any Permitted Additional Pari Passu Obligations, subject to the terms and conditions of the Royal Gold Intercreditor Agreement.

Until the Notes and Permitted Additional Pari Passu Obligations are paid in full, Royal Gold agrees that it will not seek relief from the automatic stay or from any other stay in any insolvency proceeding or take any action in derogation thereof, in each case in respect of any Notes or any Permitted Additional Pari Passu Obligations, without the prior written consent of the Canadian Collateral Agent. Until the payment in full of the Royal Gold obligations, the Canadian Collateral Agent agrees, on behalf of itself and the Holders of the Notes or any Permitted Additional Pari Passu Obligations, that none of them will seek relief from the automatic stay or from any other stay in any insolvency proceeding or take any action in derogation thereof, in each case in respect of any Royal Gold Priority Collateral, without the prior written consent of Royal Gold. In addition, neither Royal Gold nor the Canadian Collateral Agent shall seek any relief from the automatic stay with respect to any Royal Gold Collateral without providing 30 days' prior written notice to the other, unless otherwise agreed by both the Canadian Collateral Agent and Royal Gold.

The Canadian Collateral Agent and Royal Gold agree that, prior to the payment in full of the obligations to which it is subordinated, none of them shall object, contest, or support any other Person objecting to or contesting, (i) any request by such senior party for adequate protection of its interest in the Royal Gold Collateral in which it has a priority claim or any adequate protection provided to such party or (ii) any objection by such junior party to any motion, relief, action or proceeding based on a claim of a lack of adequate protection in the Royal Gold Collateral to which it has a subordinated security interest or (iii) the payment of interest, fees, expenses or other amounts to the party holding a priority security interest

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under Section 506(b) or 506(c) of the Bankruptcy Code or similar provision of any other applicable insolvency law. The Canadian Collateral Agent and Royal Gold further agree that, prior to the payment in full of the obligations to which it is subordinated, none of them shall assert or enforce any claim under Section 506(b) or 506(c) of the Bankruptcy Code or similar provision of any other applicable insolvency law that is senior to or on a parity with the Liens to which it is subordinated for costs or expenses of preserving or disposing of any Royal Gold Collateral to which it is subordinated. Notwithstanding the foregoing, in any insolvency proceeding, if the party with a priority security interest in such Royal Gold Collateral is granted adequate protection consisting of additional collateral that constitutes Royal Gold Collateral in which it would have a priority security interest (with replacement liens on such additional collateral) and superpriority claims in connection with any DIP financing or use of cash collateral, and the party with the priority security interest does not object to the adequate protection being provided to it, then in connection with any such DIP financing or use of cash collateral the party with the subordinated security interest, may, as adequate protection of their interests in the Royal Gold Collateral who which they have a subordinated security interest, seek or accept (and the party with the priority security interest shall not object to) adequate protection consisting solely of (x) a replacement Lien on the same additional collateral, subordinated to the Liens securing the applicable obligations on the same basis as set forth in the Royal Gold Intercreditor Agreement are so subordinated and (y) superpriority claims junior in all respects to the superpriority claims granted to such party, provided, however, that the party with the subordinated security interest shall have irrevocably agreed, pursuant to Section 1129(a)(9) of the Bankruptcy Code or similar provision of any other applicable insolvency law, on behalf of itself and the holders of such obligations, in any stipulation and/or order granting such adequate protection, that such junior superpriority claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claim.

Intercreditor Agreements Governing Future Deferred Revenue Financing Arrangements

In the event that the Company or any Guarantor enters into any Deferred Revenue Financing Arrangement after the Issue Date, the U.S. Collateral Agent or the Canadian Collateral Agent, as applicable, the Company or the applicable Guarantor and the purchaser under such Deferred Revenue Financing Arrangement may enter into a Deferred Revenue Financing Arrangement Intercreditor Agreement, which shall provide substantially the same lien priority and other terms and conditions not less favorable in any material respect, as certified to the Trustee and applicable Collateral Agent in an Officers' Certificate, between the applicable Collateral Agent and such purchaser as provided in the Royal Gold Intercreditor Agreement.

No Impairment of the Security Interests

Neither the Company nor any of the Guarantors will be permitted to take any action, or knowingly omit to take any action, which action or omission might or would have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee, the Collateral Agents and the Holders of the Notes or any other Permitted Additional Pari Passu Obligations.

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Further Assurances and After-Acquired Property

Subject to the limitations described above under " General," the Security Documents and the Indenture will provide that the Company and the Guarantors shall, at their expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such further acts as may be necessary or proper to evidence, perfect, maintain and enforce the Lien in the Collateral granted to the Collateral Agents and the priority thereof, and to otherwise effectuate the provisions or purposes of the Indenture and the Security Documents. If the Company or a Guarantor acquires property that is not automatically subject to a perfected security interest under the Security Documents and such property is of a type that constitutes Collateral or an entity becomes a Guarantor, then the Company or such Guarantor will provide security over such property (or, in the case of a new Guarantor, all of its assets constituting Collateral under the Security Documents) in favor of the Collateral Agents and deliver certain joinder agreements, mortgages, title insurance policies, surveys, opinions and certificates in respect thereof as required by the Indenture and the Security Documents. In addition, any future Restricted Subsidiaries (other than Excluded Subsidiaries), and the New Parent, following the consummation of a Permitted Reorganization, will be required to become Guarantors and similarly grant Liens on their assets to the Collateral Agents, for its benefit and the benefit of the Trustee and the Holders of the Notes.

Maintenance of Collateral

The Indenture and/or the Security Documents will provide that the Company will, and will cause each of the Guarantors to (i) at all times maintain, preserve and protect all property material to the conduct of its business and keep such property in good repair, working order and condition (other than wear and tear occurring in the ordinary course of business); (ii) from time to time make, or cause to be made, all necessary and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times and (iii) keep its insurable property insured in a commercially reasonable manner at all times by financially sound and reputable insurers.

Optional redemption

Except as described below and under " Tax Redemption," the Notes are not redeemable until February , 2015. On and after February , 2015, the Company may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' written notice, at the following redemption prices (expressed as a percentage of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest on the Notes, if any, to the applicable date of redemption (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date), if redeemed during the twelve-month period beginning on February of each of the years indicated below:

Year	Percentage
2015	%
2016	%
2017 and thereafter	100.000%

Prior to February , 2015, the Company may on any one or more occasions redeem up to 35% of the original aggregate principal amount of the Notes (calculated after giving effect to any issuance of Additional Notes) with the Net Cash Proceeds of one or more Equity

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Offerings at a redemption price equal to % of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, to the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date); *provided* that

(1) at least 65% of the original aggregate principal amount of the Notes (calculated after giving effect to any issuance of Additional Notes) remains outstanding after each such redemption; and

(2) such redemption occurs within 90 days after the closing of such Equity Offering.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest, if any, will be paid to the Person in whose name the Note is registered at the close of business, on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Company.

In the case of any partial redemption, selection of the Notes for redemption will be made by the U.S. Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not listed, then on a *pro rata* basis, by lot or by such other method as the U.S. Trustee in its sole discretion will deem to be fair and appropriate and in accordance with DTC procedures, although no Note of $2,000 in original principal amount or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note will state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note.

In addition, at any time prior to February , 2015, Company may redeem the Notes, in whole but not in part, upon not less than 30 nor more than 60 days' prior notice sent to each Holder or otherwise in accordance with the procedures of the depositary at a redemption price equal to 100% of the aggregate principal amount of the Notes plus the Applicable Premium, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date).

Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including completion of an Equity Offering or other corporate transaction.

Mandatory Redemption; Open Market Purchases

The Company is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase the Notes as described under the caption " Repurchase at the Option of Holders."

The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.

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Tax Redemption

The Company may redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the aggregate principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to such redemption date) and all Additional Amounts then due or which will become due upon redemption, upon the giving of a notice as described below, if the Company determines that as a result of any change in, repeal of or amendment to any laws (or any regulations or rulings promulgated thereunder) of any applicable Taxing Jurisdiction or of any official position regarding the application or interpretation of such laws, regulations or rulings by any legislative body, court, governmental agency or regulatory authority (including by virtue of a holding, judgment or order by a court of competent jurisdiction), which change or amendment is announced and becomes effective on or after the Issue Date (or, if the applicable Taxing Jurisdiction did not become a Taxing Jurisdiction until after the Issue Date , on or after such later date), the Company has or will become obligated to pay, on the next succeeding payment date, Additional Amounts (as defined below under " Payment of Additional Amounts") with respect to the Notes, and the Company determines that such obligation cannot be avoided by the use of reasonable measures available to it.

In the event that the Company elects to redeem the Notes pursuant to the provisions set forth in the preceding paragraph, the Company will deliver to the U.S. Trustee an Officers' Certificate stating that it is entitled to redeem the Notes pursuant to their terms, together with an Opinion of Counsel in Canada from an independent legal counsel that is not an employee of the Company or any subsidiary to the effect that there has been such change or amendment which would entitle the Company to redeem the Notes pursuant to the Indenture.

Notice of intention to redeem the Notes will be given in writing not less than 30 days nor more than 60 days prior to the redemption date and will specify the redemption date. No such notice may be given earlier than 90 days prior to the earliest date on which the Company would be obligated to pay Additional Amounts in respect of the Notes.

Ranking

The Notes will be senior secured obligations of the Company that rank senior in right of payment to all existing and future Indebtedness that is expressly subordinated in right of payment to the Notes. The Notes will rank equally in right of payment with all existing and future Indebtedness of the Company that is not so subordinated, will be effectively senior to all of the Company's existing and future unsecured Indebtedness (to the extent of the value of the Collateral) and will be structurally subordinated to the liabilities of our Non-Guarantor Restricted Subsidiaries.

As of September 30, 2012, on an as adjusted basis giving effect to the Transactions as if they had occurred on such date:

- the outstanding Indebtedness of the Company and the Subsidiary Guarantors would have been approximately $ 1,007.5 million, of which $583.2 million would have been unsecured indebtedness, effectively ranking junior to the Notes, to the extent of the value of the Collateral, $350.0 million of which would have been the Notes and the remainder of which would have been the equipment financing; and

- the Company would have had unused commitments of $62.0 million under its equipment financing facility from Caterpillar Financial Services Limited, as described in "Description of Other Indebtedness and Deferred Revenue Caterpillar Equipment

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Financing Facility," all of which would effectively rank senior to the Notes with respect to the value of those assets if borrowed.

