

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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***

**MOTION RECORD
(returnable October 7, 2015)
(Approval of Bid Process)**

October 1, 2015

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC#43430D)

Tel: 416 865 5419

Fax: 416 364 7813

sbrotman@fasken.com

Dylan Chochla (LSUC#62137D)

Tel: 416 868 3425

Fax: 416 364 7813

dchochla@fasken.com

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

TO: THE ATTACHED SERVICE LIST

E-SERVICE LIST

(As of October 1, 2015)

TO:	<p>FASKEN MARTINEAU DuMOULIN LLP 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6</p> <p>Attention: Stuart Brotman/ Dylan Chochla Phone: (416) 865-5419/ (416) 868-3425 Email: sbrotman@fasken.com/dchochla@fasken.com</p> <p><i>Counsel to Richter Advisory Group Inc., the Court-Appointed Receiver of Ressources Dianor Inc./ Dianor Resources Inc.</i></p>
AND TO:	<p>STIKEMAN ELLIOT LLP 5300 Commerce Court West Toronto, ON M5L 1B9</p> <p>Attention: Maria Konyukhova/ Yannick Katirai Phone: (416) 869-5230/ (416) 869-5556 Email: mkonyukhova@stikeman.com/ ykatirai@stikeman.com</p> <p><i>Counsel to Third Eye Capital Corporation</i></p>
AND TO:	<p>JOHANSEN LAW FIRM 102-981 Balmoral Street Thunder Bay, ON P7B 0A6</p> <p>Attention: Rod Johansen Phone: (807) 474-4440 Email: rod@johansenlaw.ca</p> <p><i>Counsel to Joseph Leadbetter</i></p>
AND TO:	<p>ESSAR STEEL ALGOMA 105 West Street Sault Ste. Marie, ON P6A 7B4</p>
AND TO:	<p>2350614 ONTARIO INC. 1 Gold Street Wawa, ON P0S 1K0</p>

AND TO:	SA MAJESTÉ DU CHEF DU CANADA (MINISTRE DU REVENU DU QUÉBEC) 555, avenue MacKenzie 7e Étage Édifice Connaught Ottawa, ON K1A 0L5
AND TO:	AGENCE DU REVENU DU QUÉBEC (MINISTRE DU REVENU DU QUÉBEC) 3 Complexe Desjardins C.P. 5000, secteur D221LC Montréal, QC H5B 1A7 Attention: André Larivière Email: andre.lariviere@revenuquebec.ca
AND TO:	BANQUE ROYALE DU CANADA 630 Boulevard René-Levesque Ouest 1e Étage Montreal, QC H3B 1S6

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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***

INDEX

TAB		PAGE NO.
1.	Notice of Motion	1
A	Draft Order	
2.	Receiver's Report, dated October 1, 2015	
A	Order of the Honourable Mr. Justice Mew, dated August 20, 2015	
B	Affidavit of Arif Bhalwani, sworn August 19, 2015	
C	Listing of Unpatented Mining Claims in Ontario	
D	Listing of Patented Mining Claims in Ontario	
E	Listing of Mining Claims in Quebec	
F	PPSA Search Results	
G	Bid Process Teaser Document	

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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***

**NOTICE OF MOTION
(returnable October 7, 2015)
(Re Approval of Bid Process)**

RICHTER ADVISORY GROUP INC. (“**Richter**”), in its capacity as the Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Ressources Dianor Inc. / Dianor Resources Inc. (“**Dianor**”) acquired for, or used in relation to a business carried on by Dianor, including all proceeds thereof (the “**Property**”), will make a motion to a judge of the Commercial List on Wednesday, October 7, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at the Court House at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an order substantially in the form attached hereto as Schedule “A”, *inter alia*:
 - (i) abridging the time for service of the Notice of Motion and the Motion Record herein, if necessary, and validating service thereof;
 - (ii) approving the actions and activities of the Receiver as set out in the first report of the Receiver dated October 1, 2015 (the "**First Report**");
 - (iii) approving a process to market Dianor’s assets for sale (the "**Bid Process**"); and
- (b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) Dianor is a Canadian-based diamond exploration company focused on the acquisition and exploration of mining properties in Canada;
- (b) Dianor’s primary asset is its interest in 50 mining claims located in Ontario (the "**Ontario Project**") and 48 mining claims located in Quebec (the "**Ekomiak and PEM Project**") and together with the Ontario Project, the "**Projects**");
- (c) Dianor is currently not active and has no remaining employees, management personnel or engaged board members;

- (d) on August 20, 2015, on application of Third Eye Capital Corporation (“**Third Eye**”), the Honourable Justice Mew granted an Order appointing Richter as Receiver (the “**Appointment Order**”);
- (e) the Appointment Order empowered and authorized the Receiver to, *inter alia*, market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

The Bid Process

- (f) the Receiver understands that management of Dianor had been trying to find new investors and/or partners for the Ontario Project since 2011. Third Eye has also canvassed several potential investors about possibly purchasing its debt or the assets of Dianor with the intention of advancing the Ontario Project. To date these efforts have not produced an acceptable offer for Dianor or its assets;
- (g) given the previous marketing efforts, the Receiver proposes to undertake an expedited and focused Bid Process in respect of the Property as a means of testing the market, gauging interest in Dianor and/or the Projects, and determining whether a transaction could be completed that provides some recovery to Dianor’s creditors;
- (h) the Receiver proposes to market the Company’s assets to third parties for a period of approximately 45 days on the terms set out and described in the First Report;
- (i) the Receiver is of the view that the proposed Bid Process is reasonable in the circumstances;

Other Grounds

- (j) those further grounds as set out in the First Report, and the Schedules thereto;
- (k) the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (l) the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (m) the inherent and equitable jurisdiction of this Court;
- (n) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (o) such further other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) the First Report and the Schedules thereto; and
- (b) such further and other material as counsel may advise and this Honourable Court may permit.

October 1, 2015

FASKEN MARTINEAU DUMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC#43430D)
Tel: 416 865 5419
Fax: 416 364 7813
sbrotman@fasken.com

Dylan Chochla (LSUC#62137I)

Tel: 416 868 3425
Fax: 416 364 7813
dchochla@fasken.com

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

TO: THE SERVICE LIST

Tab A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE
JUSTICE

)
)
)

WEDNESDAY, THE 7th
DAY OF OCTOBER, 2015

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*

ORDER
(APPROVAL OF BID PROCESS)

THIS MOTION, made by Richter Advisory Group Inc., in its capacity as the Court-appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Ressources Dianor Inc. / Dianor Resources Inc. (“**Dianor**”) acquired for, or used in relation to a business carried on by Dianor, including all proceeds thereof, for an Order approving, *inter alia*, a sale process to market Dianor’s assets (the “**Bid Process**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the first report of the Receiver dated October 1, 2015, and the schedules thereto (the “**First Report**”), filed; and on hearing the submissions of counsel for the Receiver,

counsel for Third Eye Capital (“**Third Eye**”), and such other parties as were present, no one else appearing although duly served as appears from the Affidavit of service of Tasha Boyd sworn October <@>, 2015, 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.

ACTIVITIES OF THE RECEIVER

2. THIS COURT ORDERS that the activities of the Receiver as set out in the First Report be and are hereby approved.

BID PROCESS

3. THIS COURT ORDERS that the Bid Process as set out and described in the First Report be and is hereby approved (subject to such non-material amendments as may be agreed to by the Receiver and Third Eye) and the Receiver is hereby authorized and directed to take such steps as it deems necessary or advisable to carry out the Bid Process, subject to prior approval of this Court being obtained before completion of any transaction(s) resulting from the Bid Process.

GENERAL

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

5. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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
(Approval of Bid Process)**

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.**

THIRD EYE CAPITAL CORPORATION
Applicant

- and -

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced in Toronto

**NOTICE OF MOTION
(Returnable October 7, 2015)
(Approval of Bid Process)**

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.**

TAB 2

RICHTER

Richter Advisory Group Inc.
181 Bay Street, 33rd Floor
Toronto, ON M5J 2T3
www.richter.ca

**RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.
FIRST REPORT OF RICHTER ADVISORY GROUP INC.,
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF
RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.**

OCTOBER 1, 2015

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

BETWEEN:

THIRD EYE CAPITAL CORPORATION

Applicant

- and -

RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.

