

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

THE HONOURABLE MR.  
JUSTICE NEWBOULD

)  
)  
)

TUESDAY, THE 27<sup>th</sup>  
DAY OF SEPTEMBER, 2016

B E T W E E N:

**THIRD EYE CAPITAL CORPORATION**

Applicant

- and -

**RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.**

Respondent

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND  
INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE  
ACT***

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Richter Advisory Group Inc. in its capacity as Court-appointed receiver (the “**Receiver**”) without security, of all of the assets, undertakings and properties of Ressources Dianor Inc. / Dianor Resources Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, for an order approving, *inter alia*, the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver and Third Eye Capital Corporation (“**TEC**”) dated November 23, 2015 and accepted on December 11, 2015, as amended by an amending agreement (the “**Amending Agreement**”) dated August 4, 2016 (as amended by the Amending Agreement, the

“**Sale Agreement**”), and appended to the second report of the Receiver dated August 8, 2016 (the “**Report**”), as the Sale Agreement is to be assigned by TEC to 2540575 Ontario Inc. (the “**Purchaser**”) in accordance with its terms, and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement, including without limitation the real property and unpatented mining claims identified in Schedule “B” hereto (the “**Sale Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and the schedules thereto, and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for 2350614 Ontario Inc. and counsel for Ernst & Young LLP, in its capacity as Monitor of Essar Steel Algoma Inc., no one appearing for any other person on the service list, although duly served as appears from the affidavit of Irene Artuso sworn August 9, 2016, filed:

#### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein be and is hereby abridged and the service thereof validated so that the Motion is properly returnable today.

#### **SALE APPROVAL**

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement (including, for certainty, the Amending Agreement) by the Receiver be and is hereby authorized, ratified and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Sale Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Sale Assets described in the Sale Agreement shall vest absolutely and exclusively in and with the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), encumbrances, hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, royalties, profits interests or other

financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Mew dated August 20, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court ORDERS that all of the Encumbrances affecting or relating to the Sale Assets are hereby expunged, radiated, cancelled and discharged as against the Sale Assets.

4. THIS COURT ORDERS that upon the registration of this Vesting Order in the Land Registry Office for the Land Titles Division of Algoma with an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the real property identified in Part 1 of Schedule B hereto (the “**Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Property all Claims, including (but not limited to) all of the Claims listed in Schedule C hereto denoted as pertaining to the Property.

4A. THIS COURT ORDERS that upon the filing in the Provincial Recording Office for the Province of Ontario, Ministry of Northern Development and Mines, of a copy of this Vesting Order, the Provincial Mining Recorder is hereby directed to enter the Purchaser as the recorded holder of the mining claims identified in Part 2 of Schedule B hereto (collectively, the “**Unpatented Mining Claims**”) as to a 100% interest, and is hereby directed to delete and expunge from the mining claim abstracts for the Unpatented Mining Claims all Claims, including (but not limited to) all of the Claims listed in Schedule C hereto denoted as pertaining to the Unpatented Mining Claims.

5. THIS COURT ORDERS AND DIRECTS that the Receiver shall pay

(a) \$150,000 to Essar Steel Algoma Inc. (“**Essar**”); and

(b) \$250,000 to 2350614 Ontario Inc. (“**235Co**”),

in full and final satisfaction of any rights or claims that Essar or 235Co may have in the Property or the Unpatented Mining Claims or as against the Debtor (hereinafter referred to as the “**Essar Claims**” and the “**235Co Claims**”, respectively), and, for the purposes of determining the nature and priority of Claims, from and after the delivery of the Receiver’s Certificate, the Essar Claims and the 235Co Claims shall attach only to the payments to Essar and to 235Co described above at subparagraphs 5(a) and (b) and, for greater certainty, the Essar Claims and the 235Co Claims shall not attach to the remainder of the net proceeds from the sale of the Sale Assets.

6. THIS COURT ORDERS that, subject to paragraph 7 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Sale Assets shall stand in the place and stead of the Sale Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Sale Assets with the same priority as they had with respect to the Sale Assets immediately prior to the sale, as if the Sale Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS AND DIRECTS that the Purchaser shall, subject to the requirements of the *Mining Act*, be permitted to enter, use and occupy such part or parts of the surface rights corresponding to the Sale Assets as are necessary for the purpose of prospecting and the efficient exploration, development and operation of the mines, minerals and mining rights therein except to sand, peat and gravel.

9. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company’s records pertaining to the Debtor’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Sale Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

#### **APPROVAL OF RECEIVER'S REPORT**

12. THIS COURT ORDERS that the Report and the activities of the Receiver referred to therein be and are hereby approved.

#### **SEALING ORDER**

13. THIS COURT ORDERS that Confidential Appendix "1" of the Report, filed separately with the Court, shall be sealed in the Court File pending further Order of the Court.

#### **GENERAL**

14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



---

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

OCT 26 2016

PER / PAR:



**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-15-11080-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**THIRD EYE CAPITAL CORPORATION**

Applicant

- and -

**RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Mew of the Ontario Superior Court of Justice (the “**Court**”) dated August 20, 2015, Richter Advisory Group Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of Ressources Dianor Inc. / Dianor Resources Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated September 27, 2016, the Court approved the agreement of purchase and sale dated November 23, 2015 and accepted on December 11, 2015, as amended by an amending agreement (the “**Amending Agreement**”) on August 4, 2016 (as amended by the Amending Agreement, the “**Sale Agreement**”) between the Receiver and Third Eye Capital Corporation (“**TEC**”), as the Sale Agreement was assigned by TEC to 2540575 Ontario Inc. (the “**Purchaser**”) in accordance with its terms, and provided for the vesting in the Purchaser the Debtor’s right, title and interest in and to the Sale Assets, which vesting is to be effective with respect to the Sale Assets upon the delivery by the Receiver to the Purchaser of a

certificate confirming (i) the payment by or on behalf of the Purchaser of the Purchase Price for the Sale Assets; (ii) that the conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid, or caused to be paid, and the Receiver has received the Purchase Price for the Sale Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**RICHTER ADVISORY GROUP INC.,  
in its capacity as Court-appointed Receiver of  
the undertaking, property and assets of  
Ressources Dianor Inc. / Dianor Resources  
Inc., and not in its personal capacity**

Per: \_\_\_\_\_  
Name:  
Title:



## Schedule B – Sale Assets (Real Property)

### PART 1 - PATENTED CLAIMS – Legal description of the Property

1. PIN 31158-0129 (LT) BEING PCL 2393 SEC AWS; PT MINING CLAIM SSM8264 CHABANEL AS IN A4639 RESERVING THE SRO ON AND OVER A STRIP OF LAND ONE CHAIN IN PERPENDICULAR WIDTH ALONG THE SHORES OF THE MAGPIE RIVER; MICHIPICOTEN
2. PIN 31158-0158 (LT) BEING MINERAL RIGHTS ONLY; MINING CLAIM SSM21167 CHABANEL BEING LAND AND LAND UNDER THE WATER OF A SMALL UNNAMED LAKE; MICHIPICOTEN
3. PIN 31158-0160 (LT) BEING MINERAL RIGHTS ONLY; PT MINING CLAIM SSM21169 CHABANEL BEING THAT PT NOT COVERED BY THE WATERS OF LENA LAKE; PT MINING CLAIM SSM21171 CHABANEL BEING THAT PT NOT COVERED BY THE WATERS OF LENA LAKE; MICHIPICOTEN
4. PIN 31158-0162 (LT) BEING MINERAL RIGHTS ONLY; MINING CLAIM SSM21166 CHABANEL; MICHIPICOTEN
5. PIN 31158-0164 (LT) BEING MINERAL RIGHTS ONLY; PT MINING CLAIM SSM21168 CHABANEL BEING THAT PT NOT COVERED BY THE WATERS OF LENA LAKE; MICHIPICOTEN
6. PIN 31158-0166 (LT) BEING MINING RIGHTS ONLY; PCL 38 SEC MICH; MINING CLAIM SSM15445 CHABANEL BEING LAND AND LAND COVERED WITH THE WATER OF PT OF BROOKS LAKE; MICHIPICOTEN
7. PIN 31158-0168 (LT) BEING MINING RIGHTS ONLY; PCL 39 SEC MICH; MINING CLAIM SSM18637 CHABANEL; MICHIPICOTEN
8. PIN 31158-0170 (LT) BEING MINING RIGHTS ONLY; PCL 40 SEC MICH; MINING CLAIM SSM18638 CHABANEL; MICHIPICOTEN
9. PIN 31158-0172 (LT) BEING MINING RIGHTS ONLY; PCL 41 SEC MICH; PT MINING CLAIM SSM18639 CHABANEL BEING THAT PT NOT COVERED BY THE WATERS OF MILDRED LAKE; MICHIPICOTEN
10. PIN 31158-0174 (LT) BEING MINING RIGHTS ONLY; PCL 42 SEC MICH; MINING CLAIM SSM18640 CHABANEL , BEING LAND AND LAND COVERED WITH THE WATER OF PT OF AN UNNAMED LAKE; MICHIPICOTEN
11. PIN 31158-0176 (LT) BEING MINING RIGHTS ONLY; PCL 43 SEC MICH; PT MINING CLAIM SSM18641 CHABANEL BEING THAT PT NOT COVERED BY THE WATERS OF MILDRED LAKE; MICHIPICOTEN
12. PIN 31158-0178 (LT) BEING MINING RIGHTS ONLY; PCL 44 SEC MICH; PT MINING CLAIM SSM18642 CHABANEL BEING THAT PT NOT COVERED BY THE WATERS OF MILDRED LAKE; MICHIPICOTEN
13. PIN 31158-0180 (LT) BEING MINING RIGHTS ONLY; PCL 45 SEC MICH; MINING CLAIM SSM18643 CHABANEL; MICHIPICOTEN

