

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

B E T W E E N:

HER MAJESTY THE QUEEN

- and -

NIKO RESOURCES LTD.

Accused

AGREED STATEMENT OF FACTS

Pursuant to the provisions of section 655 of the *Criminal Code of Canada*, the following numbered paragraphs contain facts, which are alleged by the Crown and admitted by the accused, **NIKO RESOURCES LTD.**, (hereinafter referred to as "Niko Canada") hereby admits the following with the consent of the Crown:

THE CHARGES:

On or between the 1st day of February, 2005 and the 30th day of June 2005, at or near the City of Calgary, in the Province of Alberta, Niko Canada did, in order to obtain or retain an advantage in the course of business provide goods and services to a person for the benefit of Foreign Public Officials to induce the officials to use their position to influence any acts or decisions of the foreign state for which the official performs duties or functions, contrary to Section 3(1)(b) of the *Corruption of Foreign Public Officials Act*.

Summary:

1. The accused, Niko Canada, is a publicly traded corporation. The company operates with a head office in Calgary, Alberta, Canada and has a number of wholly owned subsidiaries through which it conducts international business operations in countries outside of Canada. In the case at bar the companies from the Niko family which are

relevant to this factual matrix include Niko Canada and Niko Resources (Bangladesh) Limited. (hereinafter referred to as “Niko Bangladesh”).

2. The allegation contained herein is that Niko Canada, directly and indirectly provided improper benefits to a foreign public official in Bangladesh in order to further the business objectives of Niko Canada and its subsidiaries.
3. The acts alleged to have been committed by the corporation named above are as follows:

Corruption of Foreign Public Officials Act Offence:

4. In May 2005, Niko Bangladesh provided the use of a vehicle costing one hundred and ninety thousand nine hundred and eighty four Canadian dollars (\$190,984.00) to AKM Mosharraf Hossain, the Bangladeshi State Minister for Energy and Mineral Resources in order to influence the Minister in dealings with Niko Bangladesh within the context of ongoing business dealings. Niko Canada acknowledges that, having funded Niko Bangladesh’s acquisition of the vehicle and knowing that Niko Bangladesh delivered as aforementioned, it is responsible under Canadian criminal law principles for this act.
5. Additionally, Niko Canada paid the travel and accommodation expenses for Minister AKM Mosharraf Hossain to travel from Bangladesh to Calgary to attend the GO EXPO oil and gas exposition, and onward to New York and Chicago, so that the Minister could visit his family who lived there, the cost being approximately \$5000.00.

The Company

6. Niko Canada is a Calgary based publicly traded oil and natural gas exploration and production company with international operations. In 2003, its subsidiary Niko Bangladesh entered into a Joint Venture Agreement with the Bangladesh Petroleum Exploration & Production Company Limited (BAPEX) to develop two gas fields (Feni and Chattak fields) in Bangladesh. BAPEX is an exploration and production

company which is indirectly wholly owned by Government of Bangladesh.

7. Niko Canada was incorporated on March 27, 1987, and the head office is located at 4600, 400 - 3rd Avenue S.W. Calgary, Alberta. Niko Canada is listed on the Toronto Stock Exchange under the symbol NKO.
8. Niko Canada was started in Calgary by Robert Ohlson in 1987, and first became involved in Bangladesh in 1997. Mr. Ohlson acted as the CEO of Niko Canada. Following the passing of Mr. Ohlson in November of 2004, Mr. Edward Sampson assumed the leadership role of Niko Canada.

Niko Resources (Bangladesh) Ltd.

9. At all material times, Niko Bangladesh was an indirectly wholly owned subsidiary of Niko Canada. The subsidiary was set up on September 4, 1997. The head office is located at Worthing Corporate Centre, Worthing Main Road, Christchurch, Barbados. The relevant management and Directors of Niko Bangladesh throughout the period of investigation are listed below:

Name	Title	Notes
Qasim SHARIF	President	Resigned October 2005
Brian ADOLPH	VP and Country Manager	
Syed KABIR	Commercial Manager	Resigned July 2006
Costas GEORGIU	Director	
Andrew MCKAY	Director	Resigned October 16, 2006
Robert OHLSON	Director	Deceased November 11, 2004
Edward SAMPSON	Director	
Cecil SMITH	Director	Resigned June 15, 2007

The Niko Corporate Family Structure

10. The relationship between Niko Canada and Niko Bangladesh was as follows: Niko Canada is the public company which owned 100% of Niko Resources Caymans, which was a holding company. The holding company in turn owned 100% of Niko Bangladesh. Niko Bangladesh was incorporated in Barbados. It was not incorporated in Bangladesh however it does maintain an office in Dhaka, which is the capital city of Bangladesh.