Respondent

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,
C. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43 AS
AMENDED

**FIRST REPORT OF RICHTER ADVISORY GROUP INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF
RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.**

OCTOBER 1, 2015

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PURPOSE OF REPORT.....	1
III.	QUALIFICATIONS.....	1
IV.	BACKGROUND	2
V.	PROPOSED SALES PROCESS.....	6
VI.	RECEIVER'S ACTIVITIES SINCE THE DATE OF APPOINTMENT.....	8
VII.	CONCLUSION AND RECOMMENDATION.....	9

APPENDICIES

APPENDIX "A" –	ORDER OF THE HONOURABLE MR. JUSTICE MEW DATED AUGUST 20, 2015
APPENDIX "B" –	AFFIDAVIT OF ARIF BHALWANI SWORN AUGUST 19, 2015
APPENDIX "C" –	LISTING OF UNPATENTED MINING CLAIMS IN ONTARIO
APPENDIX "D" –	LISTING OF PATENTED MINING CLAIMS IN ONTARIO
APPENDIX "E" –	LISTING OF MINING CLAIMS IN QUEBEC
APPENDIX "F" –	PERSONAL PROPERTY SEARCH RESULTS FOR ONTARIO AND QUEBEC
APPENDIX "G" –	BID PROCESS TEASER DOCUMENT

I. INTRODUCTION

1. Pursuant to an application by Third Eye Capital Corporation ("**Third Eye**" or the "**Lender**") under section 243(1) of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, Richter Advisory Group Inc. was appointed as Receiver ("**Richter**" or the "**Receiver**") without security over all the assets, undertakings and properties (the "**Property**") of Ressources Dianor Inc. / Dianor Resources Inc. ("**Dianor**" or the "**Company**") by way of an order (the "**Appointment Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), dated August 20, 2015 (the "**Date of Appointment**"), A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. This report (the "**Report**") is the Receiver's first report filed with this Court in connection with these receivership proceedings.

II. PURPOSE OF REPORT

3. The purpose of this Report is to provide this Court with information pertaining to:
 - (a) background on the Company, including its mineral properties;
 - (b) the activities of the Receiver since the Date of Appointment;
 - (c) the Receiver's post-filing strategy, including an outline of the proposed sales process (the "**Bid Process**") the Receiver intends to undertake in order to realize on Dianor's assets; and
 - (d) recommend that this Court issue an order:
 - (i) approving the activities of the Receiver as outlined in this Report; and
 - (ii) approving the Bid Process and authorizing the Receiver to take such steps as necessary to implement the same.

III. QUALIFICATIONS

4. In preparing this Report, Richter has relied upon unaudited financial information, the Company's limited and potentially dated books and records, financial information prepared by the Company and discussions with the Lender and its legal counsel (collectively, the "**Information**").

5. In accordance with industry practice, except as described in this Report:
 - (a) Richter has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
 - (b) future-oriented financial information relied upon in preparing this Report is based on management's assumptions regarding future events. Actual results achieved may vary from this information and these variations may be material.
6. As described below, Dianor is currently not an active company and the Receiver understands that the Company has no remaining employees, management personnel or board members. As a consequence, the Receiver has had to rely on the Company's limited and dated books and records that were made available to it by Third Eye, as well as the public filings made by Dianor while it was active (copies of which are available on www.sedar.com).
7. Unless otherwise noted, all monetary amounts contained in this Report are expressed in Canadian dollars.

IV. BACKGROUND

Company Overview

8. Dianor is a Canadian-based diamond exploration company focused on the acquisition and exploration of mining properties in Canada. The Company's shares were publicly traded on the TSX Venture Exchange ("TSXV") under the symbol "DOR"; however, on October 20, 2014, Dianor's shares were officially delisted from the TSXV as the Company was in default of applicable securities laws.
9. Dianor was incorporated on July 20, 1987 under the *Companies Act* (Quebec) under the name Ressources Kimex Inc. The Company amended its articles on June 1, 1993 to change its name to Ressources Dianor Inc., and on August 27, 1997, the Company again amended its articles to add an English version (Dianor Resources Inc.) to its corporate name. The Company's registered office and principal place of business was located at 649 3rd Avenue, 2nd Floor, Val d'Or, Quebec.

10. As described in the affidavit of Mr. Arif Bhalwani sworn August 19, 2015 in support of Third Eye's application for the appointment of the Receiver (the "**Bhalwani Affidavit**"), Dianor is currently not active and the Receiver understands the Company has had no substantial operations since December 2012. The Receiver further understands the Company has no remaining employees, management personnel or board members. A copy of the Bhalwani Affidavit is attached hereto without exhibits as **Appendix "B"**.

Mining Claims Held by the Company

11. The Company currently holds the following mining claims located on the Superior Craton, a geological area underlying the James Bay region of Ontario and Quebec:
 - (a) 16 unpatented mining claims located in Ontario (hereinafter referred to as the "**Unpatented Claims**"). A list of the known Unpatented Claims is attached hereto as **Appendix "C"**;
 - (b) 34 patented mining claims located in Ontario (hereinafter referred to as the "**Patented Claims**", and together with the Unpatented Claims, the "**Leadbetter Project**"). A list of the known Patented Claims is attached hereto as **Appendix "D"**. With the exception of one Patented Claim (being PIN 31158-0129), the Patented Claims appear to be in respect of mining rights only. The surface rights for the Patented Claims appear to be held by either 1778778 Ontario Inc. ("**177Co**") or 2350614 Ontario Inc. ("**235Co**"), each being a company that the Receiver understands is owned or controlled by the original prospector, Mr. Joseph Leadbetter ("**Mr. Leadbetter**"); and
 - (c) 48 mining claims located in Quebec (hereinafter referred to as the "**Quebec Claims**" or the "**Ekomiak and PEM Project**", and collectively with the Leadbetter Project, the "**Projects**"). A list of the known Quebec Claims is attached hereto as **Appendix "E"**.
12. Dianor's ownership interest in the Leadbetter Project appears to be subject to certain royalties, including:

- (a) a gross overriding royalty ("GOR") for diamonds in favour of 235Co (recorded on the mining claim abstracts for the Unpatented Claims and the parcel registers for the Patented Claims);
- (b) a gross royalty for all other metals and minerals in favour of 235Co (recorded on the mining claim abstracts for the Unpatented Claims and the parcel registers for the Patented Claims); and
- (c) a GOR for all minerals in favour of Essar Steel Algoma Inc. (the Receiver is working with Third Eye to locate a copy of the GOR agreement).

Description of the Projects

13. The Leadbetter Project is the Company's flagship diamond project near Wawa, Ontario which consists of two contiguous land packages. The Leadbetter Project is the most advanced of the Company's Projects and comprises the most significant component of Dianor's Property. The Leadbetter Project covers approximately 16 square kilometres in area, and is located 12km northeast of the township of Wawa, Ontario. The Company incurred substantial exploration expenditures on the Leadbetter Project from 2005 onward as it attempted to define this large resource. In 2007, the Company announced preliminary tonnage estimates for the Leadbetter Project in the range of 549 million to 583 million tonnes of diamondiferous conglomerates on the property. In addition to diamonds, Dianor also announced sampling results indicated the presence of gold, sapphires and other gemstones in the conglomerate. In early October 2009, Dianor filed an updated National Instrument 43-101 compliant independent technical report for the Leadbetter Project.
14. The Ekomiak and PEM Project is an early stage diamond project located in the James Bay region of Quebec.

Company's Creditors

15. The Receiver understands Dianor had total liabilities of approximately \$11.3 million as per its most recent financial statements dated September 30, 2011. As previously noted, the Company is no longer active and has not been since December 2012. Accordingly, access to the Company's

books and records, as well as previous management personnel, has been limited and we have had to rely on incomplete information. As such, details on the Company's current obligations to creditors are not known to the Receiver at the time of this Report.