14. PIN 31158-0182 (LT) BEING MINING RIGHTS ONLY; PCL 46 SEC MICH; MINING CLAIM SSM18644 CHABANEL; MICHIPICOTEN
15. PIN 31158-0184 (LT) BEING MINING RIGHTS ONLY; PCL 47 SEC MICH; PT MINING CLAIM SSM18645 CHABANEL AS IN A7369; MICHIPICOTEN
16. PIN 31158-0186 (LT) BEING MINING RIGHTS ONLY; PCL 48 SEC MICH; MINING CLAIM SSM23011 CHABANEL; MICHIPICOTEN
17. PIN 31158-0188 (LT) BEING MINING RIGHTS ONLY; PCL 49 SEC MICH; MINING CLAIM SSM23012 CHABANEL BEING LAND AND LAND COVERED WITH THE WATER OF PT OF AN UNNAMED LAKE; MICHIPICOTEN
18. PIN 31158-0190 (LT) BEING MINING RIGHTS ONLY; PCL 147 SEC MICH; MINING CLAIM SSM23543 CHABANEL; MICHIPICOTEN
19. PIN 31158-0192 (LT) BEING MINING RIGHTS ONLY; PCL 150 SEC MICH; MINING CLAIM SSM22874 CHABANEL; MICHIPICOTEN
20. PIN 31158-0194 (LT) BEING MINING RIGHTS ONLY; PCL 153 SEC MICH; MINING CLAIM SSM13687 CHABANEL; MICHIPICOTEN
21. PIN 31158-0196 (LT) BEING MINING RIGHTS ONLY; PCL 156 SEC MICH; MINING CLAIM SSM23544 CHABANEL; MICHIPICOTEN
22. PIN 31158-0198 (LT) BEING MINING RIGHTS ONLY; PCL 182 SEC MICH; MINING CLAIM SSM22714 CHABANEL; MICHIPICOTEN
23. PIN 31158-0200 (LT) BEING MINING RIGHTS ONLY; PCL 187 SEC MICH; MINING CLAIM SSM13686 CHABANEL; MICHIPICOTEN
24. PIN 31158-0202 (LT) BEING MINING RIGHTS ONLY; PCL 195 SEC MICH; MINING CLAIM SSM22946 CHABANEL; MICHIPICOTEN
25. PIN 31158-0204 (LT) BEING MINING RIGHTS ONLY; PCL 196 SEC MICH; PT MINING CLAIM SSM22945 CHABANEL AS IN A7591; MICHIPICOTEN
26. PIN 31158-0206 (LT) BEING MINING RIGHTS ONLY; PCL 207 SEC MICH; MINING CLAIM SSM22718 CHABANEL; MICHIPICOTEN
27. PIN 31158-0208 (LT) BEING MINING RIGHTS ONLY; PCL 208 SEC MICH; MINING CLAIM SSM22719 CHABANEL; MICHIPICOTEN
28. PIN 31158-0210 (LT) BEING MINING RIGHTS ONLY; PCL 212 SEC MICH; MINING CLAIM SSM22726 CHABANEL; MICHIPICOTEN
29. PIN 31158-0212 (LT) BEING MINING RIGHTS ONLY; PCL 220 SEC MICH; MINING CLAIM SSM22721 CHABANEL; MICHIPICOTEN
30. PIN 31158-0214 (LT) BEING MINING RIGHTS ONLY; PCL 225 SEC MICH; MINING CLAIM SSM22722 CHABANEL; MICHIPICOTEN

- 31. PIN 31158-0216 (LT) BEING MINING RIGHTS ONLY; PCL 229 SEC MICH; MINING CLAIM SSM13683 CHABANEL EXCEPT THEREOUT AND THEREFROM THE ROW OF THE ALGOMA CENTRAL AND HUDSON BAY RAILWAY CROSSING THE SAID LANDS; MICHIPICOTEN
  