11. Niko Bangladesh was funded solely by Niko Canada. Typically, money was transferred from Niko Canada's accounts in Calgary, to Niko Resources Caymans then to the Niko Bangladesh accounts in Barbados and finally to the Niko Bangladesh accounts in Bangladesh. The CEO of Niko Canada sat on the Board of Directors of Niko Bangladesh.
12. Niko Bangladesh entered into a Joint Venture Agreement (hereinafter JVA) with BAPEX for the exploration of the Feni and Chattak gas fields on October 16, 2003. Upon signing of the JVA, Qasim Sharif became the President of Niko Bangladesh.
13. Niko Bangladesh President, Qasim Sharif stated that during his time as President of Niko Bangladesh, he reported to both Bob Ohlson and Ed Sampson until Ohlson's death in November 2004. Mr. Sharif noted that his experience was that Mr. Ohlson or Mr. Sampson had to give approval of any "material" decisions with regard to the business of Niko Bangladesh.
14. Following the death of Mr. Ohlson the chain of command within the Niko corporate family was from Ed Sampson at the top, to William (Bill) Hornaday, to the Niko Bangladesh "Country Manager" Brian Adolph and then to Qasim Sharif as President of Niko Bangladesh.
15. As a matter of corporate governance, Niko Canada closely monitored the activities of its foreign subsidiaries. The presence of the Niko Canada CEO on the Niko Bangladesh Board ensured Niko Canada's knowledge of its subsidiary's actions.

Niko Canada and Niko Bangladesh Financial Structure

16. As noted Niko Bangladesh was financed primarily by the parent company. Typically finances flowed from accounts in Calgary to Barbados, and then to Bangladesh.
17. The flow of money from Canada to support Niko Bangladesh and its operations was closely watched from Canada. The evidence supports that most transactions, even smaller ones were monitored from Canada. As the President of Niko Bangladesh put it: "we never really requested any money to come in from Canada without properly stating what it was for".

18. Regarding the internal financial processes of Niko Bangladesh, the accounting group from Niko Canada's foreign operations in India ran the accounting functions of the Bangladesh office. Those employees had direct reporting to Calgary.
19. From time to time, Niko Canada representatives would travel to Bangladesh to check on the financial accounting systems. Niko Canada's former controller periodically travelled from Calgary to Bangladesh to review the Bangladesh office's accounting procedures, and the company's former Chief Financial Officer would periodically attend as well.

Qasim Sharif and Niko

20. Qasim Sharif was Niko's in – country agent in Bangladesh until the signing of the JVA with BAPEX in October of 2003, at which time he became employed by Niko Canada as the President of Niko Bangladesh. Although Qasim Sharif is an American citizen, he is also a Bangladeshi and it was expected that his background would be such that he would have had the expertise to navigate the often complex relationship of business and government officials which existed in Bangladesh at the time. In 2005 Bangladesh was tied as the most corrupt country in the world in which to do business according to Transparency International.

The Joint Venture Agreement

21. On October 16, 2003, a Joint Venture Agreement (JVA) was signed between Niko Bangladesh and BAPEX. The JVA granted permission for Niko Bangladesh to conduct petroleum operations in the Chattak and Feni natural gas fields in Bangladesh in a joint venture with BAPEX. Niko Bangladesh was to fund the operations in the first instance, and recoup its investment from sale of production. A Gas Purchase and Sales Agreement (GPSA) was not concluded with the JVA at that time.
22. In signing the JVA without securing the GPSA, Niko Bangladesh and Niko Canada had taken a significant risk which would later form part of this fact matrix. According to Qasim Sharif the reason the GPSA was not signed was because it had taken so

long to sign the JVA and that Niko Canada (Bob Ohlson) believed the failure to have the GPSA signed was not important at that time.