16. As described in the Bhalwani Affidavit, the Receiver understands Dianor's secured obligations owed to Third Eye amount to approximately \$5.5 million as at August 18, 2015 (the "**Third Eye Indebtedness**").
17. The debenture dated September 16, 2010 made by Dianor in favour of Third Eye was recorded as a charge on each mining claim abstract that comprise the Unpatented Claims and on each parcel register that comprise the Patented Claims. The deed of hypothec and issue of bonds dated September 3, 2010 made by Dianor in favour of Third Eye was registered at the Public Register of Real and Immovable Mining Rights against 38 of the mining rights that comprise the Quebec Claims.
18. Fasken Martineau DuMoulin LLP, counsel to the Receiver, has conducted a search of registrations made against Dianor pursuant to the (Ontario) *Personal Property Security Act* and the (Quebec) Register of Personal and Movable Real Rights as of September 8, 2015. Attached hereto as **Appendix "F"** are copies of the search results.
19. In Ontario, there are registrations in favour of Third Eye and 235Co. In Quebec, there are registrations in favour of Third Eye, Banque Royale du Canada, Agence de Revenu du Québec (Ministre du Revenu du Québec), and Sa Majesté du Chef du Canada (Ministre du Revenu du Québec). These registrants have been given notice of this motion.
20. At this time the Receiver has not obtained a legal opinion with respect to the validity or enforceability of any security interest in Dianor's assets. The Receiver will assess the need for such an opinion as the matter proceeds.
21. The Company's financial performance and position, as well as the causes of its insolvency, are detailed extensively in the Bhalwani Affidavit and are, therefore, not repeated herein.

V. **PROPOSED SALES PROCESS**

22. The Receiver understands that management of Dianor had been trying to find new investors and/or partners for the Leadbetter Project in 2011 and 2012. Management held discussions with a number of parties but was unable to finalize a transaction prior to ceasing operations in December 2012.
23. Third Eye had also canvassed several potential investors about possibly purchasing its debt or the assets of the Debtor with the intention of advancing the Leadbetter Project. The Receiver understands these efforts continued until August 2015 but did not result in any binding commitments or a transaction.
24. *In light of the previous marketing efforts as described above, the Receiver proposes to undertake an expedited, focused Bid Process in respect of the Property as a means of testing the market, gauging interest in the Company and/or the Projects, with a view to concluding a transaction that provides a recovery to creditors.*
25. As described above, it appears that Dianor owns the mining rights to the Patented Claims but not the surface rights, which are held by 177Co or 235Co. The Receiver understands that the surface *rights have been listed for sale. The Receiver intends to engage in discussions with Mr. Leadbetter about the interests of 177Co and 235Co in the Leadbetter Project and about the proposed Bid Process.*
26. In order to provide parties with an opportunity to bid on the Property, the Receiver proposes to market the Company's assets to third parties for a period of approximately 45 days. The key aspects of the Bid Process are as follows:
 - (a) as soon as practical, a teaser document will be sent to a list of interested parties (the "**Interested Parties**") identified by the Receiver as potentially having an interest in the Company and/or the Projects. Attached hereto as **Appendix "G"** is a copy of the teaser. No formal confidential information memorandum will be prepared as the Receiver has established an electronic data room (the "**Data Room**") to provide Interested Parties with full access to all relevant information relating to the Company and/or the Projects;

- (b) Interested Parties will be required to sign a confidentiality agreement prior to obtaining access to the Data Room to assist in their evaluation of the Company and its assets;
- (c) Interested Parties will be required to submit binding offers (the "**Offers**") to the Receiver by 5pm EST on November 23, 2015 (the "**Bid Deadline**"). The Receiver will deposit in the Data Room a form of template asset purchase agreement (the "**APA**") on which Interested Parties shall submit Offers;
- (d) Offers are to be (i) made in the form of the APA with all revisions reflected in a redlined copy and (ii) accompanied with a deposit in an amount equal to 10% of the purchase price. To be considered by the Receiver, all Offers are to be on an "as is where is" basis and subject to Court approval. Offers shall remain open for acceptance by the Receiver for a period of at least 5 business days from the Bid Deadline;
- (e) the acceptability of any of the Offers received is to be determined by the Receiver, in consultation with Third Eye and any other party that the Receiver, in its discretion, deems relevant, subject to any confidentiality or other restrictions considered appropriate by the Receiver;
- (f) if no Offers have been received by the Bid Deadline, the Receiver, in consultation with Third Eye and any other party that the Receiver, in its discretion, deems relevant, will consider whether to continue the sales process and advise the Court accordingly;
- (g) the Receiver shall not be required to accept the highest or best Offer, or any Offer;
- (h) the Receiver may, in its sole discretion, elect to either: (i) accept an Offer, in which case the Receiver shall proceed to finalize the APA with the successful offering party, submit the Offer for court approval, with the closing of the sale to occur as soon as possible thereafter; or (ii) send written notice to parties that submitted the highest Offers (the "**Highest Bidders**") on or before November 27, 2015, advising the Highest Bidders that they are the Highest Bidders and informing them that the Receiver has elected to hold an auction (the "**Auction Notice**"). The Auction Notice shall include, amongst other things:
 - (i) the date, time and location of the proposed auction;

- (ii) the procedures pursuant to which the auction is to be conducted which are to be determined by the Receiver in its discretion; and
 - (iii) the terms of the baseline Offer on which all bids in the auction shall be made, along with relevant bid increments, to participate in the auction.
 - 27. Third Eye shall be entitled to participate in the auction as a bidder.
 - 28. The Receiver notes that while the proposed time-frame is condensed, the Receiver is of the view that the deadlines proposed in the Bid Process are reasonable given the previous efforts to market the Company and the breadth of information on the Company contained within the public domain due to previous TSXV disclosure requirements. Also, given the specialized nature of the assets covered by the Bid Process, it is anticipated that the Interested Parties who would express any interest would be knowledgeable in the mining and development sectors.
 - 29. The Receiver is also aware that Third Eye may wish to present a bid, and/or credit bid, for all or part of the assets of the Company. If Third Eye intends to present an Offer it must advise the Receiver of such intention in writing on or before November 19, 2015 (a "**Participation Notice**"). Upon delivery of a Participation Notice, Third Eye will be excluded from any participation in the Bid Process that might create an unfair advantage or jeopardize the integrity of the Bid Process. For greater certainty, if Third Eye delivers a Participation Notice it will be subject to the Bid Process procedures as an Interested Party and will not be entitled to submit an Offer after the Bid Deadline (as it may be extended) except in the context of an auction, provided, however, that any Offer presented by Third Eye shall not require a deposit.
 - 30. The Receiver shall have the right to make minor amendments to the Bid Process, including extending the timelines set forth in the Bid Process and described herein without further approval of the Court, provided the aggregate extension of the Bid Process shall not exceed 15 business days without Court approval.
- VI. RECEIVER'S ACTIVITIES SINCE THE DATE OF APPOINTMENT**
- 31. Since the Date of Appointment, the Receiver's activities included:

- (a) gaining access to Dianor's available books and records and making best efforts to acquire information on the Company's creditors, including attempting to contact Dianor's former CEO on same;
- (b) sending to known creditors and relevant government taxing authorities the *Notice and Statement of Receiver* required under Section 245(1) and 246(1) of the BIA;
- (c) considering processes to market the Company and/or the Projects, and developing the Bid Process;
- (d) corresponding with Third Eye and its counsel, Stikeman Elliott LLP, on a regular basis on the status of the receivership and the proposed post-filing strategy, including the Bid Process;
- (e) preparing a list of potential interested parties to contact in connection with the Bid Process; and
- (f) drafting of the teaser and compiling documentation on the Company and the Projects in connection with the Bid Process.

32. To inform creditors and all other stakeholders, general information on these proceedings has been posted on the Receiver's website at www.richter.ca/en/folder/insolvency-cases/d/dianor-resources-inc. The Receiver has also identified on its website a point of contact at Richter for any enquiries, including a telephone number and email address.

VII. CONCLUSION AND RECOMMENDATION

33. The Receiver is of the view that the Bid Process is reasonable in the circumstances and balances the search for a prospective purchaser with the costs associated with administering a sale process of this nature. The Bid Process provides the Company's stakeholders with an opportunity to maximize the value of the Property by attempting to find a purchaser for the Company and/or the Projects, which may be strategically attractive to prospective interested parties. The Receiver is also of the view that the Bid Process should provide interested parties with sufficient time to evaluate the Property and to make an offer in respect of the Company and / or the Projects, if interested.