In addition, as of September 30, 2012:

- the Company had $574.6 million in outstanding deferred revenue under our Gold Stream arrangement described in "Description of Other Indebtedness and Deferred Revenue Gold Stream Arrangement," which are secured by the assets of the Company's Mt. Milligan property and would effectively rank senior to the Notes, to the extent of the value of those assets. The Company also has an entitlement to receive an additional $206.9 million of deposits in respect of the Gold Stream arrangement that are available to the Company over the Mt. Milligan construction period, which would effectively rank senior to the Notes if received to the extent of the value of those assets;

- the Company had no Subordinated Obligations; and

- the Non-Guarantor Restricted Subsidiaries had $5.8 million of liabilities (excluding intercompany liabilities).

Although the Indenture will limit the amount of Indebtedness that the Company and its Restricted Subsidiaries may Incur, such Indebtedness may be substantial and a significant portion of such Indebtedness may be structurally senior to the Notes.

Note Guarantees

Each Restricted Subsidiary other than Excluded Subsidiaries will initially Guarantee the Notes. The Guarantors will, jointly and severally, irrevocably and unconditionally guarantee, on a senior secured basis, the Company's obligations under the Notes and all obligations under the Indenture. Such Guarantors will, jointly and severally, agree to pay, in addition to the amount stated above, any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustees or the Holders in enforcing any rights under the Guarantees.

Each of the Note Guarantees:

- will be a general senior secured obligation of each Guarantor;

- will rank equally in right of payment with any existing and future senior Indebtedness of each such entity, without giving effect to collateral arrangements;

- will be effectively senior to all existing and future unsecured Indebtedness of a Guarantor to the extent of the value of the Collateral;

- will be senior in right of payment to any future Guarantor Subordinated Obligations of the Guarantors; and

- will be structurally subordinated to all liabilities of any Non-Guarantor Restricted Subsidiary.

As of September 30, 2012, after giving effect to the Transactions, the Subsidiary Guarantors did not have material Indebtedness, other than their Guarantees under the Existing Notes and their Note Guarantees.

Although the Indenture will limit the amount of Indebtedness that Restricted Subsidiaries may Incur, such Indebtedness may be substantial.

For the twelve months ended September 30, 2012, the Non-Guarantor Restricted Subsidiaries and the Unrestricted Subsidiaries collectively represented 0.0% of revenues and

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0.0% of operating income on a consolidated basis. As of September 30, 2012, the Non-Guarantor Restricted Subsidiaries and the Unrestricted Subsidiaries collectively represented 0.48% of total assets and had $5.8 million of total liabilities on a consolidated basis, including debt and trade payables but excluding intercompany liabilities, all of which would be structurally senior to the Notes.

Any entity that makes a payment under its Note Guarantee will be entitled upon payment in full of all Obligations that are Guaranteed under the Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's *pro rata* portion of such payment based on the respective net assets of all the Guarantors at the time of such payment, determined in accordance with GAAP.

The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance, fraudulent transfer or transfer at undervalue under applicable law. This provision may not be effective to protect the Note Guarantees from being voided under fraudulent transfer law or may reduce or eliminate the Guarantor's obligation to an amount that effectively makes the Note Guarantee worthless. For example, in 2009, the U.S. Bankruptcy Court in the Southern District of Florida in Official Committee of Unsecured Creditors of TOUSA, Inc. v. Citicorp N. Am., Inc. found a savings clause provision in that case to be ineffective and held the guarantees at issue in that case to be fraudulent transfers and voided them in their entirety. If a Note Guarantee were rendered voidable, it could be subordinated by a court to all other Indebtedness (including Guarantees and other contingent liabilities) of the Guarantor, and, depending on the amount of such Indebtedness, a Guarantor's liability on its Note Guarantee could be reduced to zero. See "Risk factors Risks Related to the Notes Federal, state and Canadian fraudulent transfer laws may permit a court to void the notes and/or the guarantees, and, if that occurs, you may not receive any payments on the notes."

The Indenture will provide that each Note Guarantee by a Guarantor will be automatically and unconditionally released and discharged upon:

(1) (a) in the case of a Subsidiary Guarantor, any sale, assignment, transfer, conveyance, exchange or other disposition (by merger, amalgamation, consolidation or otherwise) of the Capital Stock of such Subsidiary Guarantor after which the applicable Subsidiary Guarantor is no longer a Restricted Subsidiary, which sale, assignment, transfer, conveyance, exchange or other disposition is made in compliance with the applicable provisions of the Indenture, including " Repurchase at the Option of Holders Asset Sales" (it being understood that only such portion of the Net Available Cash as is required to be applied on or before the date of such release in accordance with the terms of the Indenture needs to be applied in accordance therewith at such time) and the first paragraph under " Certain Covenants Merger and Consolidation"; *provided* that (x) all the obligations of such Subsidiary Guarantor under all other Indebtedness of the Company and its Restricted Subsidiaries terminate upon consummation of such transaction and (y) any Investment of the Company or any other Subsidiary of the Company (other than any Subsidiary of such Subsidiary Guarantor) in such Subsidiary Guarantor or any Subsidiary of such Subsidiary Guarantor in the form of an Obligation or Preferred Stock is repaid, satisfied, released and discharged in full upon such release;

(b) the proper designation of any Subsidiary Guarantor as an Unrestricted Subsidiary; or

(c) the Company's exercise of its legal defeasance option or, except in the case of a Note Guarantee of any direct or indirect parent of the Company, covenant defeasance option as described under " Defeasance" or the discharge of the

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Company's obligations under the Indenture in accordance with the terms of the Indenture; and

(2) such Guarantor delivering to the U.S. Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction and/or release have been complied with.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, unless the Company has exercised its right to redeem all of the Notes as described under " Optional Redemption," the Company will make an offer to purchase all of the Notes (the "*Change of Control Offer*") at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (the "*Change of Control Payment*") (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date falling on or prior to the date of purchase).

Within 30 days following any Change of Control, unless the Company has exercised its right to redeem all of the Notes as described under " Optional Redemption" or " Tax Redemption," the Company will mail a notice of such Change of Control Offer to each Holder or otherwise give notice in accordance with the applicable procedures of DTC, with a copy to the U.S. Trustee, stating:

(1) that a Change of Control Offer is being made and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for purchase by the Company at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on a record date to receive interest on an interest payment date);

(2) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed) (the "*Change of Control Payment Date*"); and

(3) the procedures determined by the Company, consistent with the Indenture, that a Holder must follow in order to have its Notes repurchased.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes (of $2,000 or larger integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered; and

(3) deliver or cause to be delivered to the U.S. Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company in accordance with the terms of this covenant.

The Paying Agent will promptly pay to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the U.S. Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof.

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However, in the case of global notes, the outstanding principal amount will be reduced to reflect the Change of Control Payment for such Notes.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest to the Change of Control Payment Date will be paid on the relevant interest payment date to the Person in whose name a Note is registered at the close of business on such record date.

The Change of Control provisions described above will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

Prior to making a Change of Control Payment, and as a condition to such payment (1) the requisite holders of each issue of Indebtedness issued under an indenture or other agreement that may be violated by such payment shall have consented to such Change of Control Payment being made and waived the event of default, if any, caused by the Change of Control or (2) the Company will repay all outstanding Indebtedness issued under an indenture or other agreement that may be violated by a Change of Control Payment or the Company will offer to repay all such Indebtedness, make payment to the holders of such Indebtedness that accept such offer and obtain waivers of any event of default arising under the relevant indenture or other agreement from the remaining holders of such Indebtedness. The Company covenants to effect such repayment or obtain such consent prior to making a Change of Control Payment, it being a default of the Change of Control provisions of the Indenture if the Company fails to comply with such covenant.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations described in the Indenture by virtue of the conflict.

The Change of Control provisions described above may deter certain mergers, amalgamations, tender offers and other takeover attempts involving the Company by increasing the capital required to effectuate such transactions. The definition of "Change of Control" includes a disposition of all or substantially all of the property and assets of the Company and its Restricted Subsidiaries taken as a whole to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the property or assets of a Person. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder may require the Company to make an offer to repurchase the Notes as described above. Certain provisions under the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes.

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Asset Sales

The Company will not, and will not permit any of its Restricted Subsidiaries to, cause, make or suffer to exist any Asset Disposition *unless*:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration at least equal to the Fair Market Value (such Fair Market Value to be determined on the date of contractually agreeing to such Asset Disposition) of the shares and assets subject to such Asset Disposition;

(2) at least 75% of the consideration from such Asset Disposition received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents;

(3) if such Asset Disposition involves the disposition of Collateral, (i) the Company (or the Restricted Subsidiary, as the case may be) will comply with the provisions of the Indenture and the Security Documents with respect to such disposed Collateral and (ii) if the consideration received by the Company (or the Restricted Subsidiary, as the case may be) is in the form of assets pursuant to clause (2) above, the Company shall, or cause such Restricted Subsidiary to, take such action as may be reasonably necessary to cause such assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in the Indenture and the Security Documents; and

(4) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company or such Restricted Subsidiary, as the case may be, within 365 days from the later of the date of such Asset Disposition or the receipt of such Net Available Cash, as follows:

(a) to permanently reduce (and permanently reduce commitments with respect thereto) Secured Indebtedness of the Company (other than any Disqualified Stock or Subordinated Obligations) or Secured Indebtedness of a Restricted Subsidiary (other than any Disqualified Stock or Guarantor Subordinated Obligations), in each case other than Indebtedness owed to the Company or an Affiliate of the Company;

(b) to the extent such Net Cash Proceeds resulted from an Asset Disposition consisting of property or other assets that were not Collateral, to permanently reduce obligations under other Indebtedness of the Company (other than any Disqualified Stock or Subordinated Obligations) or Indebtedness of a Restricted Subsidiary (other than any Disqualified Stock or Guarantor Subordinated Obligations), in each case other than Indebtedness owed to the Company or an Affiliate of the Company;

provided that in the case of both clauses (a) and (b) above the Company shall equally and ratably reduce Obligations under the Notes as provided under " Optional Redemption," through open market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest on the amount of Notes that would otherwise be prepaid;

(c) to invest in Additional Assets; or

(d) a combination of prepayments and investments permitted by the foregoing clauses (a) through (c);

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provided that pending the final application of any such Net Available Cash in accordance with clause (a), (b), (c) or (d) above, the Company and its Restricted Subsidiaries may temporarily reduce Indebtedness (including under a Revolving Credit Facility) or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture (*provided* that once the aggregate Net Available Cash from Asset Sales since the Issue Date exceeds $50.0 million for so long as such Net Available Cash is retained by the Company or any Restricted Subsidiary such cash shall be maintained in a deposit account that is subject to a perfected first priority security interest in favor of the Collateral Agents for the benefit of the Holders of the Notes); *provided*, *further*, that in the case of clause (c), a binding commitment to invest in Additional Assets shall be treated as a permitted application of the Net Available Cash from the date of such commitment so long as the Company or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Available Cash is applied in connection therewith, the Company or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination, it being understood that if a Second Commitment is later cancelled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash shall constitute Excess Proceeds.