Chattak Blowout

23. On December 31, 2004, Niko Bangladesh began drilling operations in the Chattak-2 gas field using an independent drilling contractor. On January 7, 2005, an explosion occurred at the Chattak-2 gas well in the Tengratila Gas Field in north-eastern Bangladesh. While drilling, an explosion was caused which left a large crater in the ground. While no people were killed, there was significant damage to the surrounding village. As an example, a school that was located meters from the location is no longer usable. The gas fire burned for weeks and many people were forced to evacuate.
24. The result was a large amount of negative press for the Niko family of companies and for the government of Bangladesh as many rumours began to circulate about the fairness of the entire JVA award process. This resulted in concerns in the Canadian diplomatic corps due to their concern that the Canadian government would be associated with the perception that the Niko family of companies participated in bribery. The Bangladeshi government began an inquiry into the blowout, and a legal proceeding would subsequently be filed against Niko by a Bangladeshi environmental organization.
25. On January 28, 2005, according to a report in the Bangladesh newspaper, "The Daily Star" (*Probe Body blames Niko Negligence*); a government committee formed to examine the causes of the Chattak-2 explosion blamed "the faulty and negligent operation of Canadian company Niko Resources for the disaster". The committee submitted their report to Minister AKM Mosharraf Hossain. Minister Hossain reportedly indicated that "necessary steps will be taken after examining the report". The "*Enquiry Report on Blowout of Well Chattak #2 on 7 January 2005*" ("the Enquiry Report") agreed with the information in the news article, and stated that "NIKO is responsible for the blowout at Chattak for its gross negligence in designing the casing program and inefficient operational supervision... The payment of compensation relating to loss of recoverable gas reserve and the damage in

property & environment becomes the responsibility of NIKO. The Government may decide the method of realizing this compensation”. The Enquiry Report also triggered a legal proceeding against Niko Bangladesh from a citizens group and meant that Niko Bangladesh was potentially liable for significant financial consequences.

26. The Crown is unable to prove beyond a reasonable doubt the exact quantum of the damage and the matter remains subject of ongoing litigation between the Government of Bangladesh, BAPEX and Petrobangla and Niko Bangladesh.

Gas Purchase and Sales Agreement (hereinafter GPSA) Issue

27. In addition to dealing with the pressures from the Enquiry Report and the insurance issues arising from the blowout, Niko Bangladesh had still yet to negotiate a GPSA with Petrobangla. Qasim Sharif described the situation in the first half of 2005:

- a. *“After Bob passed away after the blowout you know I would say eighty percent of my work was just you know just talking to just going and seeing the government people and just making sure that, that you know we could get the gas contract signed. You know because that was a big issue you know we were, we were producing gas in Feni. And we didn’t have a gas contract in place you know I mean we and I kind of you know favored the concept that let’s just put the gas on line, the country is in a bad situation. They need the gas let’s put the gas online and lets accept some kind of a token payment in return. And then um, let’s work the details with the government you know so we were in negotiations for a long time until and they finally send us a term sheet the government sent us a term sheet at two dollars and ten cents. And I talked to Ed and Ed did not want to sign it Ed said, ‘No Qasim I think we should hold out for two, twenty-five.’ So then um, we did not sign that we did not they, they sent us a signed document Petrobangla and we did not sign it.”*

- b. *There was a disagreement between BAPEX and Niko over the price of the natural gas, but they were moving towards a resolution even after the first blowout. “Petrobangla was pushing us hard to get the gas contracts signed. So that’s a huge thing you know that, that means the government*

wants to deal with you". "I think after the first blowout we're almost there. I think the papers stopped writing about it you know we, and everything was tapering off... Until the car thing hit."