Dated the 1st day of October, 2015

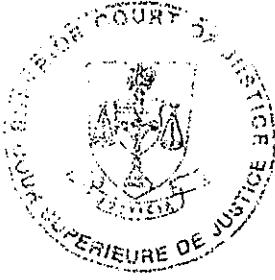
RESPECTFULLY SUBMITTED,



Paul van Eyk, CIRP, IFA, CPA
Senior Vice-President

Richter Advisory Group Inc.
the Receiver of Ressources Dianor Inc. / Dianor Resources Inc.
and not in its personal capacity

APPENDIX A



Court File No. CV15-11080-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR

)

THURSDAY, THE 20TH

JUSTICE MEW

)

DAY OF AUGUST, 2015

)

THIRD EYE CAPITAL CORPORATION

Applicant

- and -

RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by Third Eye Capital Corporation ("Third Eye") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Richter Advisory Group Inc. ("Richter") as receiver (in such capacities, 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, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Arif N. Bhalwani sworn August 18, 2015 and the Exhibits thereto, and on hearing the submissions of counsel for Third Eye, no one appearing for anyone else although duly served as appears from the affidavit of service of Yannick Katirai sworn August 18, 2015, and on reading the consent of Richter to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, section 31 of the Ontario *Mortgages Act*, or their respective equivalents under the laws of any other Province or Territory, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to negotiate the termination of any interests encumbering the Property and undertake such actions necessary to maximize the value of the Debtor's assets;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall

provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors,

such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post

Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems

advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to

Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'http://www.richter.ca/en/folder/insolvency-cases/d/dianor-resources-inc'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

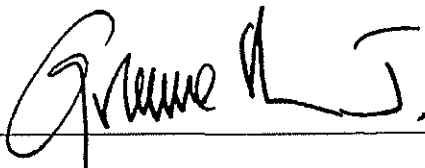
29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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

AUG 21 2015

NB

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Richter Advisory Group Inc., the receiver (the "Receiver") 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 (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the [20th] day of [August], 2015 (the "Order") made in an action having Court file number CV15-11080-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$●, being part of the total principal sum of \$● which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of ●per cent above the prime commercial lending rate of Bank of ● from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

Richter Advisory Group Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

THIRD EYE CAPITAL
CORPORATION

Applicant

RESSOURCES DIANOR INC. /
and DIANOR RESOURCES INC.

Respondent

Court File No. CV15-11080-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Maria Konyukhova LSUC# 52880V
Tel: (416) 869-5230
E-mail: mkonyukhova@stikeman.com

Yannick Katirai LSUC# 62234K
Tel: (416) 869-5556
E-mail: ykatirai@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

APPENDIX B

Court File No. »

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

BETWEEN:

THIRD EYE CAPITAL CORPORATION

Applicant

- and -

RESSOURCES DIANOR INC. / DIANOR RESOURCES INC.

Respondent

AFFIDAVIT OF ARIF N. BHALWANI
(sworn August 19, 2015)

I, Arif N. Bhalwani, of the City of Toronto, MAKE OATH AND SAY:

1. I am the Managing Director of the applicant Third Eye Capital Corporation ("Third Eye"). I have been Managing Director of Third Eye since September 23, 2005. I have reviewed the books and records of Third Eye, including the relevant contracts, correspondence, financial information and loan and security documents in this matter. I have also spoken with certain of the directors, officers and/or employees of Third Eye. In addition, I have reviewed the public filings and press releases of the respondent Ressources Dianor Inc. / Dianor Resources Inc. (the "Debtor"), as necessary. As such, I have knowledge of the matters to which I hereinafter depose. Where my affidavit is stated to be based on information I have received from others, I believe that information to be true.

PART 1 - Introduction

2. This affidavit is sworn in support of an application for, among other things, an order appointing Richter Advisory Group Inc. ("Richter") as receiver over all of the assets, undertakings, and properties of the respondent Debtor (in such capacity, the

"Receiver") pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. c.43, as amended (the "CJA").

3. All dollar amounts set out in this affidavit are denominated in Canadian Dollars unless otherwise indicated.

4. As described in greater detail below, the Debtor is indebted to Third Eye, on behalf of certain lenders, under a credit agreement dated as of August 28, 2010 (as amended, the "Credit Agreement") among the Debtor, as borrower; certain financial institutions and other entities, as lenders (collectively, the "Lenders"); and Third Eye, as administrative agent. Third Eye holds security over substantially all of the Debtor's assets to secure the Debtor's indebtedness.

5. All amounts outstanding under the Credit Agreement, totalling \$5,454,897.92 as at August 18, 2015 (including principal, accrued interest, fees and expenses), are now due and payable to Third Eye. The Debtor has been in default under the Credit Agreement since January 19, 2012 and has failed to repay the amounts it owes to Third Eye.

6. On August 6, 2015, Third Eye delivered a letter to the Debtor demanding repayment of all amounts outstanding, due and payable under the Credit Agreement and gave the Debtor notice of its intention to enforce its security by delivering a Notice of Intention to Enforce pursuant to section 244 of the BIA. Since August 6, 2015, the Debtor has not made any payments to Third Eye on account of its obligations under the Credit Agreement.

7. Third Eye is entitled to the appointment of a receiver under the terms of the Credit Agreement and the related security documents (which are described below). In addition, the appointment of a receiver is just and appropriate as a result of, among other things, the following:

- (a) Outstanding and unpaid amounts owing under the Credit Agreement are now due and payable;
- (b) The Debtor has been inactive for a number of years. It generates no revenues and has no ongoing operations, and therefore has no realistic prospect of repaying its indebtedness under the Credit Agreement;
- (c) Certain of the Debtor's assets - particularly the mineral rights and interests owned by the Debtor - may have economic value but are currently not being exploited;
- (d) The Debtor's past efforts to raise financing to exploit its mineral rights and interests or to market and sell its assets were unsuccessful;
- (e) A court-appointed receiver is required to take control of the Debtor, prevent further erosion of the value of the Debtor's assets, and preserve the value of the Debtor's assets for all of the Debtor's stakeholders;
- (f) As the major secured creditor, Third Eye has the primary economic interest in the Debtor;
- (g) Since March 25, 2013, Third Eye has been paying the fees and expenses necessary to maintain some of the Debtor's assets, including licenses and other rights, but is not willing to do so any further; and
- (h) Third Eye is prepared to advance funds to the Receiver to allow the Receiver to meet the Debtor's obligations as they come due, including the costs of maintaining the Debtor's assets during the term of the Receiver's appointment.

PART 2 - Overview of the Parties

A. Third Eye

8. Third Eye is a company existing under the laws of the Province of Ontario. Third Eye specializes in providing innovative debt financing solutions to primarily middle-market Canadian companies that are overlooked or underappreciated by conventional sources of capital.

9. As described in greater detail below, Third Eye is a major secured creditor of the Debtor and has security over all of the Debtor's real and personal property.

B. The Debtor

10. The Debtor is a corporation existing under the laws of the province of Québec. It was a reporting issuer whose common shares were traded on the TSX Venture Exchange (TSX-V) under ticker symbol DOR. However, the Debtor is currently in default of applicable securities laws and is on the list of defaulting reporting issuers maintained by the Ontario Securities Commission. The Debtor's shares are the subject of cease-trade orders issued by the *Autorité des marchés financiers* and the Ontario Securities Commission dated May 3 and May 7, 2012, respectively. Trading in the Debtor's shares has not resumed and those shares were officially delisted from the TSX-V on October 20, 2014.

11. According to the Debtor's filings with the *Registraire des entreprises* in Québec, the Debtor's head office is located in Val-D'Or, Québec.

12. The Debtor is not active and has no operations. It was formerly an exploration company focused on exploring and developing diamond-bearing properties in Canada. As described in greater detail below, the Debtor's principal assets are a portfolio of diamond-bearing properties on the Superior Craton, a geological region underlying a large area of Ontario and Québec. The Debtor's property near Wawa, Ontario (the "Leadbetter Diamond Project") is the most advanced of the Debtor's various

properties, is the Debtor's most valuable set of assets, and comprises the greater portion of the Debtor's property.

13. To my knowledge, the Debtor has no subsidiaries.

PART 3 - The Credit Facility

A. The Credit Agreement, Defaults and Forbearance

14. Pursuant to the Credit Agreement, Third Eye established a non-revolving, term credit facility ("Credit Facility") in the maximum principal amount of \$10 million. As indicated, approximately \$6 million is currently due and outstanding under the Credit Facility (including principal, accrued interest, fees and expenses). A copy of the Credit Agreement is attached hereto as Exhibit "A".

15. Pursuant to a Borrowing Notice dated October 4, 2010, Third Eye made an advance to the Debtor under the Credit Facility in the amount of \$2 million.

16. On October 29, 2010, Third Eye received repayment of \$1,000,147.95 under the Credit Agreement. The Debtor has not repaid any other amounts owing under the Credit Facility.