- 32. PIN 31158-0218 (LT) BEING MINING RIGHTS ONLY; PCL 12787 SEC AWS; MINING CLAIM SSM17333 CHABANEL BEING LAND AND LAND UNDER THE WATER OF AN UNNAMED POND AS SHOWN ON PL ATTACHED TO PATENT A7045; MINING CLAIM SSM17334 CHABANEL AS SHOWN ON PLAN ATTACHED TO PATENT A7046; MINING CLAIM SSM17335 CHABANEL BEING LAND AND LAND COVERED BY THE WATER OF AN UNNAMED POND AS SHOWN ON PL ATTACHED TO PATENT A7047; MINING CLAIM SSM17336 CHABANEL BEING LAND AND LAND UNDER THE WATER OF AN UNNAMED POND AS SHOWN ON PL ATTACHED TO PATENT A7048; MINING CLAIM SSM17337 CHABANEL BEING LAND AND LAND UNDER THE WATER OF AN UNNAMED POND AS SHOWN ON PL ATTACHED TO PATENT A7049; MINING CLAIM SSM17338 CHABANEL BEING LAND AND LAND UNDER THE WATER OF THE TWO UNNAMED PONDS AS SHOWN ON PL ATTACHED TO PATENT A7050; MINING CLAIM SSM17339 CHABANEL BEING LAND AND LAND UNDER THE WATER FO AN UNNAMED POND AS SHOWN ON PL ATTACHED TO PATENT A7051; MINING CLAIM SSM17340 CHABANEL BEING LAND AND LAND UNDER THE WATER OF AN UNNAMED POND AS SHOWN ON PL ATTACHED TO PATENT A7052; MINING CLAIM SSM17341 CHABANEL AS SHOWN ON PL ATTACHED TO PATENT A7053; MINING CLAIM SSM17342 CHABANEL AS SHOWN ON PL ATTACHED TO PATENT A7054; MINING CLAIM SSM17343 CHABANEL BEING LAND AND LAND UNDER THE WATER OF BROOKS LAKE AS SHOWN ON PL ATTACHED TO PATENT A7055; MICHIPICOTEN
  
- 33. PIN 31158-0220 (LT) BEING MINING RIGHTS ONLY; PCL 12788 SEC AWS; PT MINING CLAIM SSM17650 CHABANEL NOT COVERED BY THE WATERS OF LENA LAKE AS SHOWN ON PLAN ATTACHED TO PATENT A-7037; MICHIPICOTEN
  
- 34. PIN 31158-0222 (LT) BEING MINING RIGHTS ONLY; PCL 12786 SEC AWS; MINING CLAIM SSM17358 CHABANEL AS OUTLINED IN RED ON PL ATTACHED TO PATENT A7061; MINING CLAIM SSM17359 CHABANEL AS OUTLINED IN RED ON PL ATTACHED TO PATENT A7062; MINING CLAIM SSM17362 CHABANEL BEING LAND AND LAND COVERED BY THE WATER OF AN UNNAMED LAKE AS SHOWN ON PL ATTACHED TO PATENT A7065; MINING CLAIM SSM17363 CHABANEL AS OUTLINED IN RED ON PL ATTACHED TO PATENT A7066; MINING CLAIM SSM17361 CHABANEL AS SHOWN ON PL ATTACHED TO PATENT A 7064; PT MINING CLAIM SSM17360 CHABANEL NOT COVERED BY THE WATER OF LENA LAKE BUT INCLUDING LAND UNDER THE WATER OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM AS SHOWN ON PL ATTACHED TO PATENT A7063; MICHIPICOTEN

**PART 2 - UNPATENTED MINING CLAIMS – List of unpatented mining claims**

Township/Area	Claim Number
CHABANEL	SSM 1235747
CHABANEL	SSM 1235754

CHABANEL	SSM 1235757
CHABANEL	SSM 1243318
CHABANEL	SSM 1243319
CHABANEL	SSM 1243325
CHABANEL	SSM 1243332
CHABANEL	SSM 1243335
CHABANEL	SSM 1243336
CHABANEL	SSM 1243363
CHABANEL	SSM 1243365
CHABANEL	SSM 1243369
CHABANEL	SSM 1243373
CHABANEL	SSM 1243377
CHABANEL	SSM 1243509
CHABANEL	SSM 1243510

**Schedule C**  
**Claims to be expunged, radiated, cancelled and discharged from title to the Property and  
the Unpatented Mining Claims**