The Vehicle

28. Documents obtained in Bangladesh show that on February 24, 2005, Niko Bangladesh made a down payment to a Dhaka based car broker, Auto Museum Ltd., on a Toyota Land Cruiser. Niko Bangladesh would eventually make three payments to Auto Museum between February 24, 2005, and May 15, 2005 for a total cost of 9,558,000.00 BDT(\$190,984.00 CAD). The Auto Museum invoice and Bangladesh registration show that the vehicle purchased was a black Toyota Land Cruiser Cygnus with chassis number UZJ100-0153893.
29. Niko Bangladesh had originally been requested to purchase the Land Cruiser pursuant to the terms of the JVA which allowed for assets to be purchased by the Operator (Niko Bangladesh) for use by the JVA partner (BAPEX). The vehicle was registered to BAPEX in Bangladesh.
30. The Land Cruiser was not given to BAPEX. BAPEX instructed Niko Bangladesh to deliver the vehicle to the Minister. As a result, arrangements were made such that the SUV would be sent directly to the Energy Minister, AKM Mosharraf Hossain. Qasim Sharif said that he himself advised Mr. Sampson of the delivery. Mr. Sampson denied that he was ever told that the SUV was being delivered to the Minister.
31. Nevertheless, the re-direction of the vehicle from BAPEX to the Minister operated as follows. On May 5, 2005, Mohamad Khan, Personal Secretary to Energy Minister Hossain, wrote a letter to the Chairman of Petrobangla requesting the vehicle be turned over for use by Energy Minister Hossain.
32. On May 9, 2005, a letter signed by the Managing Director of BAPEX was sent to Niko Bangladesh requesting the vehicle with all documents and accessories be handed over to the Administration Division of BAPEX. On the same day, a letter was sent from the Administration Division of BAPEX to the General Manager (Services) at Petrobangla advising that the vehicle is being sent for use by Energy

Minister Hossain. In addition during this time there were a series of discussions within Niko Bangladesh trying to determine the appropriate method of recording the vehicle in order to allow the company to claim cost recovery of the vehicle expense under the JVA. Three prior vehicles had been obtained under the JVA and in this case the vehicle was dealt with differently due to the fact that it was to be registered to BAPEX.

33. According to a letter dated May 16, 2005, written by Brian Adolph (Vice President and Country Manager of Niko Bangladesh) to the Managing Director of BAPEX, Niko had turned over the Toyota Land Cruiser to “the offices of the Hon’ble State Minister for Energy & Mineral Resources Division”. The letter was signed with the following salutation :“I take this opportunity on behalf of Niko Management to thank you all for the support you have given us in the past and hope to receive the same in the coming days for the mutual benefit of NIKO and BAPEX Joint Venture”. Niko Canada acknowledges it would be deemed for criminal law purposes to know of this letter.
34. On May 23, 2005 the Toyota Land Cruiser was delivered to the home of Energy Minister Hossain in Dhaka, Bangladesh. The driver of the vehicle also made note of the delivery on a Niko Bangladesh letter. Present at the time of the delivery was Qasim Sharif and Sayed Kabir, both representing Niko Bangladesh. The delivery of this vehicle would come out in the Bangladeshi press at approximately the same time as the Minister was actually out of the country, on a trip paid for by Niko Canada.

Energy Minister Hossain Travels to Canada

35. In June 2005, Energy Minister Hossain travelled to Calgary to attend the Gas & Oil Exposition (GO-EXPO) as Niko Canada’s guest. The registration form for the GO-EXPO listed two registered guests: Mosharraf Hossain, State Minister for Energy & Mineral Resources, Bangladesh, and Salim Bhuiyan, Energy & Mineral Resources, Bangladesh. The fax also listed the address on Mosharraf Hossain’s application form as #4600, 400 3rd Avenue SW Calgary, with a telephone number of 262-1020 and a fax number of 263-2686. The address and phone numbers are that of Niko Canada’s offices.

36. On June 8, 2005, Energy Minister Hossain and Salim Bhuiyan checked into the Sheraton Eau Claire hotel in Calgary, Alberta. Minister Hossain checked out of the hotel on June 10, 2005. The hotel rooms were paid for by Niko Canada.
37. Air Canada's records show that AKM Mosharraf Hossain travelled from Vancouver to Calgary on June 8, 2005. He flew from Calgary to Toronto on June 10, 2005, and Toronto to New York (LaGuardia) the same day. The ticket was purchased by the International Travel Corporation and paid for by Niko Canada.