17. Funds advanced under the Credit Facility bear interest at the following rates, compounded monthly and to be paid monthly in arrears:

- (a) With respect to aggregate Advances Outstanding¹ in the principal amount of \$5 million or less, the greater of: (i) 12.00% and (ii) the sum of 9% and the interest rate per annum announced by Royal Bank of Canada as its prime rate for commercial loans in Canada ("Prime"); and

¹ All capitalized terms used but not defined in this section shall have the meanings given to them in the Credit Agreement.

- (b) With respect to aggregate Advances Outstanding in a principal amount greater than \$5 million, the greater of: (i) 15.00% and (ii) the sum of 12% and Prime.

18. In accordance with the terms of the Credit Agreement, upon the occurrence of an Event of Default, all amounts outstanding under the Credit Agreement bear interest at the rate of 25% per year.

19. Subject to mandatory prepayment obligations and the Debtor's right to terminate the Credit Facility, all amounts outstanding under the Credit Facility were due and payable on September 10, 2011. The Debtor could extend the Maturity Date for up to two one-year periods in accordance with the terms of the Credit Agreement but did not do so.

20. On August 31, 2011, the Debtor, Third Eye and the Lenders entered into a first amendment and waiver to the Credit Agreement (the "First Amendment"). Under the First Amendment, the Lenders agreed to waive the Event of Default arising from the Debtor's failure to pay the Administration Fee (as described in greater detail below). The First Amendment also amends the Maturity Date to the date that is 30 days after a demand for repayment in full of the Credit Facility by Third Eye. Beginning on October 1, 2011, a monitoring fee of \$350 per day started being payable by the Debtor to Third Eye until Advances Outstanding, all fees and unpaid interest have been repaid in full.

21. Events of Default under the Credit Agreement include, among others:

- (a) The Debtor failing to pay any amount of the Advances Outstanding when such amount becomes due and payable;
- (b) The Debtor failing to pay any interest or Fees when they become due and payable, and such failure remains unremedied for a period of three Business Days;

- (c) The Debtor breaching any covenants, negative covenants or financial covenants, subject to a cure period of five Business Days following Third Eye's written notice of such breach (if applicable);
- (d) The Debtor failing to pay the principal of, or premium or interest on, any of the Debtor's Debt which is outstanding in an aggregate principal amount exceeding \$100,000 when such amount becomes due and payable, and such failure continues after the applicable grace period (if any) specified in the agreement or instrument relating to the Debt;
- (e) The rendering of any judgment or order for the payment of money in excess of \$100,000 against the Debtor and either (i) enforcement proceedings have been commenced by a creditor upon the judgment or order and such proceedings are not stayed, or (ii) there is any period of 15 consecutive days during which a stay of enforcement of the judgment or order, by reason of a pending appeal or otherwise, is not in effect;
- (f) The Debtor (i) becoming insolvent or generally not able to pay its debts as they become due, or (b) admitting in writing its inability to pay its debts generally; and
- (g) The Debtor ceasing or suspending operations or business at the Leadbetter Diamond Project for 60 consecutive days or 180 days in the aggregate in any calendar year.

22. Upon the occurrence of a Default or an Event of Default:

- (a) Third Eye may declare the Advances Outstanding, all accrued interest and Fees and all other amounts payable under the Credit Agreement and the other Credit Documents to be immediately due and payable in full; and

- (b) Commence such legal action or proceedings as Third Eye (with the consent of the Majority Lenders) deems expedient, including the commencement of enforcement proceedings under the Credit Documents all without any additional action or notice.

B. The Security Package

23. Third Eye took security over all of the Debtor's real and personal property pursuant to the Debenture and the Deed of Hypothec. In addition to these documents, Third Eye, the Debtor and (in some cases) the Lenders entered into a number of ancillary security documents that varied or affected the business effect of the Debenture and the Deed of Hypothec. In my experience, this type of security package is typically taken in connection with securing syndicated loans of the type of the Credit Facility.

(i) The Debenture and Related Security Documents

a. The Debenture

24. The Credit Facility is secured by a Demand Debenture dated September 16, 2010 between the Debtor (as obligor) and Third Eye (as holder) (the "Debenture") in the maximum amount of \$12.5 million at an interest rate of 25% per year (accruing daily and payable monthly in arrears). In my experience, it is common for debentures and other instruments creating charges over land to refer to an outstanding indebtedness and interest rate that are significantly in excess of the actual principal amount and interest rate owing from the chargor. Notwithstanding the express terms of the Debenture, it does not represent a debt obligation of the Debtor that is independent from and in addition to the Credit Facility. A copy of the Debenture is attached hereto as Exhibit "B".

25. The Debenture states that the Debenture and all Charges (as that term is defined in the Debenture) were delivered to and deposited with Third Eye for the benefit of the Third Eye and the Lenders as general and continuing collateral security for the payment and performance of all debts, liabilities and obligations, present or future, direct or

indirect, absolute or contingent, matured or unmatured, at any time or from time to time due and accruing due and owing by or otherwise payable by the Obligor to Third Eye and the Lenders or any one or more of them, in any currency, under, in connection with or pursuant to the Credit Agreement and any other Credit Document to which the Obligor is a party, and whether incurred by the Obligor alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style and all Expenses.

26. Pursuant to the Debenture, the Debtor granted, assigned, conveyed, transferred, mortgaged, pledged and charged, as and by way of a fixed and specific mortgage, charge and pledge, to and in favour of Third Eye and otherwise granted to Third Eye a security interest in all of the Debtor's right, title and interest in and to all of the Debtor's real and immovable property, both freehold and leasehold, and other interests or rights in or over or under or relating to such property, whether patented or unpatented, including all mining rights and surface rights and mining lands and mining claims wheresoever situate, then owned, held, or thereafter acquired by the Debtor (collectively, the "Lands"). The security interests in the Lands will be referred to in this affidavit as the "Real Property Security Interests". The Real Property Security Interests cover both the surface rights (the "Surface Rights") and the mining rights (the "Mining Rights") in the Lands.

27. In addition, under the Debenture, the Debtor granted, mortgaged and charged, as and by way of a floating charge, to and in favour of Third Eye and otherwise granted to Third Eye a security interest in all of its property and undertaking then owned or thereafter acquired and all of the property and undertaking in which the Debtor then had or thereafter acquired any interest, of every nature and kind and wherever situate (the "Personal Property"). The security interests taken over the Personal Property will be referred to in this affidavit as the "Personal Property Security Interests". The Personal Property and the Lands will be referred to collectively in this affidavit as the "Collateral". The security interests created by the Debenture, including the Fixed

Security Interests and the Personal Property Security Interests, will be referred to herein as the "Security Interests".

28. Third Eye's Personal Property Security Interests were perfected by registrations made pursuant to the Ontario Personal Property Security Act, R.S.O. 1990, c. P.10 (the "PPSA") and made in the *Registre des droits personnels et reels mobiliers*. Results of searches showing those registrations are attached collectively hereto as Exhibit "C".

29. The Debenture was also recorded with the Ministry of Northern Development, Mines and Forestry - Provincial Recording Office.

30. Pursuant to the Debenture, the Security Interests are enforceable when:

- (a) The Debtor fails to repay the principal amount, interest and other amounts owing under the Debenture on demand or when they become due and payable; and
- (b) The Debtor breaches any other agreement or covenant it has given to Third Eye.

The Debtor has failed to repay all amounts owing under the Debenture and has breached other agreements with Third Eye, including the Credit Agreement. Accordingly, the Security Interests are now enforceable.

31. When the Security Interests are enforceable, Third Eye is entitled to realize upon the Collateral and enforce its rights by, among other things:

- (a) Institution of proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager of all or any part of the Collateral;
- (b) Entry into possession of the Collateral by any method permitted by law;

- (c) Sale, grant of options to purchase, or lease of all or any part of the Collateral;
- (d) Holding, storing and keeping idle or operating all or any part of the Collateral; and
- (e) Any other remedy or proceeding authorized or permitted under the Debenture or otherwise by law or equity.

b. Debenture Delivery Agreement

32. In addition, the Debtor and Third Eye (as Administrative Agent for the benefit of the Secured Creditors²) entered into a debenture delivery agreement dated September 16, 2010 (the "Debenture Delivery Agreement"). A copy of the Debenture Delivery Agreement is attached hereto as Exhibit "D".

33. The recitals to the Debenture Delivery Agreement state that the Debenture secures payment and performance of the Debtor's obligations under the Credit Agreement.

