SCHEDULE "A"

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW MEXICO	Chapter 11 Case Nos. 11-97-14362-MA and 11-97-1436-MA
In re: SOLV-EX CANADA LIMITED and SOLV-EX CORPORATION DEBTORS	The Honourable Judge Mark McFeeley, USBJ
In the Court of Queen's Bench of Alberta Judicial District of Calgary	Case No. 9701-10022 The Honourable Justice G.R. Forsyth

IN THE MATTER OF THE *COMPANIES CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF SOLV-EX CORPORATION AND SOLV-EX CANADA LIMITED

CROSS-BORDER INSOLVENCY PROTOCOL

WHEREAS Solv-Ex Canada Limited ("Solv-Ex Canada") is a corporation incorporated according to the laws of the Province of Alberta, in Canada, and Solv-Ex Corporation ("Solv-Ex") is a corporation incorporated according to the laws of the State of New Mexico in the United States of America (together, the "Corporations"); and

WHEREAS on July 14, 1997, the Corporations made application under the *Companies Creditors Arrangement Act* (Canada) (the "CCAA") for various kinds of relief (the "Canadian Proceedings"). By an order of the Court of Queen's Bench of Alberta (the "Canadian Court") made July 14, 1997, (the "CCAA Order") the Corporations were each declared to be entities to which the CCAA applies, and were permitted to file a formal plan of compromise or arrangement with their creditors, and if appropriate, shareholders by November 30, 1997, which date has been extended to February 15, 1998, or such other date as the Canadian Court might subsequently order; and

WHEREAS the CCAA Order was amended on July 23, 1997 to confirm the appointment of Price Waterhouse Limited as Monitor of the Corporations (the "Monitor"), with the

rights, powers, duties and limitations upon liabilities set out in the CCAA Order; and

WHEREAS on August 1st, 1997, the Corporations filed voluntary petitions for reorganization (the "US Proceedings") in the United States Bankruptcy Court for the District of New Mexico (the "US Court") under Chapter 11 of title 11, United States Bankruptcy Code, 11 U.S.C. (the "Bankruptcy Code"), and no trustee has been appointed in the US Proceedings and pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Corporations are continuing to operate their businesses and manage their properties as debtors-in-possession; and

WHEREAS in August of 1997 an Unsecured Creditors Committee was formed (the "US Creditors' Committee") and on August 15, 1997 the Canadian Court directed the creation of a committee of the Corporations' Canadian creditors (the "Canadian Creditors' Committee"); and

WHEREAS the Canadian Court has given directions that submissions be made to it on a cross-border Protocol to govern the relationship between the US and Canadian reorganization proceedings, and representations have been made to the US Court that such a cross border protocol likewise would be submitted to it; and

WHEREAS Solv-Ex Canada is the general partner and a limited partner in the Solv-Ex Canada Limited Partnership (the "Solv-Ex LP"); and

WHEREAS the relative interests of Solv-Ex Canada, Solv-Ex and the Solv-Ex LP in and to certain leases, and the improvements and equipment located thereon, located near the Town of Fort McMurray (the "Fort McMurray Project") are as yet undetermined, as are the liabilities each has incurred in connection therewith; and

WHEREAS United Tristar Resources Ltd. ("UTS") holds a 10% interest in certain leases related to the Fort McMurray Project, as well as being a 10% limited partner in the Solv-Ex LP; and

WHEREAS the Corporations, UTS and the Solv-Ex LP have entered into an agreement with Koch Exploration Canada Ltd. ("Koch") for the sale of a significant portion of the Fort McMurray Project, and it is currently anticipated that such a sale will occur which will enable the Corporations to propose a distribution and/or a restructuring of debt to parties having valid secured and unsecured claims, including valid contingent claims (such parties hereinafter referred to together as "Claimants"); and

WHEREAS a framework of general principles should be agreed upon to address, among other things, issues that are likely to arise in connection with the cross-border insolvency proceedings of the Corporations, including, without limitation, (a) the sale to Koch; (b) the determination of claims asserted against the Corporations, and the allowability and priority status of such claims; (c) the manner in which claims arising in different jurisdictions should be classified and dealt with; (d) harmonizing the filing and implementation of a plan of reorganization under the Bankruptcy Code and a plan of arrangement under the CCAA for each of the Corporations; and (e)

general administrative matters; and

WHEREAS the purpose of this Protocol is to protect the interests of all parties affected by the US and Canadian Proceedings wherever located and to protect the integrity of the process by which the US and the Canadian Proceedings are administered; and

NOW THEREFORE, the following terms and provisions shall apply to the US Proceedings and the Canadian Proceedings:

1. The Corporations will coordinate actions taken in the US and Canadian Proceedings.

2. In addition to effecting notice of any motion upon creditors and other interested parties in accordance with the practice of the court in which the motion is brought, the Corporations, the US Trustee, the US and Canadian Creditors' Committees, Koch and the Monitor, and any other official representative that may be appointed by the US Court or the Canadian Court, shall receive notice of all proceedings. Except as otherwise set forth herein, the Corporations shall be subject to jurisdiction in both fora for any matter related to the US and Canadian proceedings.