For the purposes of clause (2) above and for no other purpose, the following will be deemed to be cash:

(1) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes or the Note Guarantees) that are assumed by the transferee of any such assets and from which the Company and all Restricted Subsidiaries have been validly released by all creditors in writing;

(2) any securities, notes or other obligations received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of such Asset Disposition;

(3) any Designated Non-cash Consideration received by the Company or any Restricted Subsidiary in such Asset Disposition having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (3) that is at that time outstanding, not to exceed the greater of $50.0 million and 2.0% of Total Tangible Assets at the time of the receipt of such Designated Non-cash Consideration (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value).

Any Net Available Cash from Asset Dispositions that is not applied or invested as provided in the preceding paragraph will be deemed to constitute "*Excess Proceeds*." On the 366th day after an Asset Disposition, if the aggregate amount of Excess Proceeds exceeds $25.0 million, the Company will be required to make an offer ("*Asset Disposition Offer*") to all Holders and (x) in the case of Net Available Cash from Collateral, to the holders of any other Permitted Additional Pari Passu Obligations containing provisions similar to those set forth in the Indenture with respect to asset sales or (y) in the case of any other Net Available Cash, to the extent required by the terms of outstanding Pari Passu Indebtedness, to all holders of such Pari Passu Indebtedness, to purchase the maximum aggregate principal amount of Notes and any such Pari Passu Indebtedness that may be purchased out of the Excess Proceeds, in

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each case, at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on a record date to receive interest on the relevant interest payment date), in accordance with the procedures set forth in the Indenture or the agreements governing the Pari Passu Indebtedness, as applicable, in each case in denominations of $2,000 and larger integral multiples of $1,000 in excess thereof. The Company shall commence an Asset Disposition Offer with respect to Excess Proceeds by sending (or otherwise communicating in accordance with the procedures of DTC) the notice required pursuant to the terms of the Indenture, with a copy to the U.S. Trustee. To the extent that the aggregate amount of Notes and Pari Passu Indebtedness validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of Notes surrendered by Holders thereof and other Permitted Additional Pari Passu Obligations (in the case of Net Available Cash from Collateral) and other Pari Passu Indebtedness (in the case of any other Net Available Cash) surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the U.S. Trustee shall select the Notes and the Company will select the Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness to be purchased on a *pro rata* basis on the basis of the aggregate accreted value or principal amount of tendered Notes and Pari Passu Indebtedness. Upon completion of such Asset Disposition Offer, the amount of Excess Proceeds shall be reset at zero.

The Asset Disposition Offer will remain open for a period of 20 Business Days following its commencement, except to the extent that a longer period is required by applicable law (the "*Asset Disposition Offer Period*"). No later than five Business Days after the termination of the Asset Disposition Offer Period (the "*Asset Disposition Purchase Date*"), the Company will apply all Excess Proceeds to the purchase of the aggregate principal amount of Notes and, if applicable, Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness (on a *pro rata* basis, if applicable) required to be purchased pursuant to this covenant (the "*Asset Disposition Offer Amount*") or, if less than the Asset Disposition Offer Amount of Notes (and, if applicable, Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness) has been so validly tendered, all Notes and Pari Passu Indebtedness validly tendered in response to the Asset Disposition Offer. Payment for any Notes so purchased will be made in the same manner as interest payments are made.

If the Asset Disposition Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest to the Asset Disposition Purchase Date will be paid to the Person in whose name a Note is registered at the close of business on such record date.

On or before the Asset Disposition Purchase Date, the Company will, to the extent lawful, accept for payment, on a *pro rata* basis to the extent necessary, the Asset Disposition Offer Amount of Notes and Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness or portions thereof validly tendered and not properly withdrawn pursuant to the Asset Disposition Offer, or if less than the Asset Disposition Offer Amount has been validly tendered and not properly withdrawn, all Notes and Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness so tendered, in the case of the Notes in integral multiples of $1,000; *provided* that if, following repurchase of a portion of a Note, the remaining principal amount of such Note outstanding immediately after such repurchase would be less than $2,000, then the portion of such Note so repurchased shall be reduced so that the remaining principal amount of such Note outstanding immediately after such repurchase is $2,000. The Company will deliver, or cause to be delivered, to the U.S. Trustee the Notes so accepted and an

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Officers' Certificate stating the aggregate principal amount of Notes or portions thereof so accepted and that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this covenant. In addition, the Company will deliver all certificates and notes required, if any, by the agreements governing the Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness. The Paying Agent or the Company, as the case may be, will promptly, but in no event later than five Business Days after termination of the Asset Disposition Offer Period, mail or deliver to each tendering Holder or holder or lender of Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness, as the case may be, an amount equal to the purchase price of the Notes or Pari Passu Indebtedness so validly tendered and not properly withdrawn by such holder or lender, as the case may be, and accepted by the Company for purchase, and the Company will promptly issue a new Note, and the U.S. Trustee, upon delivery of an authentication order from the Company, will authenticate and mail or deliver (or cause to be transferred by book-entry) such new Note to such Holder (it being understood that, notwithstanding anything in the Indenture to the contrary, no Opinion of Counsel or Officers' Certificate will be required for the U.S. Trustee to authenticate and mail or deliver such new Note) in a principal amount equal to any unpurchased portion of the Note surrendered; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. In addition, the Company will take any and all other actions required by the agreements governing the Permitted Additional Pari Passu Obligations or Pari Passu Indebtedness. Any Note not so accepted will be promptly mailed or delivered by the Company to the Holder thereof. The Company will publicly announce the results of the Asset Disposition Offer on the Asset Disposition Purchase Date.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to an Asset Disposition Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by virtue of any conflict.

Events of Loss

In the event of an Event of Loss resulting in the payment to the Company or Restricted Subsidiary of Net Loss Proceeds in excess of $25.0 million, the Company or the affected Restricted Subsidiary, as the case may be, may apply the Net Loss Proceeds from such Event of Loss to the rebuilding, repair, replacement or construction of improvements to the property affected by such Event of Loss (the "*Subject Property*"), with no concurrent obligation to offer to purchase any of the Notes; *provided*, *however*, that the Company delivers to the U.S. Trustee within 90 days of such payment to the Company or any Restricted Subsidiary of Net Loss Proceeds an Officers' Certificate certifying that the Company has applied (or will apply in accordance with anticipated contractual obligations relating to such rebuilding, repair, replacement or construction) the Net Loss Proceeds or other sources in accordance with this sentence.

Any Net Loss Proceeds that are not reinvested or not permitted to be reinvested as provided in the first sentence of this covenant will be deemed "*Excess Loss Proceeds*." When the aggregate amount of Excess Loss Proceeds exceeds $25.0 million, the Company will make an offer (an "*Event of Loss Offer*") to all Holders and to the holders of any other Permitted Additional Pari Passu Obligations containing provisions similar to those set forth in the Indenture with respect to events of loss to purchase or repurchase the Notes and such other Permitted Additional Pari Passu Obligations with the proceeds from the Event of Loss in an

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amount equal to the maximum principal amount of Notes and such other Permitted Additional Pari Passu Obligations that may be purchased out the Excess Loss Proceeds. The offer price in any Event of Loss Offer will be equal to 100% of the principal amount plus accrued and unpaid interest if any, to the date of purchase, and will be payable in cash. If any Excess Loss Proceeds remain after consummation of an Event of Loss Offer, the Company may use such Excess Loss Proceeds for any purpose not otherwise prohibited by the Indenture and the Security Documents and such remaining amount shall not be added to any subsequent Excess Loss Proceeds for any purpose under the Indenture; *provided* that any remaining Excess Loss Proceeds shall remain subject to the Lien of the Security Documents. If the aggregate principal amount of Notes and other Permitted Additional Pari Passu Obligations tendered pursuant to an Event of Loss Offer exceeds the Excess Loss Proceeds, the U.S. Trustee will select the Notes and the Company or its agent shall select such other Permitted Additional Part Passu Obligations to be purchased on a *pro rata* basis based on the principal amount tendered.

The Event of Loss Offer will remain open for a period of 20 Business Days following its commencement, except to the extent that a longer period is required by applicable law (the "*Event of Loss Offer Period*"). No later than five Business Days after the termination of the Event of Loss Offer Period (the "*Event of Loss Purchase Date*"), the Company will apply all Excess Proceeds to the purchase of the aggregate principal amount of Notes and, if applicable, Permitted Additional Pari Passu Obligations (on a *pro rata* basis, if applicable) required to be purchased pursuant to this covenant (the "*Asset Disposition Offer Amount*") or, if less than the Event of Loss Offer Amount of Notes (and, if applicable, Permitted Additional Pari Passu Obligations) has been so validly tendered, all Notes and Permitted Additional Pari Passu Obligations validly tendered in response to the Event of Loss Offer. Payment for any Notes so purchased will be made in the same manner as interest payments are made.

If the Event of Loss Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest to the Event of Loss Purchase Date will be paid to the Person in whose name a Note is registered at the close of business on such record date.