The Daily Star

38. On June 15, 2005, the Bangladeshi newspaper, the *Daily Star*, published an article titled "*Niko gifts minister luxurious car*". In that article, the newspaper reported that Niko Bangladesh had "given the state minister a Toyota Land Cruiser Cygnus 2005 model car through Bangladesh Petroleum Exploration and Production Company (BAPEX)". The article also stated that, "the energy and mineral resources ministry on Monday denied that the state minister has received any gift from the Canadian oil company". A statement signed by the senior information officer explained that it was merely a replacement vehicle, and stated "It has nothing to do with the evasion of the payment for Tengratila explosion damage".
39. The reality of course was quite different as Niko Bangladesh indeed paid for and delivered the vehicle to the Minister. The purchase was known by Niko Canada, which funded Niko Bangladesh's acquisition cost.
40. This scandal began to involve the Canadian Diplomatic Corps due to concerns about the possible association of a Canadian company to corruption. Canada prides itself on a reputation for being corruption free in business and the association of a large Canadian corporation, or one of its subsidiaries, to corruption would obviously damage this reputation.
41. On June 14, 2005, Canada's Head of Mission David Sproule had a meeting with Qasim Sharif to discuss the allegations that Niko Bangladesh had bribed the Minister. According to Sproule, Sharif initially dismissed the "gift" as a commonplace part of doing business in Bangladesh. In addition Mr. Sharif mentioned that

Petrobangla had actually pressured Niko Bangladesh into providing the vehicle to the Minister. Ambassador Sproule stated that Mr. Sharif had been quite dismissive about the vehicle and had indicated: “these things are done all the time” and “they give these sorts of things in these situations”. It was clear that at least in the opinion of the President of Niko Bangladesh, the business practice of making payments to Ministers was a “cost of doing business”.

Energy Minister Hossain Resigns

42. On June 18, 2005, according to a news report in the “National Post”, Minister AKM Mosharraf Hossain was summoned to the Prime Minister’s Office in Dhaka, Bangladesh where he tendered his resignation. That report in the “National Post”, (*Bangladeshi Minister resigns amid reports of corruption involving Cdn company*), also stated that the resignation came as a result of allegations that he accepted a bribe from Niko Bangladesh, to wit: the vehicle delivered to him on May 23, 2005. That report also alleged that Minister AKM Mosharraf Hossain had delayed Niko Bangladesh’s payment of compensation for the blow-out. As of this date, the draft GPSA had not yet been approved by the Bangladesh government.

Niko Canada Reaction

43. When the vehicle story began to break a Director who was on the board of Niko Canada asked Edward Sampson about the vehicle scandal. Mr. Sampson said he had no knowledge of the transaction. At a Niko Canada Directors’ meeting shortly after, the Director asked William Hornaday to speak to the issue and he said he had no knowledge of the transaction.
44. On June 20, 2005, BAPEX took the vehicle back from the Ministry.

DFAIT alerts the RCMP

45. The RCMP investigation into Niko Canada began after the Canadian Department of Foreign Affairs and International Trade alerted the RCMP on June 20, 2005, to news stories concerning a possible violation of the *Corruption of Foreign Public Officials Act* by the Niko family of companies.

Tengratila Blowout

46. The Bangladeshi press became increasingly critical of Niko Bangladesh following a second major explosion which occurred at the Tengratila gas field on June 24, 2005. According to reports from the “Reuters News Service” (*Bangladesh Gas Fields Still Burning, Protests Mount*), and the “Calgary Herald” (*Blowout horror story denied*), the explosion occurred during the drilling of a relief well to seal off the gas leak caused by the January blowout.
47. This blowout made things very difficult for Niko Bangladesh. As Qasim Sharif put it, “*after the second blowout all bets were off... it was a disaster.*”
48. On July 12, 2005, Head of Mission David Sproule met with Niko Canada representative William Hornaday, and Niko Bangladesh representative Brian Adolph to discuss the blowouts and potential consequences. Mr. Hornaday explained the Niko position on the blowouts and what actions Niko Bangladesh had taken. Ambassador Sproule advised them that the perception of Niko Bangladesh’s actions and its perceived conduct in Bangladesh threatened to undermine the relationship between the Canadian and Bangladeshi governments.
49. The second blowout, which almost immediately followed the SUV scandal alleged in the press to be related to the first blowout, put a tremendous amount of pressure on the Bangladeshi government and Niko Bangladesh.
50. At the time of this incident the Canadian Head of Mission in Bangladesh was David Sproule. As Head of Mission, David Sproule made representations on behalf of Canadian companies many times at all of his postings. Indeed it was not unusual for the Canadian Mission to intervene on behalf of Canadian companies. The Mission would assist in identifying who would be the decision maker in the case and provide knowledge in terms of the issues involved, perhaps introducing a member of the company “to relevant government players” who had authority in the award of such contract. It did not include any suggestion of payment of bribes.