3. The Corporations shall act in a manner consistent with the terms of the CCAA, the Bankruptcy Code, and the CCAA Order, as amended, and in addition:

   (a) There shall be no further sales or dispositions of material assets of the Corporations in the US or Canada without approval of both of the US and Canadian Courts. For purposes of this Protocol a material asset shall be an asset having a realizable value to the Corporations in excess of $40,000 (US) or the equivalent amount in Canadian currency;

   (b) The Corporations shall provide such prior advance notice of an application for joint approval of a sale or disposition of material assets, together with an application for directions as to the use of the proceeds of such sale, as is reasonably practicable under the circumstances and as may be required by the rules of the respective Courts and paragraph 2 hereof.

   (c) Subject to the terms of the above referenced sale to Koch, and the obtaining of any necessary orders of the US Court, the Corporations shall be entitled to sell non-material assets without an order of either Court provided that such sales shall be at arm's length and commercially reasonable. The net proceeds of any such sales shall be paid to and dealt with by the Monitor for purpose of making payment of ongoing operating and other allowable expenses of the Corporations.

4. All claimants and other interested parties shall have the right to appear in any forum to the same extent as claimants and other interested parties domiciled in the forum state, regardless

of whether they have filed claims in that particular forum provided, however, that such appearance or participation may subject such claimant or interested party to the jurisdiction of the Court in which the notice or appearance is filed or made.

5. The US and Canadian Courts may conduct joint hearings with respect to any matter related to the conduct, administration, determination or disposition of any aspect of the Canadian or US Proceedings where considered by both Courts to be necessary or advisable and in particular, without limiting the generality of the foregoing, to facilitate or coordinate the proper and efficient conduct of the US and Canadian Proceedings. With respect to any such hearings, unless otherwise ordered, the following directions are made:

   a) A telephone link shall be established such that both Courts shall be able to simultaneously hear the proceedings in the other Court.
   b) Any party intending to rely upon any written evidentiary material in support of a submission to the Canadian Court or the US Court in connection with any joint application shall file materials, which shall be identical insofar as possible and shall be consistent with the procedural and evidentiary rules and requirements of each Court, in advance of such application. If a party has not previously appeared in or attorned, or does not wish to attorn to the jurisdiction of either Court it shall be entitled to file such material without, by the act of filing, being deemed to have attorned to the jurisdiction of the Court in which such material is filed, so long as it does not request in its materials or submissions any affirmative relief from the Court to which it does not wish to attorn.
   c) Submissions or applications by any party shall be made only to the Court in which it is appearing unless specifically given leave by the other Court to make submissions or applications to it.
   d) The Justice of the Canadian Court and the Judge of the U.S. Court who will hear any such application shall be entitled to communicate with one another in advance of the said applications, without counsel being present, to establish guidelines for the orderly making of submissions and rendering of decisions by the Canadian and the U.S. Courts, and to deal with any other procedural, administrative or preliminary matters.
   e) The Justice of the Canadian Court and the Judge of the U.S. Court, having heard any such application, shall be entitled to communicate with one another after any such application, without counsel present, for the purpose of determining whether consistent rulings can be made by both this Court and the U.S. Court, and the terms upon which such rulings should be made, and to deal with any other procedural or non-substantive matter in relation to such applications.

6. In order to be entitled to participate in or vote upon any Plan of Arrangement or Plan of Reorganization, claimants must file proofs of their claims in accordance with the following procedure:

(a) The claim of a claimant will be dealt with in all respects, including all issues of quantification, allowance or disallowance, classification and treatment of those claims in any plan of arrangement, in the Canadian Proceedings, and shall be governed by Canadian substantive and procedural law if:

(i) the claim arises from the supply of goods and/or services directly to the Corporations or either of them in Canada;

(ii) the claim arises from or in connection with a charge, secured claim or security interest over real or personal property of the Corporations or either of them granted or created under Canadian law;

(iii) the claim arises out of a tort committed in Canada;

(iv) the claim arises in respect of real property located in Canada;

(v) the claim arises in respect of a contract which is by its terms or by implication governed by Canadian law.