34. Although the Debenture (on its face) evidences a debt repayable on demand, Third Eye's right to demand such payment is contractually limited by the Debenture Delivery Agreement: the Debenture Delivery Agreement provides that Third Eye may demand payment under the Debenture and enforce on the security constituted by the Debenture upon the occurrence of an Event of Default under the Credit Agreement.

35. If the security created by the Debenture becomes enforceable, Third Eye may at any time: (a) realize upon or otherwise dispose of the Debenture by sale, transfer or delivery, or (ii) exercise and enforce all rights and remedies of a holder of the Debenture as if Third Eye were the absolute owner of the Debenture.

² Capitalized terms used but not defined in this section have the meanings given to them in the Debenture Delivery Agreement (as that term is defined herein).

(ii) Deed of Hypothec and Related Security Documents³

a. *Deed of Hypothec and Issue of Bonds*

36. On September 3, 2010, Third Eye (as trustee) and the Debtor (as grantor) entered into a deed of hypothec and issue of bonds (the "Deed of Hypothec"). A copy of the Deed of Hypothec is attached hereto as Exhibit "E". As with the Debenture described above, the Deed of Hypothec does not represent a debt obligation of the Debtor that is separate from the Credit Facility. Rather, in my experience, the security package taken pursuant to the Deed of Hypothec and its ancillary documents (described below) follow a structure that is commonly used when a debtor grants a syndicate of lenders security over immovable and moveable property in Québec (as is the case in respect of the Credit Facility).

37. Pursuant to the Deed of Hypothec, the Debtor appointed Third Eye as *Fondé de pouvoir* ("person holding the power of attorney") on behalf of present and future holders (the "Bondholders") of bonds to be issued pursuant to the Deed of Hypothec (the "Bonds") in order to receive and hold any right, hypothec and security interest created by the Deed of Hypothec.

38. The Deed of Hypothec contemplated the Debtor's issuance of Bonds in the maximum aggregate principal nominal value of \$20 million. All such Bonds would bear interest from their date of issuance until payment at a rate of 25% per year, calculated annually and payable on demand of the Bondholder.

39. As security for payment of the Bonds in principal and interest, and the payment of all sums due or to become due pursuant to the Deed of Hypothec and the performance of all obligations provided for under the Deed of Hypothec, the Debtor hypothecated in favour of Third Eye (for the benefit of Third Eye and the equal and

³ Capitalized terms used but not defined in this section have the meanings given to them in the Deed of Hypothec (as that term is defined herein).

rateable benefit of the Bondholders) the universality of the Debtor's Mineral Rights and its movable property, corporeal and incorporeal, present and future, of whatever nature and kind and wherever situate (collectively, the "Hypothecated Property"). The Hypothecated Property included, among other things, all of the Debtor's rights, title and interest in all the Mineral Rights.

40. The Deed of Hypothec originally granted Third Eye security interests in 186 mining claims. As at August 18, 2015, only 38 of these claims remain active. Pursuant to the Deed of Hypothec, Third Eye has first-ranking security interests over these claims.

41. In addition, by the terms of the Deed of Hypothec, Third Eye has a security interest in all of the Debtor's movable property that ranks behind a conventional movable hypothec without delivery in the amount of \$379,500.00 in favour of Banque Royale du Canada only.

42. The Deed of Hypothec states that it is an event of default thereunder if the Debtor without notice or other formality failed to pay the Bonds, in principal or interest, upon demand. Moreover, it is an event of default under the Deed of Hypothec for the Debtor to cause an Event of Default to occur under the Credit Agreement.

43. Upon the occurrence of a Default under the Deed of Hypothec, if Third Eye gives the Debtor written notice with respect to all or any part of the Hypothecated Claims, Third Eye is free to recover all claims and other Charged Property (as that term is defined in the Deed of Hypothec). Moreover, Third Eye may demand payment of the principal of and interest on all Bonds then outstanding and other moneys secured by the Deed of Hypothec or owing by the Debtor thereunder, and those amounts shall become immediately due and payable by the Debtor to Third Eye. If the Debtor fails to make payment of those amounts, the Trustee may proceed to realize the security created by the Deed of Hypothec and to exercise any right, recourse or remedy under the Deed of Hypothec or provided for by law.

44. Upon notice by Third Eye declaring due and payable the principal of and interest on the Bonds and all other moneys secured by the Deed of Hypothec or owing by the Debtor thereunder, the Debtor shall surrender the Charged Property to Third Eye.

b. The Bond

45. The Debtor has issued one bond under the Deed of Hypothec (the "Bond"). By its terms, the Bond contemplates the payment of \$20 million to Third Eye (in its capacity as administrative agent) upon presentation and surrender of the certificate representing the Bond. No further issuances of bonds can be made under the Deed of Hypothec because the principal nominal value of the Bond is equal to the total principal nominal value of bonds authorized to be issued under the Deed of Hypothec. Notwithstanding the express terms of the Bond, it does not represent a debt obligation of the Debtor that is independent from and in addition to the Credit Facility. A copy of the Bond certificate is attached hereto as **Exhibit "F"**.

c. Hypothec on Bonds

46. On September 30, 2010, pursuant to a hypothec on bonds (the "Hypothec on Bonds" and, together with the Debenture and the Deed of Hypothec, the "Security Documents"), the Debtor hypothecated and pledged in favour of Third Eye (for its benefit and the benefit of the Lenders) all of the Debtor's rights, title and interest in connection with or related to the Bond; all rights and revenues arising thereunder; all claims, present and future, that the Debtor may have against any person liable for the payment of the Bond; and the certificate or certificates that represent or may represent such Bond further to the assignment, cancellation or replacement of the Bond. A copy of the Hypothec on Bonds is attached hereto as **Exhibit "G"**.

47. The Hypothec on Bonds was granted in the amount of \$20 million, plus interest thereon at the rate of 25% per year. The security granted under the Hypothec on Bonds secured payment and performance of all the Debtor's obligations to the Lenders and Third Eye resulting from or contemplated by the Credit Agreement and the other Credit Documents to which the Debtor is a party.

48. Notwithstanding that the Bond (by its terms) was payable on demand, Third Eye agreed pursuant to the Hypothec on Bonds that it would not demand payment of the Bond until such time as an Event of Default had occurred and was continuing under the Credit Agreement and so long as it had not been waived. Upon the occurrence and continuance of an Event of Default, however, Third Eye may demand payment of the Bond and collect the money owed thereunder or sell the Bond and/or exercise any other of its legal rights under the Hypothec.

(iii) Power of Sale by Leadbetter Entities

49. The Real Property Security Interests in the Surface Rights pertaining to certain of the Lands rank behind interests held by the Leadbetter Entities (as that term is defined below).

50. Pursuant to a charge/mortgage registered on title to certain parcels of real property on December 2, 2008, 3814793 Canada Inc. ("381Co"), Paulette Leadbetter and 1584903 Ontario Ltd. (collectively, the "Leadbetter Entities") took first-ranking charges over those parcels. The Leadbetter Entities subsequently partially discharged these charges to the extent that they related to Mining Rights, leaving the charges in place with respect to Surface Rights only.

51. In or about November 2012, by way of a power of sale under charge/mortgage, the Leadbetter Entities enforced on their mortgage security and conveyed some of the Surface Rights to 2350614 Ontario Inc. ("235Co") by way of power of sale.

52. As a result of that power of sale, the Real Property Security Interests in the Surface Rights transferred to 235Co were extinguished. The Real Property Security Interests in the Mining Rights remain unaffected, and continue to rank ahead of any other interests registered on title to the applicable Lands.

PART 4 - Financial Status of the Debtor

53. To the best of my knowledge, and based: (a) on my discussions with the President and Chief Executive Officer of the Debtor John Ryder; and (b) on the activity in the Debtor's blocked accounts, the Debtor has had no substantial operations since December 2012 and no cash or other liquid assets since April 2012. The Debtor has never generated any revenues from its operations.

54. The Debtor's most recent financial statements available to Third Eye are the Debtor's unaudited condensed interim financial statements for the three- and nine-month periods ended September 30, 2011 and September 30, 2010 (the "Financial Statements"). The Financial Statements were posted by the Debtor to the System for Electronic Document Analysis and Retrieval (SEDAR) and are attached hereto as Exhibit "H".

55. Pursuant to the Financial Statements, it appears that as at September 30, 2011, the Debtor's current liabilities (totalling \$8,715,838) exceeded its current assets (totalling \$76,220) by \$8,639,618.