Letter to Prime Minister Paul Martin:

51. In a letter dated September 7, 2005, Ed Sampson wrote to then Prime Minister Paul Martin, requesting a meeting so that Mr. Sampson could present Niko Canada's case to him prior to Prime Minister Martin's upcoming meeting with Prime Minister Khaleda Zia. Niko Canada advises that the two never actually met. The letter however shows the extent of concern which Niko Canada had about the Bangladesh operation.

Niko and Petrobangla Gas Dispute

52. As noted previously the GPSA for the Feni gas which was being negotiated by Niko Bangladesh had never been agreed upon. In February 2006, Ed Sampson attended in Bangladesh in an effort to resolve the GPSA.

53. On March 7, 2006, Niko Bangladesh had unilaterally shut off the natural gas supply from its gas wells in Feni. According to a copy of the minutes of the Joint Management Committee meeting mentioned previously, this stemmed from the ongoing dispute over the absence of a GPSA between Niko Bangladesh and BAPEX.

54. On December 27, 2006, the GPSA was signed.

Conclusion of Facts Supporting the Offences:

55. Between the dates of the indictment Niko Canada provided improper benefits as follows: the use of a vehicle valued at one hundred and ninety thousand Canadian dollars, nine hundred and eighty four dollars (\$190,984.00) to a foreign official and approximately \$5000.00 related to the non-business related portion of the travel and expenses of a foreign public official.

56. It is agreed by the parties that this Court, has jurisdiction over this offence by reason of the fact that there is a real and substantial link between Canada and the offence and that the facts of this case legitimately give Canada an interest in prosecuting the offence.

The Amount of the Fine:

57. As part of the Sentencing Agreement in this case the total fine to be imposed has been agreed upon of eight million two hundred and sixty thousand Canadian dollars (\$8,260,000.00) plus the 15% Victim Fine Surcharge, totaling nine million four hundred ninety nine thousand Canadian dollars (\$9,499,000.00.)
58. The fine reflects that Niko Canada made these payments in order to persuade the Bangladeshi Energy Minister to exercise his influence to ensure that Niko was able to secure a gas purchase and sales agreement acceptable to Niko, as well as to ensure the company was dealt with fairly in relation to claims for compensation for the blowouts, which represented potentially very large amounts of money. The Crown is unable to prove that any influence was obtained as a result of providing the benefits to the Minister.
59. It is further agreed that the total amount of the fine and surcharge, as well as any costs of compliance with the Probation Order which is also contemplated would not impact the continued economic viability of Niko Canada.
60. The costs of compliance with the Probation Order will be borne by Niko Canada.
61. It is also agreed that the sentence imposed appropriately reflects the degree of planning and duration and complexity of the offence. It further accepts that Niko Canada did not attempt to conceal its assets, or convert them to show it was unable to pay the fine or comply with the Probation Order.
62. In addition the Probation Order takes into consideration steps already taken by Niko Canada to reduce the likelihood of it committing a subsequent related offence.
63. In addition the sentence takes into consideration the fact that the company has never been convicted of a similar offence nor has it been sanctioned by a regulatory body for a similar offence.
64. The fine also takes into consideration that in January 2009, Niko Canada became aware that it was subject of the RCMP investigation. Since that time

Niko Canada has cooperated with the investigation and by virtue of the Probation Order will continue to be cooperative with any further aspects of the prosecution or investigation of the matters related hereto. The Probation Order also puts Niko Canada under the Court's supervision for the next three years to ensure audits are done to examine Niko Canada's compliance with the *Corruption of Foreign Public Officials Act*.

65. The plea agreement in this case also takes into consideration the fact that the company agreed to enter a plea prior to charges formally being laid, and that the company agreed to enter a guilty plea without the requirement of a preliminary hearing or trial.
66. Finally, the sentence reflects the agreement of counsel for the company as well as the Crown and reflects the consideration of all of the relevant factors for sentencing under both the *Corruption of Foreign Public Officials Act* as well as the *Criminal Code of Canada*.

DATED at the City of Calgary, in the Province of Alberta this _____ day of June, 2011.

Wendell Robinson
Director, Niko Resources Ltd.

Kristine Robidoux, Q.C.
Counsel for Niko Resources Ltd.

Alexander Pringle Q.C.
Counsel for Niko Resources Ltd.

R. Steven Johnston
Crown Counsel