unless the claims against the Corporations have a substantial connection, as that term is understood under the principles of private international law, with the US or another jurisdiction;

(b) The claims of all other claimants will be dealt with in all respects, including all issues of quantification, allowance or disallowance, classification and treatment of those claims in any plan of arrangement, in the US Proceedings, and shall be governed by US substantive and procedural law, unless their claims against the Corporations have a substantial connection, as that term is understood under the principles of private international law, with Canada;

(c) Notwithstanding anything contained elsewhere in this Protocol it shall be irrelevant to the determination of where claims are to be adjudicated that the Corporations have disallowed a claim, or that a claimant has participated in any way in the proceedings in either jurisdiction whether by filing a Claim, an objection to a Disallowance of that claim, a Motion for an Order valuing the claim, or otherwise;

(d) If, in the case of a claim filed in Canada, the Corporations conclude that the claim should under this Protocol be dealt with in the US Proceedings, the Corporations may forthwith transmit the claim documents to the US, and immediately notify the claimant that its claim will be transferred to and dealt with in the US Proceedings. If such claim was, at the date the notice of transfer was issued by the Monitor, properly filed in the Canadian Proceedings, the Corporations shall treat the claim as having been properly filed in the US notwithstanding that such claim might not have been filed in the US Proceedings, either in a timely manner or at all, and shall, subject to (f) below, in all respects be entitled to treat the claim as if it had originally been filed in the US Proceedings;

(e) If, in the case of a claim filed in the US, the Corporations conclude that the claim should under this Protocol be dealt with in the Canadian Proceedings, the

Corporations may forthwith transmit the claim documents to Canada, and immediately notify the claimant that its claim will be transferred to and dealt with in the Canadian Proceedings. The Monitor shall treat the claim as having been properly filed in Canada notwithstanding that such claim might not have been filed in the Canadian Proceedings, either in a timely manner or at all, and shall subject to (f) below, in all respects be entitled to treat the claim as if it had originally been filed in the Canadian Proceedings;

(f) Any claimant wishing to object to its claim having been transferred to the other jurisdiction pursuant to paragraphs (d) or (e) above must file an objection to the transfer of the claim in the appropriate court in the jurisdiction from which the claim has been transferred within 18 days after mailings of notice of transfer, which notice shall inform said claimant of the 18 day time limit, failing which it shall be conclusively deemed to have accepted the transfer;

(g) Each individual claim shall be dealt with by one of the US or Canadian Courts, but not both. A claimant with two or more separate and distinct claims, which under this Protocol should be dealt with in different jurisdictions, shall prove each claim in the appropriate jurisdiction;

(h) The Corporations shall review and deal with all proofs of claim properly submitted in Canada or transferred to Canada pursuant to this Protocol in accordance with usual procedures under the CCAA and the terms of any plan of arrangement. The Corporations shall review and deal with all other proofs of claim in accordance with applicable laws of the US and the terms of any plan of reorganization;

(i) Claims procedures for the Corporations shall be conducted pursuant to the Bankruptcy Code, in the US, and pursuant to the CCAA and direction of the Canadian Court, in Canada, and in each case disallowance procedures and appeals therefrom shall be governed by the laws of the jurisdiction in which the claim is to be dealt with pursuant to this Protocol;

(j) Appeals from disallowance of claims shall be dealt with by the appropriate court in the jurisdiction in which a claim is proven or to which it may be transferred under this Protocol in accordance with the law and usual practices in that jurisdiction and as provided under any plan of arrangement or plan of reorganization.

(k) The validity and quantum of any contingent or unliquidated claim upon which litigation was commenced in Canada prior to July 14th, 1997, and in the US or elsewhere prior to August 1st, 1997, shall, notwithstanding anything else herein be determined by the courts of the jurisdiction in which such litigation was commenced unless the Corporations elect to move the litigation, or have such claims determined, elsewhere pursuant to a right to do so under the Bankruptcy Code or otherwise.

(l) Notwithstanding anything contained elsewhere in this paragraph 6, the Corporations' objections to the claims of Gee & Co. and ABN Amro Bank (Switzerland) A.G. (together, the "ABN/Gee Claims"), if any, shall be heard by the US Court pursuant to the Bankruptcy Code's claims objection procedures. The determination of the Corporations' objections to the ABN/Gee Claims shall be limited to the validity of the ABN/Gee Claims under applicable nonbankruptcy law, and shall not involve considerations of the rights of Gee & Co. and ABN Amro Bank (Switzerland) A.G. under the CCAA or the Canadian Proceedings. The US Court's ruling on the Corporations' objections to the ABN/Gee Claims shall be binding upon Gee & Co. and ABN Amro Bank (Switzerland) A.G. and the Corporations in the Canadian Proceedings, under the common law principles of res judicata. Once the US Court has ruled on the Corporations' objections to the ABN/Gee Claims, the ABN/Gee Claims, if allowed, shall be treated in the plans of reorganization filed in the US and Canada in accordance with the agreement of the parties or as determined by further order of the US and Canadian Courts, to be determined at a joint hearing of the US and Canadian Courts.