56. According to the Financial Statements, the Debtor realized a net loss of \$4,163,618 for the three months ended September 30, 2011.

A. Assets

57. A list of the parcels of real property that comprise the Lands as at August 18, 2015 is attached hereto as Exhibit "I".

58. According to the Financial Statements, it appears that as at September 30, 2011, the Debtor had total assets of \$45,800,244, including mining properties with a book value of \$16,442,399 and exploration and evaluation assets with a book value of \$28,093,705.

B. Liabilities

59. According to the Financial Statements, it appears that as at September 30, 2011, the Debtor had total liabilities of \$11,320,559, including accounts payable and accrued liabilities of \$5,564,750; a current liability of \$1,459,255 in respect of the Credit Agreement; and long-term debt of \$1,233,157.

60. The Debtor's major debt obligations known to Third Eye include the secured debt to Third Eye (described above) in the amount of \$5,454,897.92 (including principal, accrued interest, fees and expenses) as at August 18, 2015, pursuant to the Credit Agreement.

61. The Debtor has unsecured accounts payable and has received advances from related parties, the details of which are not known to me. Based on my review of results of a search conducted in the *Registre des droits personnels et réels mobiliers*, it appears that the Debtor has outstanding debts in favour of the Agence du revenu du Québec and Her Majesty the Queen for outstanding taxes, as well as a debt in favour of Banque Royale du Canada (as described above).

62. In addition to the foregoing liabilities, I am advised by Yannick Katirai of Stikeman Elliott LLP ("Stikeman Elliott") that as at the date of this affidavit, there were several instruments registered on title to certain parcels comprising the Lands, including those listed in Exhibit "J" hereto.

PART 5 - Defaults under the Credit Agreement

63. On August 28, 2011, the Debtor failed to pay an Administration Fee of \$409,000 due and payable in accordance with the terms of the Credit Agreement, and informed Third Eye that it would likely not be able to make any more scheduled monthly interest payments.

64. On January 19, 2012, the Debtor received a demand for payment from 1778778 Ontario Inc. ("177Co"), which was one of the Debtor's secured creditors and which was owed approximately \$2.5 million. The delivery of this demand constituted an Event of Default under the Credit Agreement. On January 31, 2012, Third Eye, through its counsel, issued a demand for payment to the Debtor for the full amounts owing under the Credit Facility.

65. On February 15, 2012, the Debtor, Third Eye and the Lenders entered into a Forbearance Agreement (the "Forbearance Agreement"). The Forbearance Agreement (as extended on April 2, 2012, April 16, 2012 and May 15, 2012) provided that Third Eye (on its own behalf and as agent for the Lenders) agreed to forbear from exercising its rights and remedies under the Credit Agreement and the other Credit Documents until the earlier of: (a) May 31, 2012; or (b) the occurrence or existence of any Additional Events of Default (as defined in the Forbearance Agreement). Moreover, in the Forbearance Agreement, the Debtor acknowledged that certain Events of Default had occurred and were continuing.

66. Including the foregoing, the following Events of Default (among other things) under the Credit Facility have occurred and are continuing:

- (a) The Debtor has failed to pay all amounts of the Advances Outstanding when such amounts became due and payable;
- (b) The Debtor has failed to pay any interest or Fees when they became due and payable;

- (c) The Debtor has breached numerous covenants, negative covenants and financial covenants under the Credit Agreement;
- (d) The Debtor has failed to pay the principal of, and premium and interest on, its debt to the Leadbetter Entities, which debt was outstanding in an aggregate principal amount exceeding \$100,000;
- (e) A judgment in the amount of \$2,652,657.53 (plus costs in the amount of \$534) was awarded against the Debtor in favour of 177Co (the "Judgment"), which is in excess of the \$100,000 threshold for constituting an Event of Default;
- (f) The Debtor is insolvent and is generally not able to pay its debts as they become due; and
- (g) The Debtor ceased or suspended operations or business at the Leadbetter Diamond Project in December 2012.

67. The applicable cure periods for these Events of Default have long since elapsed.

68. As a result of the occurrence and continuation of these Events of Default, the Credit Agreement and the Security Documents entitle Third Eye to (among other things) require immediate payment of all amounts due under the Credit Agreement and institute proceedings for the appointment of a receiver over all of the property and undertakings of the Debtor.

PART 6 - The Debtor's Financial Difficulties

69. The Debtor has attempted on numerous occasions to find financing in addition to the Credit Facility or to identify a partner to develop and commercially exploit the Leadbetter Diamond Project. At various times since 2012, the Debtor has met with Canadian and foreign entities about pursuing an equity investment, buyout, joint

venture, secured loan, sale of assets (including iron ore deposits potentially located at the Leadbetter Diamond Project, or some combination of the foregoing.

70. I believe that, due to (among other factors): (a) the existence of the significant secured indebtedness owing to Third Eye under the Credit Agreements; (b) the outstanding Judgment; (c) certain of the instruments registered on title (as more particularly described in Exhibit "J" previously attached hereto); and (d) the fact that certain Surface Rights are now owned by 235Co, it is unlikely that the Debtor will be successful in raising the funds necessary to repay all amounts outstanding under the Credit Agreement.

71. Third Eye has forbore from enforcing on its security to date because it was hopeful that a sale of the Debtor's assets outside of formal insolvency proceedings would generate proceeds sufficient to repay all amounts outstanding under the Credit Facility. No such transaction has been consummated and, as described below, Third Eye is no longer willing to delegate responsibility for marketing and selling the Debtor's assets to the Debtor.

PART 7 - Demand Letter and 244 Notice

72. On August 6, 2015, Third Eye delivered a letter (the "Demand Letter") to the Debtor demanding repayment of all amounts outstanding, due and payable under the Credit Agreement. Since August 6, 2015, the Debtor has not made any payments to Third Eye on account of its obligations under the Credit Agreement. A copy of the Demand Letter is attached hereto as Exhibit "K".

73. Also on August 6, 2015, Third Eye gave the Debtor notice of its intention to enforce its security by delivering a Notice of Intention to Enforce pursuant to section 244 of the BIA (the "244 Notice"). A copy of the 244 Notice is attached hereto as Exhibit "L".

74. The Demand Letter and the 244 Notice were sent to the Debtor by facsimile and courier in accordance with the notice provisions under the Credit Agreement and the Security Documents. However, delivery of the Demand Letter and the 244 Notice was unsuccessful because the facsimile number for the Debtor was no longer in service, and the Debtor was reported to have moved from the address shown in the Credit Agreement, the Security Documents, and the Debtor's registration with the Québec *Registraire des entreprises* (the "*Registraire*"). A copy of the results of a search of the *Registraire* showing the Debtor's address is attached hereto as Exhibit "M".

75. Pursuant to the Credit Agreement and the Security Documents, notices to be sent thereunder may also be sent by e-mail. On August 6, 2015, I sent copies of the Demand Letter and 244 Notice by electronic mail to Mr. Ryder, who is identified as a director of the Debtor in the Debtor's registration with the *Registraire*.

PART 8 - Appointment of a Receiver is Necessary, Just and Appropriate

76. All amounts owing under the Credit Agreement are immediately due and payable and have been outstanding since May 31, 2012. The Debtor generates no revenue and lacks the financial ability to pay the amounts it owes to Third Eye. Its financial condition is unlikely to improve in the days and weeks that follow.

77. The Debtor and 177Co have tried and failed to find potential investors or partners for the Leadbetter Diamond Project. Third Eye has lost confidence in management of the Debtor, and its numerous failed efforts to market and sell the Debtor's assets to generate proceeds from which to fully repay the Debtor's indebtedness, including its debt to Third Eye. As described above, the Debtor's past attempts to achieve such a sale have been unsuccessful, and Third Eye is no longer prepared to delegate responsibility for marketing and sale efforts to the Debtor's current management.

78. The Credit Agreement and the Security Documents provide that Third Eye is entitled to appoint a receiver in the Event of Default under the Credit Agreement. Such an appointment is necessary to realize on the Debtor's assets in a fair and reasonable manner that balances the interests of all of the Debtor's stakeholders in a transparent and court-supervised process.