On or before the Event of Loss Purchase Date, the Company will, to the extent lawful, accept for payment, on a *pro rata* basis to the extent necessary, the Event of Loss Offer Amount of Notes and Permitted Additional Pari Passu Obligations or portions thereof validly tendered and not properly withdrawn pursuant to the Event of Loss Offer, or if less than the Event of Loss Offer Amount has been validly tendered and not properly withdrawn, all Notes and Permitted Additional Pari Passu Obligations so tendered, in the case of the Notes in integral multiples of $1,000; *provided* that if, following repurchase of a portion of a Note, the remaining principal amount of such Note outstanding immediately after such repurchase would be less than $2,000, then the portion of such Note so repurchased shall be reduced so that the remaining principal amount of such Note outstanding immediately after such repurchase is $2,000. The Company will deliver, or cause to be delivered, to the U.S. Trustee the Notes so accepted and an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof so accepted and that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this covenant. In addition, the Company will deliver all certificates and notes required, if any, by the agreements governing the Permitted Additional Pari Passu Obligations. The Paying Agent or the Company, as the case may be, will promptly, but in no event later than five Business Days after termination of the Event of Loss Offer Period, mail or deliver to each tendering Holder or holder or lender of Permitted Additional Pari Passu Obligations, as the case may be, an amount equal to the purchase price of the Notes or Permitted Additional Pari Passu Obligations so validly tendered

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and not properly withdrawn by such holder or lender, as the case may be, and accepted by the Company for purchase, and the Company will promptly issue a new Note, and the U.S. Trustee, upon delivery of an authentication order from the Company, will authenticate and mail or deliver (or cause to be transferred by book-entry) such new Note to such Holder (it being understood that, notwithstanding anything in the Indenture to the contrary, no Opinion of Counsel or Officers' Certificate will be required for the U.S. Trustee to authenticate and mail or deliver such new Note) in a principal amount equal to any unpurchased portion of the Note surrendered; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. In addition, the Company will take any and all other actions required by the agreements governing the Permitted Additional Pari Passu Obligations. Any Note not so accepted will be promptly mailed or delivered by the Company to the Holder thereof. The Company will publicly announce the results of the Event of Loss Offer on the Event of Loss Purchase Date.

The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to an Event of Loss Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Indenture by virtue of any conflict.

Certain Covenants

Effectiveness of Covenants

Following the first day:

(a) the Notes have an Investment Grade Rating from both of the Rating Agencies; and

(b) no Default has occurred and is continuing under the Indenture,

the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture summarized under the headings below:

" Repurchase at the Option of Holders Asset Sales,"

" Limitation on Indebtedness,"

" Limitation on Restricted Payments,"

" Limitation on Restrictions on Distributions from Restricted Subsidiaries,"

" Limitation on Affiliate Transactions,"

Clause (4) of the first paragraph of " Merger and Consolidation" and

Future guarantors

(collectively, the "*Suspended Covenants*"). If at any time the Notes' credit rating is downgraded from an Investment Grade Rating by any Rating Agency or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended (the "*Reinstatement Date*") and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes subsequently attain an Investment Grade Rating and no Default or Event of Default is in existence (in which event the Suspended Covenants shall no longer be in effect for such time that the Notes maintain an Investment Grade Rating and no Default or

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Event of Default is in existence); *provided*, *however*, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture, the Notes or the Guarantees with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reinstatement Date is referred to as the "*Suspension Period*."

On the Reinstatement Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to the first paragraph of " Limitation on Indebtedness" or one of the clauses set forth in the second paragraph of " Limitation on Indebtedness" (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reinstatement Date and after giving effect to Indebtedness Incurred prior to the Suspension Period and outstanding on the Reinstatement Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to the first or second paragraph of " Limitation on Indebtedness," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified under clause (3) of the second paragraph of " Limitation on Indebtedness." Calculations made after the Reinstatement Date of the amount available to be made as Restricted Payments under " Limitation on Restricted Payments" will be made as though the covenant described under " Limitation on Restricted Payments" had been in effect since the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of " Limitation on Restricted Payments."

During any period when the Suspended Covenants are suspended, the Board of Directors of the Company may not designate any of the Company's Subsidiaries as Unrestricted Subsidiaries pursuant to the Indenture.

The Company will provide an Officers' Certificate to the U.S. Trustee upon the occurrence of any suspension of the Suspended Covenants or the subsequent reinstatement of such Suspended Covenants.

Limitation on Indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness); *provided*, *however*, that the Company and the Subsidiary Guarantors may Incur Indebtedness if on the date thereof and after giving effect thereto on a *pro forma* basis:

(1) the Consolidated Coverage Ratio for the Company and its Restricted Subsidiaries is at least 2.00 to 1.00; and

(2) no Default or Event of Default will have occurred or be continuing or would occur as a consequence of Incurring the Indebtedness or entering into the transactions relating to such Incurrence.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Company or any Subsidiary Guarantor in an aggregate principal amount not to exceed $50.0 million, which may be Incurred under a Revolving Credit Facility and the issuance and creation of letters of credit and bankers' acceptances thereunder (with bankers' acceptances being deemed to have a principal amount equal to the face amount thereof);

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(2) Indebtedness represented by the Notes issued on the Issue Date and Additional Notes in an aggregate principal amount not to exceed $50.0 million (including any Note Guarantee);

(3) Indebtedness of the Company and its Restricted Subsidiaries in existence on the Issue Date (other than Indebtedness described in clauses (1), (2), (4), (5), (7), (9), (10), (11) and (12) of this paragraph);

(4) Guarantees by (a) the Company or Subsidiary Guarantors of Indebtedness permitted to be Incurred by the Company or a Subsidiary Guarantor in accordance with the provisions of the Indenture; *provided* that in the event such Indebtedness that is being Guaranteed is a Subordinated Obligation or a Guarantor Subordinated Obligation, then the related Guarantee shall be subordinated in right of payment to the Notes or the Note Guarantee, as the case may be, (b) Non-Guarantor Restricted Subsidiaries of Indebtedness Incurred by Non-Guarantor Restricted Subsidiaries in accordance with the provisions of the Indenture and (c) the Company or any Restricted Subsidiary of Indebtedness Incurred by an Unrestricted Subsidiary; *provided* that, in the case of Guarantees under this clause (c), such Guarantee is permitted as an Investment pursuant to the second paragraph of the covenant described under " Limitation on Restricted Payments" or the definition of "Permitted Investments";

(5) Indebtedness of the Company owing to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owing to and held by the Company or any other Restricted Subsidiary; *provided*, *however*,

(a) if the Company is the obligor on Indebtedness owing to a Non-Guarantor Restricted Subsidiary, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Notes;

(b) if a Subsidiary Guarantor is the obligor on such Indebtedness and a Non-Guarantor Restricted Subsidiary is the obligee, such Indebtedness is expressly subordinated in right of payment to the Note Guarantee of such Subsidiary Guarantor; and

(c) (i) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being beneficially held by a Person other than the Company or a Restricted Subsidiary of the Company; and

(ii) any sale or other transfer of any such Indebtedness to a Person other than the Company or a Restricted Subsidiary of the Company

shall be deemed, in each case under this clause (5)(c), to constitute an Incurrence of such Indebtedness by the Company or such Subsidiary, as the case may be;

(6) Indebtedness of (x) any Person Incurred and outstanding on the date on which such Person became a Restricted Subsidiary or was acquired by, or merged or amalgamated into, the Company or any Restricted Subsidiary or (y) such Persons or the Company or any Restricted Subsidiary Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company or (B) otherwise in connection with, or in contemplation of, such acquisition; *provided*, *however*, in each case set forth in clause (x) or (y), that at the time such Person is acquired or such Indebtedness was Incurred, either

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(a) the Company would have been able to Incur $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant after giving effect to the Incurrence of such Indebtedness pursuant to this clause (6); or

(b) the Consolidated Coverage Ratio of the Company and its Restricted Subsidiaries would have been higher than such ratio immediately prior to such acquisition, merger or amalgamation and such ratio would have been at least 1.75 to 1.00, in each case after giving effect to the Incurrence of such Indebtedness pursuant to this clause (6);

(7) Indebtedness under Hedging Obligations that are Incurred in the ordinary course of business (and not for speculative purposes);

(8) Indebtedness (including Capitalized Lease Obligations) of the Company or a Restricted Subsidiary Incurred to finance the purchase, lease, construction or improvement of any property, plant or equipment used or to be used in the business of the Company or such Restricted Subsidiary through the direct purchase of such property, plant or equipment, and any Indebtedness of a Restricted Subsidiary which serves to refund or refinance any Indebtedness Incurred pursuant to this clause (8), in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (8) and then outstanding, will not exceed the greater of (x) $75.0 million and (y) 3.0% of Total Tangible Assets at any time outstanding;

(9) Indebtedness (including Capitalized Lease Obligations) Incurred pursuant to the Caterpillar Equipment Financing Agreement and other Indebtedness of the type described in clause (8) above, which, together with Indebtedness outstanding under the Caterpillar Equipment Financing Agreement, does not exceed the aggregate principal amount of Indebtedness permitted to be Incurred under the Caterpillar Equipment Financing Agreement on the Issue Date;

(10) Indebtedness Incurred by the Company or its Restricted Subsidiaries in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability or other insurance, self-insurance obligations, performance, bid, surety, appeal, reclamation, remediation and similar bonds, letters of credit and completion Guarantees (not for borrowed money) provided in the ordinary course of business;

(11) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the disposition of any business or assets of the Company or any business, assets or Capital Stock of a Restricted Subsidiary, other than Guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition; *provided* that:

(a) the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds, including non-cash proceeds (the Fair Market Value of such non-cash proceeds being measured at the time received and without giving effect to subsequent changes in value) actually received by the Company and its Restricted Subsidiaries in connection with such disposition; and

(b) such Indebtedness is not reflected on the balance sheet of the Company or any of its Restricted Subsidiaries (contingent obligations referred to in a footnote to

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financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on such balance sheet for purposes of this clause (11));

(12) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of Incurrence;

(13) Indebtedness consisting of unpaid insurance premiums owed to any Person providing property, casualty, liability or other insurance to the Company or any Restricted Subsidiary in any fiscal year, pursuant to reimbursement or indemnification obligations to such Person; *provided* that such Indebtedness is incurred only to defer the cost of such unpaid insurance premiums for such fiscal year and is outstanding only during such fiscal year;

(14) Indebtedness of the Company, to the extent the net proceeds thereof are substantially concurrently (a) used to purchase Notes tendered in connection with a Change of Control Offer or (b) deposited to defease the Notes as described under "Defeasance" or "Satisfaction and Discharge";

(15) the Incurrence or issuance by the Company or any of its Restricted Subsidiaries of Refinancing Indebtedness that serves to refund or refinance any Indebtedness Incurred as permitted under the first paragraph of this covenant and clauses (2), (3) and (6), this clause (15) of the second paragraph of this covenant, or any Indebtedness issued to so refund or refinance such Indebtedness, including additional Indebtedness Incurred to pay premiums (including reasonable, as determined in good faith by the Company, tender premiums), defeasance costs, accrued interest and fees and expenses in connection therewith; and

(16) in addition to the items referred to in clauses (1) through (15) above, Indebtedness of the Company and its Restricted Subsidiaries in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (16) and then outstanding, will not exceed the greater of (x) $100.0 million and (y) 4.0% of Total Tangible Assets at any time outstanding.