**The Property (Land Titles)**

1. A notice registered on March 2, 2005 as Instrument No. LT254680 by Algoma Steel Inc., as applicant.
2. A notice registered on August 20, 2008 as Instrument No. AL40749 by 3814793 Canada Inc., as applicant, to which is attached an agreement dated January 1, 2005 between Joseph John Leadbetter, as assignor, and Diamond Lake Mining Ltd., as assignee.
3. A notice registered on May 15, 2009 as Instrument No. AL53601 by 3814793 Canada Inc. and Paulette A. Mousseau-Leadbetter, as applicants, to which is attached an agreement dated November 27, 2008 among Dianor Resources Inc., 3814793 Canada Inc. and Paulette A. Mousseau-Leadbetter.
4. A notice registered on August 18, 2009 as Instrument No. AL58043 by 1778778 Ontario Inc., as applicant, to which is attached an assignment of agreement dated June 26, 2009 between 3814793 Canada Inc. and Paulette A. Mousseau-Leadbetter, as assignors, and 1778778 Ontario Inc., as assignee.
5. A notice registered on December 4, 2013 as Instrument No. AL126350 by 2350614 Ontario Inc., as applicant, to which is attached an agreement dated January 1, 2013 between 1778778 Ontario Inc., as vendor, and 2350614 Ontario Inc., as purchaser.
6. Execution No. 12-0000339 filed in the office of the Sheriff of the Territorial District of Algoma (Sault Ste. Marie) issued on October 10, 2012 against Dianor Resources Inc. and Resources Dianor Inc. by 1778778 Ontario Inc. (original amount of judgment was \$50,000.00 plus costs etc.).
7. Execution No. 12-0000340 filed in the office of the Sheriff of the Territorial District of Algoma (Sault Ste. Marie) issued on October 10, 2012 against Dianor Resources Inc. and Resources Dianor Inc. by 1778778 Ontario Inc. (original amount of judgment was \$2,652,657.53 plus costs etc.).

**Unpatented Mining Claims**

1. T0850-00474 is an agreement between 3814783 Canada Inc. and Diamond Lake Mining Ltd. Recorded on September 29, 2008. This agreement is an assignment of an Excavation Agreement dated for reference December 16th, 2004 between Joseph John Leadbetter and Dianor Resources Inc. wherein Joseph John Leadbetter was granted the sole and exclusive contract for excavation work in respect of lands in Chabenal Township. Joseph John Leadbetter assigned his interest under the aforesaid Excavation Agreement to Diamond Lake Mining Ltd. pursuant to an Agreement dated January 1, 2005.
2. T0950-00147 is an agreement between Ressources Dianor Inc./Dianor Resources Inc. and 3814793 Canada Inc. recorded on May 25, 2009. This agreement is an assignment by 3814793 Canada Inc. and Paulette A. Mousseau-Leadbetter as assignor in favour of 1778788 Ontario Inc. of the assignor's right, title and interest in and to the Gross Overriding Interest.
3. T1350-00375 recorded on December 4, 2013 being an agreement dated January 1, 2013 between 1778778 Ontario Inc., as vendor, and 2350614 Ontario Inc., as purchaser.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

- Any lien and encumbrance as relates to any mineral properties of the Debtor and/or the rights in and to such mineral properties in favour of any governmental or regulatory authority, the rights reserved to or for any governmental or regulatory authority thereunder.
- Any registered easements and any registered restrictions or covenants that run with the mineral properties of the Debtor except those listed on Schedule “C” of the Vesting Order.
- Any rights of way for, or reservations or rights of others relating to, sewers, water lines, gas lines, pipelines, electric lines and telephone lines and other similar products or services related to the mineral properties of the Debtor.
- Any zoning by-laws, ordinances or other restrictions as to the use of real property imposed by any governmental or regulatory authority registered against title to the mineral properties of the Debtor.
- Liens in respect of the indebtedness owing from the Debtor to TEC.

**THIRD EYE CAPITAL CORPORATION**  
Applicant

- and -

**RESSOURCES DIANOR INC. / DIANOR RESOURCES  
INC.**  
Respondent

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced in Toronto**

---

**ORDER  
(Sale Approval and Vesting)**

---

**FASKEN MARTINEAU DuMOULIN LLP**  
333 Bay Street – Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto, ON M5H 2T6

**Stuart Brotman (LSUC# 43430D)**  
**Dylan Chochla (LSUC# 62137I)**

Tel: 416 366 8381  
Fax: 416 364 7813  
**sbrotman@fasken.com**  
**dchochla@fasken.com**

**Lawyers for Richter Advisory Group Inc. in its  
capacity as Court-appointed Receiver of  
Ressources Dianor Inc. / Dianor Resources Inc.**