7. Claims that have been finally allowed, settled, disallowed or determined by the Corporations or the Courts in one jurisdiction shall be recognized by the Corporations as having been likewise allowed, settled, disallowed or determined in the other jurisdiction in the same amount, and the Corporations shall take all appropriate or necessary steps to obtain recognition of such claims in the other jurisdiction.

8. The court adjudicating upon any disputed or contingent claim shall decide the value, allowability, priority and eligibility to vote of such claims filed using a choice of law analysis based upon the choice of law principles applicable in that forum. A claimant's rights to collateral and set-off will be determined under the choice of law principles applicable in that forum. No person will be subject to a forum's substantive rules unless under the choice of law principles applicable in that forum such persons would be subject to the forum's substantive laws in a lawsuit on the same transaction in a non-insolvency proceeding.

9. To the extent permitted by the laws of the respective jurisdictions and to the extent practicable, the Corporations shall submit a plan of arrangement in Canada and a plan of reorganization in the United States substantially similar to each other. The Corporations shall coordinate all procedures in connection therewith, including, without limitation, all solicitation proceedings relating thereto, and all procedures regarding voting, the treatment of creditors, classification of claims, and the like, and all such procedures will either be established by the Corporations after consultation with the Monitor or set by applicable law or further orders of the US Court and the Canadian Court. In order to co-ordinate the contemporaneous filing of plans of arrangement and plans of reorganization the Corporations shall take the actions necessary to seek extensions of the date for the filing of the plans of arrangement under the CCAA, and of the exclusive time period during which only the

Corporations may file a plan of reorganization pursuant to Section 1121 of the Bankruptcy Code.

10. Except with respect to matters where the Monitor appears before the US Court pursuant to paragraph 2 hereof, the Canadian Court shall have sole jurisdiction and power over the Monitor, including without limitation, its tenure in office, the retention and compensation of the Monitor and other Canadian professionals, the extent of its liability to the Corporations and third parties, and the hearing and determination of matters arising in the Canadian Proceedings under Canadian law. The Monitor and the Monitor's counsel shall be compensated for their services in accordance with Canadian law, such that the Monitor and the Monitor's counsel are not required to file fee applications in the US Court.

11. The Monitor and its employees, counsel and agents, including those retained in the US, shall be entitled to the same protections and immunities in the US as those granted to them under the CCAA Order, and in particular the Monitor and its employees, counsel and agents shall, except as specifically otherwise provided in any order made in the Canadian Proceedings, incur no liability or obligation as a result of the making of the CCAA Order, as amended, the appointment of the Monitor or carrying out of the provisions of such order, save and except that the Monitor shall be liable for gross negligence or willful misconduct on its part.

12. The US Court shall have sole jurisdiction and power over the conduct of the US Proceedings, the compensation of professionals rendering services to the Corporations in the US and the US Creditors' Committee, and the hearing and determination of matters arising in the US Proceedings.

13. A plan of arrangement, in Canada, and a plan of reorganization, in the US, shall be binding upon claimants in the US and Canada if both are approved in their respective jurisdictions, and not otherwise.

14. Claimants in the US and Canadian Proceedings shall have similar access to relevant information as to the financial condition, status and activities of the Corporations, the nature and effect of any plan of reorganization or arrangement, and the status of proceedings in each jurisdiction.

15. Once approved by orders of the US and Canadian Courts, this Protocol may not be amended or modified in any other way or manner (including, without limitation, pursuant to a plan of arrangement or reorganization of the Corporations) except by authorization of the US Court or the Canadian Court as may be necessary and appropriate under the circumstances. Notice of any proposed amendment or modification of this Protocol shall be provided by the party proposing such in accordance with paragraph 2 hereof.

16. Any request for the entry of an order which is contrary to the provisions of this Protocol must be made on notice by the proponent of the order in accordance with paragraph 2 hereof.

17. The Corporations are hereby authorized and directed to take such actions and execute such documents as may be necessary and appropriate to implement and effectuate this Protocol.

18. This Protocol shall be deemed effective upon its approval by the US Court and the Canadian Court.