The Company will not Incur any Indebtedness under the preceding paragraph if the proceeds thereof are used, directly or indirectly, to refinance any Subordinated Obligations of the Company unless such Indebtedness will be subordinated to the Notes to at least the same extent as such Subordinated Obligations. No Subsidiary Guarantor will Incur any Indebtedness under the preceding paragraph if the proceeds thereof are used, directly or indirectly, to refinance any Guarantor Subordinated Obligations of such Subsidiary Guarantor unless such Indebtedness will be subordinated to the obligations of such Subsidiary Guarantor under its Note Guarantee to at least the same extent as such Guarantor Subordinated Obligations. No Restricted Subsidiary (other than a Subsidiary Guarantor) may Incur any Indebtedness if the proceeds are used to refinance Indebtedness of the Company or a Subsidiary Guarantor.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in the second paragraph of this covenant, the Company, in its sole discretion, will classify such item of Indebtedness on the date of Incurrence and may later classify such item of Indebtedness in any manner that complies with the second

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paragraph of this covenant and only be required to include the amount and type of such Indebtedness in one of such clauses under the second paragraph of this covenant;

(2) Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(3) if obligations in respect of letters of credit are Incurred pursuant to a Revolving Credit Facility and are being treated as Incurred pursuant to clause (1) of the second paragraph above and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(4) the principal amount of any Disqualified Stock of the Company or a Restricted Subsidiary, or Preferred Stock of a Non-Guarantor Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(5) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness;

(6) the principal amount of any Indebtedness outstanding in connection with a securitization transaction or series of securitization transactions is the amount of obligations outstanding under the legal documents entered into as part of such transaction that would be characterized as principal if such transaction were structured as a secured lending transaction rather than as a purchase relating to such transaction; and

(7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined in accordance with GAAP.

Accrual of interest, accrual of dividends, the accretion of accreted value, the amortization of debt discount, the payment of interest in the form of additional Indebtedness and the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant. The amount of any Indebtedness outstanding as of any date shall be (i) the accreted value thereof in the case of any Indebtedness issued with original issue discount or the aggregate principal amount outstanding in the case of Indebtedness issued with interest payable in kind and (ii) the principal amount or liquidation preference thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

In addition, the Company will not permit any of its Unrestricted Subsidiaries to Incur any Indebtedness or issue any shares of Disqualified Stock, other than Non-Recourse Debt, except to the extent permitted under clause (4)(c) of the second paragraph of this " Limitation on Indebtedness" covenant. If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this " Limitation on Indebtedness" covenant, the Company shall be in Default of this covenant).

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term

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Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided* that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution (whether made in cash, securities or other property) on or in respect of its or any of its Restricted Subsidiaries' Capital Stock (including any payment in connection with any merger, amalgamation or consolidation involving the Company or any of its Restricted Subsidiaries) other than:

(a) dividends or distributions payable solely in Capital Stock of the Company (other than Disqualified Stock); and

(b) dividends or distributions by a Restricted Subsidiary, so long as, in the case of any dividend or distribution payable on or in respect of any Capital Stock issued by a Restricted Subsidiary that is not a Wholly Owned Subsidiary, the Company or the Restricted Subsidiary holding such Capital Stock receives at least its *pro rata* share of such dividend or distribution;

(2) purchase, redeem, retire or otherwise acquire for value, including in connection with any merger, amalgamation or consolidation, any Capital Stock of the Company or any direct or indirect parent of the Company held by Persons other than the Company or a Restricted Subsidiary (other than in exchange for Capital Stock of the Company (other than Disqualified Stock));

(3) make any principal payment on, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to any scheduled repayment, scheduled sinking fund payment or scheduled maturity, any Subordinated Obligations or Guarantor Subordinated Obligations, other than:

(a) Indebtedness of the Company owing to and held by any Subsidiary Guarantor or Indebtedness of a Subsidiary Guarantor owing to and held by the Company or any other Subsidiary Guarantor permitted under clause (5) of the second paragraph of the covenant " Limitation on Indebtedness"; or

(b) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations or Guarantor Subordinated Obligations of any Subsidiary Guarantor purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement; or

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(4) make any Restricted Investment

(all such payments and other actions referred to in clauses (1) through (4) (other than any exception thereto) shall be referred to as a "*Restricted Payment*"),

unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default shall have occurred and be continuing (or would result therefrom);

(b) immediately after giving effect to such transaction on a *pro forma* basis, the Company could Incur $1.00 of additional Indebtedness under the provisions of the first paragraph of the " Limitation on Indebtedness" covenant; and

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made subsequent to the Issue Date (excluding Restricted Payments made pursuant to clauses (1), (2), (3), (7), (8), (9), (12), (13), (14) and (15) of the next succeeding paragraph) would not exceed the sum of (without duplication):

(i) 50% of Consolidated Net Income for the period (treated as one accounting period) from the Issue Date to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which financial statements are available (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit); *plus*

(ii) 100% of the aggregate Net Cash Proceeds received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) or other capital contributions subsequent to the Issue Date, other than:

(x) Net Cash Proceeds received from an issuance or sale of such Capital Stock to a Subsidiary of the Company or to an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination; and

(y) Net Cash Proceeds received by the Company from the issue and sale of its Capital Stock or capital contributions to the extent applied to redeem Notes in compliance with the provisions set forth under the second paragraph of " Optional redemption"*plus*

(iii) the amount by which Indebtedness of the Company or its Restricted Subsidiaries is reduced on the Company's consolidated balance sheet upon the conversion or exchange (other than debt held by a Subsidiary of the Company) subsequent to the Issue Date of any Indebtedness of the Company or its Restricted Subsidiaries convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company (less the amount of any cash, or the Fair Market Value of any other property, distributed by the Company upon such conversion or exchange); *plus*

(iv) the amount equal to the net reduction in Restricted Investments made by the Company or any of its Restricted Subsidiaries in any Person resulting from:

(x) repurchases or redemptions of such Restricted Investments by such Person, proceeds realized upon the sale of such Restricted Investment to an unaffiliated purchaser, repayments of loans or advances or other transfers of assets (including by way of dividend or distribution) by such Person to the Company or any Restricted Subsidiary (other than for reimbursement of tax payments); or

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(y) the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries or the merger, amalgamation or consolidation of an Unrestricted Subsidiary with and into the Company or any of its Restricted Subsidiaries (valued in each case as provided in the definition of "Investment") not to exceed the amount of Investments previously made by the Company or any Restricted Subsidiary in such Unrestricted Subsidiary,

which amount in each case under this clause (iv) was included in the calculation of the amount of Restricted Payments; *provided*, *however*, that no amount will be included under this clause (iv) to the extent it is already included in Consolidated Net Income.

The provisions of the preceding paragraph will not prohibit:

(1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock, Disqualified Stock or Subordinated Obligations of the Company or Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary or an employee stock ownership plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination); *provided*, *however*, that the Net Cash Proceeds from such sale of Capital Stock will be excluded from clause (c)(ii) of the preceding paragraph;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Company or Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Obligations of the Company or any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Guarantor Subordinated Obligations of any Subsidiary Guarantor made by exchange for or out of the proceeds of the substantially concurrent sale of Guarantor Subordinated Obligations of a Subsidiary Guarantor, so long as such refinancing Subordinated Obligations or Guarantor Subordinated Obligations are permitted to be Incurred pursuant to the covenant described under " Limitation on Indebtedness" and constitute Refinancing Indebtedness;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Disqualified Stock of the Company or such Restricted Subsidiary, as the case may be, so long as such refinancing Disqualified Stock is permitted to be Incurred pursuant to the covenant described under " Limitation on Indebtedness" and constitutes Refinancing Indebtedness;

(4) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation (a) at a purchase price not greater than 101% of the principal amount of such Subordinated Obligation in the event of a Change of Control in accordance with provisions similar to the " Repurchase at the Option of Holders Change of Control" Covenant or (b) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to the " Repurchase at the Option of Holders Asset Sales" covenant*provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Company has made the Change of Control Offer or Asset

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Disposition Offer, as applicable, as provided in such covenant with respect to the Notes and has completed the repurchase or redemption of all Notes validly tendered for payment in connection with such Change of Control Offer or Asset Disposition Offer;

(5) any purchase or redemption of Subordinated Obligations or Guarantor Subordinated Obligations from Net Available Cash to the extent permitted under " Repurchase at the Option of Holders Asset Sales";

(6) dividends paid within 60 days after the date of declaration if at such date of declaration such dividend would have complied with this provision;

(7) the purchase, redemption or other acquisition, cancellation or retirement for value of Capital Stock or equity appreciation rights of the Company or any direct or indirect parent of the Company held by any existing or former employees or management of the Company or any Subsidiary of the Company or their assigns, estates or heirs, in each case in connection with the repurchase provisions under employee stock option or stock purchase agreements or other agreements to compensate management employees approved by the Board of Directors of the Company; *provided* that such Capital Stock or equity appreciation rights were received for services related to, or for the benefit of, the Company and its Restricted Subsidiaries; and *provided*, *further*, that such redemptions or repurchases pursuant to this clause will not exceed $10.0 million in the aggregate during any calendar year, although such amount in any calendar year may be increased by an amount not to exceed:

(a) the Net Cash Proceeds from the sale of Capital Stock (other than Disqualified Stock) of the Company and, to the extent contributed to the Company, Capital Stock of any of the Company's direct or indirect parent companies, in each case to existing or former employees or members of management of the Company, any of its Subsidiaries or any of its direct or indirect parent companies that occurs after the Issue Date, to the extent the Net Cash Proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments (*provided* that the Net Cash Proceeds from such sales or contributions will be excluded from clause (c)(ii) of the preceding paragraph); *plus*

(b) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries after the Issue Date; *less*

(c) the amount of any Restricted Payments previously made with the Net Cash Proceeds described in clauses (a) and (b) of this clause (7);

(8) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Company issued in accordance with the terms of the Indenture to the extent such dividends are included in the definition of "Consolidated Interest Expense";

(9) repurchases of Capital Stock deemed to occur upon the exercise of stock options, warrants, other rights to purchase Capital Stock or other convertible or exchangeable securities if such Capital Stock represents a portion of the exercise price thereof, or cash payments, in lieu of issuance of fractional shares, in connection with the exercise of stock options, warrants, other rights to purchase Capital Stock or other convertible or exchangeable securities;

(10) the declaration and payment of quarterly dividends on all classes of the Company's Common Stock in an amount not to exceed $15.0 million in the aggregate for any fiscal year; *provided* that at the time of determination of such dividend, (a) the

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Company is able to Incur at least an additional $1.00 of Indebtedness pursuant to the Consolidated Coverage Ratio test set forth in the first paragraph of the covenant described under the caption " Limitation on Indebtedness" and (b) no Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(11) any payment of cash by the Company or any Subsidiary issuer to a holder of Convertible Notes upon conversion or exchange of such Convertible Notes, and entry into or any payment in connection with any termination of any Permitted Bond Hedge or any Permitted Warrant;

(12) the declaration and payment of cash dividends, distributions, loans or other transfers by the Company to New Parent in amounts required for New Parent to pay, in each case without duplication:

(a) consolidated, combined, unitary or similar foreign, federal, state and/or local income taxes, to the extent such income taxes are attributable to the income of the Company and its Restricted Subsidiaries and, to the extent of the amount actually received from the Company's Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries; *provided* that in each case the amount of such payments in any fiscal year does not exceed the amount that the Company and its Restricted Subsidiaries (and, to the extent described above, its Unrestricted Subsidiaries) would have been required to pay in respect of such foreign, federal, state and/or local taxes for such fiscal year were the Company, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent described above) required to pay such taxes separately from any such parent entity;

(b) fees and expenses (including franchise or similar taxes) required to maintain the corporate existence, customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers and employees of any direct or indirect parent of the Company, if applicable, and general corporate overhead expenses of any direct or indirect parent of the Company, in each case to the extent such fees and expenses are attributable to the ownership or operation of the Company, if applicable, and its Restricted Subsidiaries; *provided* that for so long as such direct or indirect parent owns no assets other than the Capital Stock in the Company or another direct or indirect parent of the Company, such fees and expenses shall be deemed for purposes of this clause (12) to be so attributable to such ownership or operation;

(13) cash payments made in respect of any warrants of the Company or any Restricted Subsidiary, which warrants and cash payments are consideration for any Investment made pursuant to clause (2) of the definition of "Permitted Investment";

(14) payments or distributions to holders of the Capital Stock of the Company pursuant to appraisal rights required under applicable law in connection with any merger, amalgamation, consolidation or sale, assignment, conveyance, transfer, lease or other disposition of assets that complies with the covenant described under " Merger and Consolidation," which payments are consideration for any Investment made pursuant to clause (2) of the definition of "Permitted Investment"; and

(15) other Restricted Payments in an aggregate amount, when taken together with all other Restricted Payments made pursuant to this clause (15) (as reduced by the amount of capital returned from any such Restricted Payments that constituted Restricted Investments in the form of cash and Cash Equivalents (exclusive of items reflected in Consolidated Net Income)) not to exceed $40.0 million.

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provided, *however*, that at the time of and after giving effect to, any Restricted Payment permitted under clauses (5), (7), (8), (10) and (15), no Default shall have occurred and be continuing or would occur as a consequence thereof.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of such Restricted Payment of the assets or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment; *provided* that such determination of Fair Market Value shall be based upon an opinion or appraisal issued by an Independent Financial Advisor if such Fair Market Value is estimated in good faith by the Board of Directors of the Company or an authorized committee thereof to exceed $50.0 million. The amount of all Restricted Payments paid in cash shall be its face amount. Not later than the date of making any Restricted Payment, the Company shall deliver to the U.S. Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by the covenant " Limitation on Restricted Payments" were computed, together with a copy of any fairness opinion or appraisal required by the Indenture.

As of the Issue Date, all of the Company's Subsidiaries will be Restricted Subsidiaries, other than Highlands Ranch, LLC, Howards Pass General Partner Corp., Howards Pass Metals Limited Partnership, Maze Lake General Partner Corp., Maze Lake Metals Limited Partnership and Thompson Creek UK Limited which will be Unrestricted Subsidiaries. The Company will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the definition of "Investment." Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time and if such Subsidiary otherwise meets the definition of "Unrestricted Subsidiary." Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in the Indenture.

Limitation on Liens

The Company will not, and will not permit any of the Restricted Subsidiaries, directly or indirectly, to enter into, create, incur, assume or suffer to exist any Liens of any kind, on or with respect to the Collateral except Permitted Liens. Subject to the immediately preceding sentence, the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, Incur, assume or suffer to exist any Lien (other than Permitted Liens) upon any of its property or assets (including Capital Stock of Subsidiaries), or income or profits therefrom, or assign or convey any right to receive income therefrom other than Collateral, whether owned on the Issue Date or acquired after that date, which Lien is securing any Indebtedness, unless contemporaneously with the Incurrence of such Liens:

(1) in the case of Liens securing Subordinated Obligations or Guarantor Subordinated Obligations, the Notes and related Note Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(2) in all other cases, the Notes and related Note Guarantees are equally and ratably secured or are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens.

Any Lien created for the benefit of Holders pursuant to this covenant shall be automatically and unconditionally released and discharged upon the release and discharge of each of the Liens described in clauses (1) and (2) above.

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Limitation on Sale/Leaseback Transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any Sale/Leaseback Transaction *unless*:

(1) the Company or such Restricted Subsidiary could have Incurred Indebtedness in an amount equal to the Attributable Indebtedness in respect of such Sale/Leaseback Transaction pursuant to the covenant described under " Limitation on Indebtedness";

(2) the Company or such Restricted Subsidiary would be permitted to create a Lien on the property subject to such Sale/Leaseback Transaction under the covenant described under " Limitation on Liens"; and

(3) the Sale/Leaseback Transaction is treated as an Asset Disposition and all of the conditions of the Indenture described under " Repurchase at the Option of Holders Asset Sales" (including the provisions concerning the application of Net Available Cash) are satisfied with respect to such Sale/Leaseback Transaction, treating all of the consideration received in such Sale/Leaseback Transaction as Net Available Cash for purposes of such covenant.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness or other obligations owed to the Company or any Restricted Subsidiary (it being understood that the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on Common Stock shall not be deemed a restriction on the ability to make distributions on Capital Stock);

(2) make any loans or advances to the Company or any Restricted Subsidiary (it being understood that the subordination of loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances); or

(3) sell, lease or transfer any of its property or assets to the Company or any Restricted Subsidiary (it being understood that such transfers shall not include any type of transfer described in clause (1) or (2) above).

The preceding provisions will not prohibit encumbrances or restrictions existing under or by reason of:

(a) contractual encumbrances or restrictions pursuant to the Existing Notes and related documentation and other agreements or instruments in effect at or entered into on the Issue Date;

(b) the Indenture, the Notes and the Note Guarantees;

(c) any agreement or other instrument of a Person acquired by the Company or any of its Restricted Subsidiaries in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its

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Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired (including after-acquired property);

(d) any amendment, restatement, modification, renewal, supplement, refunding, replacement or refinancing of an agreement referred to in clauses (a), (b) or (c) of this paragraph or this clause (d); *provided*, *however*, that such amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, no more restrictive than the encumbrances and restrictions contained the agreements referred to in clauses (a), (b) or (c) of this paragraph on the Issue Date or the date such Restricted Subsidiary became a Restricted Subsidiary or was merged or amalgamated into a Restricted Subsidiary, whichever is applicable;

(e) in the case of clause (3) of the first paragraph of this covenant, Liens permitted to be Incurred under the provisions of the covenant described under " Limitation on Liens" that limit the right of the debtor to dispose of the assets securing such Indebtedness;

(f) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations permitted under the Indenture, in each case that impose encumbrances or restrictions of the nature described in clause (3) of the first paragraph of this covenant on the property so acquired;

(g) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Company pursuant to an agreement that has been entered into for the sale or disposition of all or a portion of the Capital Stock or assets of such Subsidiary;

(h) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(i) any customary provisions in joint venture agreements relating to joint ventures that are not Restricted Subsidiaries and other similar agreements entered into in the ordinary course of business;

(j) any customary provisions in leases, subleases or licenses and other agreements entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(k) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation or order; and

(l) (x) other Indebtedness Incurred or Preferred Stock issued by a Subsidiary Guarantor in accordance with " Limitation on Indebtedness" that, in the good faith judgment of the Board of Directors of the Company, are not more restrictive, taken as a whole, than those restrictions applicable to the Company in the Indenture or the Senior Credit Facility on the Issue Date (which results in encumbrances or restrictions at a Restricted Subsidiary level comparable to those applicable to the Company) or (y) other Indebtedness Incurred or Preferred Stock issued by a Non-Guarantor Restricted Subsidiary, in each case permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under " Limitation on Indebtedness"*provided* that with respect to clause (y), such encumbrances or restrictions will not materially affect the Company's ability to make anticipated principal and interest payments on the Notes (in the good faith judgment of the Board of Directors of the Company).

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Limitation on Affiliate Transactions

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or asset or the rendering of any service) with any Affiliate of the Company (an "*Affiliate Transaction*") involving aggregate consideration in excess of $5.0 million, *unless*:

(1) the terms of such Affiliate Transaction are no less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that could have been obtained by the Company or such Restricted Subsidiary in a comparable transaction at the time of such transaction in arms' length dealings with a Person that is not an Affiliate;

(2) in the event such Affiliate Transaction involves an aggregate consideration in excess of $10.0 million, the terms of such transaction have been approved by a majority of the members of the Board of Directors of the Company and by a majority of the members of such Board of Directors having no personal stake in such transaction, if any (and such majority or majorities, as the case may be, determines that such Affiliate Transaction satisfies the criteria in clause (1) above); and

(3) in the event such Affiliate Transaction involves an aggregate consideration in excess of $50.0 million, the Company has received a written opinion from an Independent Financial Advisor that such Affiliate Transaction is not materially less favorable than those that might reasonably have been obtained in a comparable transaction at the time of such transaction in arms' length dealings with a Person that is not an Affiliate.

The preceding paragraph will not apply to:

(1) any transaction between the Company and a Restricted Subsidiary or between Restricted Subsidiaries and any Guarantees issued by the Company or a Restricted Subsidiary for the benefit of the Company or a Restricted Subsidiary, as the case may be, in accordance with " Limitation on Indebtedness";

(2) any Restricted Payment permitted to be made pursuant to the covenant described under " Limitation on Restricted Payments" and the definition of "Permitted Investments";

(3) any issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or as the funding of, employment agreements and other compensation arrangements, options to purchase Capital Stock of the Company, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits plans and/or indemnity provided on behalf of Officers and employees approved by the Board of Directors of the Company;

(4) the payment of reasonable and customary fees paid to, and indemnity provided on behalf of, directors of the Company or any Restricted Subsidiary;

(5) loans or advances to employees, Officers or directors of the Company or any Restricted Subsidiary in the ordinary course of business, in an aggregate amount not in excess of $2.0 million at any time outstanding (without giving effect to the forgiveness of any such loan);

(6) any agreement as in effect as of the Issue Date, as these agreements may be amended, modified, supplemented, extended or renewed from time to time, so long as any such amendment, modification, supplement, extension or renewal is not more disadvantageous to the Holders in any material respect in the good faith judgment of the

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Board of Directors of the Company, when taken as a whole, than the terms of the agreements in effect on the Issue Date;

(7) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged or amalgamated into the Company or a Restricted Subsidiary; *provided* that such agreement was not entered into in contemplation of such acquisition, merger or amalgamation, and any amendment thereto (so long as any such amendment is not disadvantageous to the Holders in the good faith judgment of the Board of Directors of the Company, when taken as a whole, as compared to the applicable agreement as in effect on the date of such acquisition, merger or amalgamation);

(8) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services, in each case in the ordinary course of the business of the Company and its Restricted Subsidiaries and otherwise in compliance with the terms of the Indenture; *provided* that in the reasonable determination of the members of the Board of Directors or Senior Management of the Company, such transactions are on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that could have been obtained at the time of such transactions in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person;

(9) any issuance or sale of Capital Stock (other than Disqualified Stock) to Affiliates of the Company and the granting of registration and other customary rights in connection therewith; and

(10) transactions in which the Company or any Restricted Subsidiary delivers to the U.S. Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable than those that might reasonably have been obtained by the Company or such Restricted Subsidiary in a comparable transaction at such time on an arms' length basis from a Person that is not an Affiliate.

Reports

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Company will file with the SEC within the time periods set forth below:

(1) within 90 days after the end of each fiscal year, all financial information that would be required to be contained in an annual report on Form 10-K, or any successor or comparable form, filed with the SEC, including a "Management's discussion and analysis of financial condition and results of operations" section and a report on the annual financial statements by the Company's independent registered public accounting firm;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, all financial information that would be required to be contained in a quarterly report on Form 10-Q, or any successor or comparable form, filed with the SEC, including a "Management's discussion and analysis of financial condition and results of operations" section;

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(3) within the applicable number of days specified in the SEC's rules and regulations, all current reports that would be required to be filed with the SEC on Form 8-K, or any successor or comparable form, if the Company were required to file such reports; and

(4) any other information, documents and other reports that the Company would be required to file with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act, within the time periods specified therein or in the relevant form,

in each case in a manner that complies in all material respects with the requirements specified in such form.

Notwithstanding the foregoing, the Company will not be obligated to file such reports with the SEC if the SEC does not permit such filing, so long as the Company provides such information to the U.S. Trustee and the Holders of the Notes and makes available such information to prospective purchasers of the Notes, in each case at the Company's expense and by the applicable date the Company would be required to file such information pursuant to the preceding paragraph. The requirements set forth in this paragraph may be satisfied by delivering such information to the U.S. Trustee and posting copies of such information on a website (which may be nonpublic and may be maintained by the Company or a third party) to which access will be given to Holders and prospective purchasers of the Notes. The U.S. Trustee shall have no responsibility whatsoever to determine if such information has been posted on the website. The Company also shall comply with the other provisions of Section 314(a) of the Trust Indenture Act. Delivery of such reports, information and documents to the U.S. Trustee hereunder is for informational purposes only, and the U.S. Trustee's receipt of such does not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants (as to which the U.S. Trustee is entitled to rely exclusively on an Officers' Certificate).

In addition, promptly after the date the quarterly and annual financial information for the prior fiscal period have been furnished pursuant to clauses (1) and (2) above, the Company shall also hold live quarterly conference calls with the opportunity to ask questions of management. The Company shall issue a press release to the appropriate U.S. wire services announcing such quarterly conference call for the benefit of the Trustees, the Holders, beneficial owners of the Notes, prospective purchasers of the Notes, securities analysts and market making financial institutions, which press release shall contain the time and the date of such conference call and direct the recipients thereof to contact an individual at the Company (for whom contact information shall be provided in such notice) to obtain information on how to access such quarterly conference call.

If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries and such Unrestricted Subsidiaries, either individually or collectively, would otherwise have been a Significant Subsidiary, then the annual and quarterly financial information required by the preceding paragraph shall include a reasonably detailed presentation, as determined in good faith by Senior Management of the Company, either on the face of the financial statements or in the footnotes to the financial statements and in the "Management's discussion and analysis of financial condition and results of operations" section, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries.

In the event that any direct or indirect parent company of the Company becomes a Guarantor of the Notes, the Company may satisfy its obligations under this covenant to provide consolidated financial information of the Company by furnishing consolidated financial information relating to such parent; *provided* that (a) such financial statements are

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accompanied by consolidating financial information for such parent, the Company, the Restricted Subsidiaries that are Guarantors and the Non-Guarantor Restricted Subsidiaries in the manner prescribed by the SEC and (b) such parent is not engaged in any business in any material respect other than incidental to its ownership, directly or indirectly, of the Capital Stock of the Company.

Notwithstanding the foregoing, in the event that the Company qualifies to report under the U.S./Canadian multijurisdictional disclosure system, such annual reports and such information, documents and other reports will be deemed to refer to those reports required of a Canadian company eligible to use Canadian continuous disclosure filings to satisfy its reporting requirements under such system; *provided* that notwithstanding anything to the contrary permitted by such U.S./Canadian multijurisdictional disclosure system, now or in the future, the reports required of a Canadian company under such system will be deemed to include (1) a reconciliation of such annual reports and such information, documents and other reports to accounting principles generally accepted in the United States, (2) a quarterly balance sheet and (3) a quarterly or annual, as the case may be, "Management's discussion and analysis of financial condition and results of operations" section, substantially in the form that would be required by a U.S. Person subject to this covenant.

Merger and Consolidation

The Company will not consolidate with or merge or amalgamate with or into or wind up into (whether or not the Company is the surviving corporation), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets, in one or more related transactions, to any Person *unless*:

(1) the resulting, surviving or transferee Person (the "*Successor Company*") is a Person (other than an individual) organized and existing under the laws of Canada, any province or territory thereof, or of the United States of America, any state or territory thereof or the District of Columbia;

(2) the Successor Company (if other than the Company) (a) expressly assumes all of the obligations of the Company under the Notes and the Indenture pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the U.S. Trustee and (b) expressly assumes the due and punctual performance of the covenants and obligations of the Company under the Security Documents;

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(4) immediately after giving *pro forma* effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four-quarter period,

(a) the Successor Company would be able to Incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of the " Limitation on indebtedness" covenant; or

(b) the Consolidated Coverage Ratio for the Successor Company and its Restricted Subsidiaries would be greater than such ratio for the Company and its Restricted Subsidiaries immediately prior to such transaction and would be at least 1.75 to 1.00;

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(5) each Guarantor (unless it is the other party to the transactions above, in which case clause (1) of the following paragraph shall apply) shall have by supplemental indenture confirmed that its Note Guarantee shall apply to such Successor Company's obligations under the Indenture and the Notes;

(6) the Company shall have delivered to the U.S. Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, amalgamation, winding up or disposition, and such supplemental indenture, if any, comply with the Indenture;

(7) the Successor Company causes such amendments, supplements or other instruments to be executed, delivered, filed and recorded, as applicable, in such jurisdictions as may be required by applicable law to preserve and protect the Lien of the Security Documents on the Collateral owned by or transferred to the Successor Company;

(8) the Collateral owned by or transferred to the Successor Company shall (a) continue to constitute Collateral under the Indenture and the Security Documents, (b) be subject to the Lien in favor of the Collateral Agents for their benefit and the benefit of the Trustee and the Holders of the Notes, and (c) not be subject to any Lien other than Permitted Liens; and

(9) the property and assets of the Person which is merged, amalgamated or consolidated with or into the Successor Company, to the extent that they are property or assets of the types which would constitute Collateral under the Security Documents, shall be treated as after-acquired property and the Successor Company shall take such action as may be reasonably necessary or proper to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in the Indenture and the Security Documents.

Subject to certain limitations, the Successor Company will succeed to, and be substituted for, the Company under the Indenture, the Notes, the Security Documents and the Note Guarantees. Notwithstanding the clauses (3) and (4) of the preceding paragraph,

(1) any Restricted Subsidiary may consolidate with, merge or amalgamate with or into or transfer all or part of its properties and assets to the Company so long as no Capital Stock of the Restricted Subsidiary is distributed to any Person other than the Company; *provided* that, in the case of a Restricted Subsidiary that merges or amalgamates into the Company, the Company will not be required to comply with clause (6) of the preceding paragraph;

(2) the Company may merge or amalgamate with an Affiliate of the Company solely for the purpose of reincorporating the Company in another province or territory of Canada or in a state or territory of the United States or the District of Columbia, so long as the amount of Indebtedness of the Company and its Restricted Subsidiaries is not increased thereby;

(3) any Non-Guarantor Restricted Subsidiary may consolidate with or merge or amalgamate with or into or transfer all or part of its properties and assets to the Company; and

(4) all of the issued and outstanding Capital Stock of the Company may be exchanged for Capital Stock of the New Parent so long as all of the conditions in the definition of "Permitted Reorganization" are met.

In addition, the Company will not and will not permit any Subsidiary Guarantor to consolidate with or merge or amalgamate with or into or wind up into (whether or not such

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Subsidiary Guarantor is the surviving corporation), or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets, in one or more related transactions, to any Person (other than to the Company or another Subsidiary Guarantor) *unless*:

(1) (a) if such entity remains a Subsidiary Guarantor, the resulting, surviving or transferee Person (the "*Successor Guarantor*") is a Person (other than an individual) organized and existing under the laws of Canada, any province or territory thereof, or of the United States of America, any state or territory thereof or the District of Columbia;

(b) (x) the Successor Guarantor, if other than such Subsidiary Guarantor, expressly assumes all the obligations of such Subsidiary Guarantor under the Indenture, the Notes and its Note Guarantee pursuant to a supplemental indenture or other documents or instruments in form reasonably satisfactory to the U.S. Trustee and (y) the Successor Guarantor, if other than such Subsidiary Guarantor, expressly assumes the due and punctual performance of the covenants and obligations of such Subsidiary Guarantor under the Security Documents;

(c) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(d) the Company will have delivered to the U.S. Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, amalgamation, winding up or disposition and such supplemental indenture (if any) comply with the Indenture;

(2) the Successor Guarantor causes such amendments, supplements or other instruments to be executed, delivered, filed and recorded, as applicable, in such jurisdictions as may be required by applicable law to preserve and protect the Lien of the Security Documents on the Collateral owned by or transferred to the Successor Guarantor;

(3) the Collateral owned by or transferred to the Successor Guarantor shall (a) continue to constitute Collateral under the Indenture and the Security Documents, (b) be subject to the Lien in favor of the Collateral Agents for the benefit of the Trustee and the Holders of the Notes, and (c) not be subject to any Lien other than Permitted Liens; and

(4) the property and assets of the Person which is merged, amalgamated or consolidated with or into the Successor Guarantor, to the extent that they are property or assets of the types which would constitute Collateral under the Security Documents, shall be treated as after-acquired property and the Successor Guarantor shall take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required in the Indenture; and

(5) the transaction is made in compliance with the covenant described under " Repurchase at the Option of Holders Asset Sales" (it being understood that only such portion of the Net Available Cash as is required to be applied on the date of such transaction in accordance with the terms of the Indenture needs to be applied in accordance therewith at such time).

Subject to certain limitations described in the Indenture, the Successor Guarantor will succeed to, and be substituted for, such Subsidiary Guarantor under the Indenture, the Security Documents and the Note Guarantee of such Subsidiary Guarantor.

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Notwithstanding the foregoing, any Subsidiary Guarantor may merge or amalgamate with or into or transfer all or part of its properties and assets to a Subsidiary Guarantor or the Company or merge or amalgamate with or into a Restricted Subsidiary of the Company solely for the purpose of reincorporating the Subsidiary Guarantor in another province or territory of Canada, or in a state or territory of the United States or the District of Columbia, so long as the amount of Indebtedness of such Subsidiary Guarantor and its Restricted Subsidiaries is not increased thereby.

For purposes of this covenant, the sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, will be deemed to be the disposition of all or substantially all of the properties and assets of the Company.

Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

The Company and a Guarantor, as the case may be, will be released from its obligations under the Indenture or the Security Documents and its Note Guarantee, as the case may be, and the Successor Company and the Successor Guarantor, as the case may be, will succeed to, and be substituted for, and may exercise every right and power of, the Company or a Guarantor, as the case may be, under the Indenture, the Notes, the Security Documents and such Note Guarantee; *provided* that, in the case of a lease of all or substantially all its assets, the Company will not be released from the obligation to pay the principal of and interest on the Notes, and a Guarantor will not be released from its obligations under its Note Guarantee or the Security Documents.

Payment of Additional Amounts

All payments made by or on behalf of the Company under or with respect to any Notes (or by or on behalf of any Guarantor under or with respect to any Guarantee of any Notes) will be made free and clear of and without withholding or deduction for or on account of any present or future Taxes, unless the Company, such Guarantor or another applicable withholding agent is required to withhold or deduct any Taxes by law or by the interpretation or administration thereof by the relevant government authority or agency. If the Company, any Guarantor or another applicable withholding agent is so required to withhold or deduct from any payment made under or with respect to the Notes or any Guarantee any amount for or on account of any Taxes imposed under the laws of Canada or any province or territory thereof or by any taxing authority or agency therein or thereof or by or on behalf of any other jurisdiction in which the Company (or any Guarantor) is incorporated, engaged in business or resident for tax purposes or any political subdivision or taxing authority or agency therein or thereof or any jurisdiction from or through which any payment is made by or on behalf of the Company (or any Guarantor) or any political subdivision or authority or agency therein or thereof (each a "*Taxing Jurisdiction*"), the Company (or such Guarantor) will pay to each Holder such additional amounts ("*Additional Amounts*") as may be necessary so that the net amount received by each Beneficial Tax Owner (including Additional Amounts) after such withholding or deduction (including with respect to any such Additional Amounts) will not be less than the amount such Beneficial Tax Owner would have received if such Taxes had not

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been withheld or deducted; *provided*, *however*, no Additional Amounts will be payable to a Holder with respect to:

any Canadian Taxes imposed by reason of the Holder or Beneficial Tax Owner of the Notes being, at the time of the making of the applicable payment: (i) a Person with which the Company (or a relevant Guarantor) does not deal at arm's length for the purposes of the *Income Tax Act* (Canada) or (ii) a "specified shareholder" or a Person dealing not at arm's length with a "specified shareholder" of the Company for the purposes of subsection 18(5) of the *Income Tax Act* (Canada);

any Taxes imposed by reason of the Holder or Beneficial Tax Owner of the Notes being a resident, domiciliary or national of, or engaged in business or maintaining a permanent establishment in or otherwise having some present or former connection with the relevant Taxing Jurisdiction in which such Taxes are imposed otherwise than by the mere acquisition, ownership, holding or disposition of the Notes or the receipt of payments or enforcement of its rights thereunder;

any Taxes imposed by reason of the Holder's or Beneficial Tax Owner of the Notes' failure to comply with any certification, identification, documentation or other reporting requirements that such Holder or Beneficial Tax Owner is legally eligible to comply with, if such compliance is required by law, regulation, administrative practice or an applicable treaty as a precondition to exemption from, or a reduction in the rate of deduction or withholding of, such Taxes; or

any combination of the above items.

The Company (or such Guarantor), if it is the applicable withholding agent, will also:

make such withholding or deduction; and

remit the full amount deducted or withheld to the relevant Taxing Authority in accordance with applicable law.

Upon request, the Company (or such Guarantor), if it is the applicable withholding agent, will furnish to the U.S. Trustee, within 60 days after the date the payment of any Taxes is due pursuant to applicable law, certified copies of tax receipts or other documents evidencing such payment by it.

The Company and each Guarantor will, jointly and severally, indemnify and hold harmless each Holder or Beneficial Tax Owner of the Notes and upon written request reimburse each such Holder or Beneficial Tax Owner of the Notes for the amount (excluding any Additional Amounts that have previously been paid by us) of:

any Taxes so levied or imposed and paid by such Holder or Beneficial Tax Owner as a result of payments made under or with respect to the Notes (or any Guarantee) to the extent that the Holder is entitled to Additional Amounts with respect thereto (or would be entitled to Additional Amounts with respect thereto if such Taxes were subject to deduction or withholding by the Company);

any liability (including penalties, interest, additions to tax and expenses) arising therefrom or with respect thereto; and

any Taxes imposed with respect to any reimbursement in accordance with the preceding two bullet points to the extent that the Holder is entitled to Additional Amounts with respect thereto (or would be entitled to Additional Amounts with respect thereto if such Taxes were subject to deduction or withholding by the Company) and any liability arising therefrom or with respect thereto.

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Wherever in the Indenture or any Guarantee there is mentioned, in any context, the payment of principal (and premium, if any), interest, if any, redemption prices or any other amount payable under or with respect to a Note or any Guarantee, such mention will be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Company will pay when due any present or future stamp, transfer, court or documentary taxes or any other excise or property taxes, charges or similar levies which arise in any Taxing Jurisdiction from the initial execution, delivery or registration of the Notes or any other document or instrument relating thereto or from any payment under or in respect of, or enforcement of, the Notes or any Guarantee ("*Documentary Taxes*").

The Company's and each Guarantor's obligation to make payments of Additional Amounts, any indemnification payment and Documentary Taxes under the terms and conditions described above will survive any termination, defeasance or discharge of the Indenture and any transfer by a Holder or Beneficial Tax Owner of Notes.

Future Guarantors

The Company will cause (a) each Restricted Subsidiary other than Excluded Subsidiaries and (b) the New Parent following the consummation of a Permitted Reorganization to execute and deliver to the Trustees a supplemental indenture to the Indenture pursuant to which such Restricted Subsidiary or New Parent will irrevocably and unconditionally Guarantee, on a joint and several basis, the full and prompt payment of the principal of, premium, if any, and interest in respect of the Notes on a senior basis and all other obligations under the Indenture.

The obligations of each Guarantor will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor (including, without limitation, any Guarantees under the Existing Notes) and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under Canadian federal or provincial law or U.S. federal or state law. The Obligations under the Notes, the Note Guarantees and the Indenture and any Permitted Additional Pari Passu Obligations of any Person that is or becomes a Guarantor after the Issue Date will be secured equally and ratably by a Lien in the Collateral granted to the Collateral Agents for the benefit of the Holders of the Notes and the holders of Permitted Additional Pari Passu Obligations. Such Guarantor will enter into a joinder agreement to the applicable Security Documents defining the terms of the security interests that secure payment and performance when due of the Notes and take all actions advisable in the opinion of the Company, as set forth in an Officers' Certificate accompanied by an opinion of counsel to the Company to cause the Liens created by the Security Agreements to be duly perfected to the extent required by such agreement in accordance with all applicable law, including the filing of financing statements in the jurisdictions of incorporation or formation of the Company and the Guarantors.

Each Note Guarantee shall be released in accordance with the provisions of the Indenture described under " Note Guarantees."

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Limitation on Activities of Parent Companies

No direct or indirect parent company of the Company, including, following any Permitted Reorganization, the New Parent, shall:

(a) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than (i) those incidental to its ownership of the Capital Stock of the Company, (ii) action required by law to maintain its existence, (iii) performance of its obligations with respect to Indebtedness permitted by clause (b)(ii) below, (iv) any public offering of its Equity Interests and (v) activities incidental to its maintenance and continuance and to any of the foregoing activities.

(b) Incur, issue, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (i) nonconsensual obligations imposed by operation of law, (ii) obligations with respect to Indebtedness of the Company or a Subsidiary Guarantor that is permitted under " Certain Covenants Limitation on Indebtedness" and (iii) obligations with respect to its Capital Stock, or

(c) own, lease, manage or otherwise ope