79. If appointed, it is expected that the Receiver will, among other things, complete the following steps under court supervision:

- (a) Receive, preserve, protect and otherwise deal with the assets of the Debtor;
- (b) Negotiate the termination of any interests in land held by third parties that encumber the Leadbetter Diamond Project and undertake such other actions necessary to maximize the value of the Debtor's assets;
- (c) Conduct a marketing process to identify parties potentially interested in acquiring any of property of the Debtor;
- (d) Close one or more sale transactions and collect the purchase price payable thereunder; and
- (e) Make any distributions to any parties entitled thereto with court approval.

80. As described above, the Debtor does not generate revenue and it has been unable to obtain third-party financing. Management is currently not active in the business of the Debtor nor engaged in undertaking any action to remedy the defaults of the Debtor. In these circumstances, Third Eye is not prepared to advance further funds to the Debtor without the benefit of a court-appointed receiver.

81. Third Eye is prepared to advance funds to the Receiver (if appointed) for purposes of funding the receivership. If granted, the form of appointment order sought will allow the Receiver to meet the Debtor's obligations as they come due, thereby

preserving enterprise value and permitting the Debtor continue as a going concern pending the completion of a marketing process and the closing of a sale transaction. Accordingly, the only practicable avenue for preserving and realizing value for the Debtor's stakeholders is through the appointment of a Receiver.

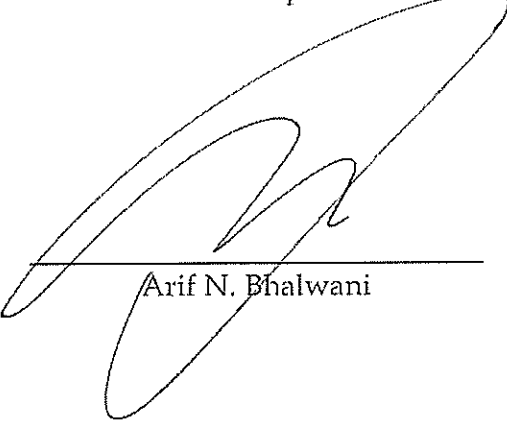
82. I am advised by Mr. Katirai of Stikeman Elliott that Richter is expected to deliver its consent to its appointment as receiver over the Debtor prior to the return of Third Eye's application.

SWORN BEFORE ME at the City of
Toronto on August 19, 2015.



Commissioner for Taking Affidavits

**Curtis John Harris Lahey, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 9, 2016.**



Arif N. Bhalwani

THIRD EYE CAPITAL CORPORATION and RESSOURCES DIANOR INC. /
Applicant Respondent DIANOR RESOURCES INC.

Court File No.

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

Proceeding commenced at Toronto

**AFFIDAVIT OF ARIF N. BHALWANI
(SWORN AUGUST 19, 2015)**

**STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9**

Maria Konyukhova LSUC# 52880V
Tel: (416) 869-5230
E-mail: mkonyukhova@stikeman.com

Yannick Katirai LSUC# 62234K
Tel: (416) 869-5556
E-mail: ykatirai@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicant

APPENDIX C

Mining Claim Client Reports
[Main Menu](#) | [Back](#)

SAULT STE. MARIE Mining Division - 187019 - RESSOURCES DIANOR INC./DIANOR RESOURCES INC.

Township/Area	Claim Number	Recording Date	Claim Due Date	Status	Percent Option	Work Required	Total Applied	Total Reserve	Claim Bank
CHABANEL	✓ 1235747	2002-Nov-22	2017-Nov-22	A	100 %	\$ 2,400	\$ 31,200	\$ 875	\$ 0
CHABANEL	✓ 1235754	2002-Nov-27	2019-Nov-27	A	100 %	\$ 1,200	\$ 18,000	\$ 0	\$ 0
CHABANEL	✓ 1235757	2002-Nov-22	2017-Jun-11	A	100 %	\$ 800	\$ 8,000	\$ 0	\$ 0
CHABANEL	✓ 1243318	2003-Sep-16	2019-Sep-16	A	100 %	\$ 3,200	\$ 44,800	\$ 0	\$ 0
CHABANEL	✓ 1243319	2003-Sep-16	2019-Sep-16	A	100 %	\$ 1,200	\$ 16,800	\$ 0	\$ 0
CHABANEL	✓ 1243325	2003-Oct-02	2019-Oct-02	A	100 %	\$ 400	\$ 5,600	\$ 0	\$ 0
CHABANEL	✓ 1243332	2003-Sep-16	2019-Sep-16	A	100 %	\$ 1,600	\$ 22,400	\$ 275,654	\$ 0
CHABANEL	✓ 1243335	2003-Sep-16	2019-Sep-16	A	100 %	\$ 1,600	\$ 22,400	\$ 276,390	\$ 0
CHABANEL	✓ 1243336	2003-Sep-16	2019-Sep-16	A	100 %	\$ 400	\$ 5,600	\$ 0	\$ 0
CHABANEL	✓ 1243363	2003-May-27	2020-May-27	A	100 %	\$ 1,200	\$ 18,000	\$ 0	\$ 0
CHABANEL	✓ 1243365	2003-May-27	2020-May-27	A	100 %	\$ 1,600	\$ 24,000	\$ 0	\$ 0
CHABANEL	✓ 1243369	2003-May-27	2020-May-27	A	100 %	\$ 400	\$ 6,000	\$ 0	\$ 0
CHABANEL	✓ 1243373	2003-May-12	2020-May-12	A	100 %	\$ 800	\$ 12,000	\$ 0	\$ 0
CHABANEL	✓ 1243377	2003-May-27	2020-May-27	A	100 %	\$ 400	\$ 6,000	\$ 0	\$ 0
CHABANEL	✓ 1243509	2003-Sep-16	2019-Sep-16	A	100 %	\$ 1,600	\$ 22,400	\$ 0	\$ 0
CHABANEL	✓ 1243510	2003-Sep-16	2019-Sep-16	A	100 %	\$ 2,000	\$ 28,000	\$ 0	\$ 0

APPENDIX D

Patented Mining Claims

P.I.N. 31158-0129
P.I.N. 31158-0158
P.I.N. 31158-0160
P.I.N. 31158-0162
P.I.N. 31158-0164
P.I.N. 31158-0166
P.I.N. 31158-0168
P.I.N. 31158-0170
P.I.N. 31158-0172
P.I.N. 31158-0174
P.I.N. 31158-0176
P.I.N. 31158-0178
P.I.N. 31158-0180
P.I.N. 31158-0182
P.I.N. 31158-0184
P.I.N. 31158-0186
P.I.N. 31158-0188
P.I.N. 31158-0190
P.I.N. 31158-0192
P.I.N. 31158-0194
P.I.N. 31158-0196
P.I.N. 31158-0198
P.I.N. 31158-0200
P.I.N. 31158-0202
P.I.N. 31158-0204
P.I.N. 31158-0206
P.I.N. 31158-0208
P.I.N. 31158-0210
P.I.N. 31158-0212
P.I.N. 31158-0214

P.I.N. 31158-0216
P.I.N. 31158-0218
P.I.N. 31158-0220
P.I.N. 31158-0222

APPENDIX E

Consulter le registre des droits miniers réels et immobiliers

Critère de recherche ▲

Page 1 / 3 ▶▶

Informations Titres								
No. du titre	Statut	Titulaire(s)	Inscription	Expiration	Escalier	Travaux Révisés	SNRC/Site SMS	
GDC 1124757	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	0,00 \$	2 500,00 \$	33F06	
GDC 1124758	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	643,50 \$	2 500,00 \$	33F06	
GDC 1124759	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 057,02 \$	2 500,00 \$	33F06	
GDC 1124777	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	13 690,78 \$	2 500,00 \$	33F06	
GDC 1124778	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 057,02 \$	2 500,00 \$	33F06	
GDC 1124782	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	20 869,79 \$	2 500,00 \$	33F06	
GDC 1124785	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 055,75 \$	2 500,00 \$	33F06	
GDC 1124786	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 055,75 \$	2 500,00 \$	33F06	
GDC 1124787	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 055,75 \$	2 500,00 \$	33F06	
GDC 1124788	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 055,75 \$	2 500,00 \$	33F06	
GDC 1124789	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 055,75 \$	2 500,00 \$	33F06	
GDC 1124790	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 055,75 \$	2 500,00 \$	33F06	
GDC 1124791	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	4 089,25 \$	2 500,00 \$	33F06	
GDC 1124792	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	16 770,00 \$	2 500,00 \$	33F06	
GDC 1124793	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	7 459,17 \$	2 500,00 \$	33F06	
GDC 1124794	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	20 065,53 \$	2 500,00 \$	33F06	
GDC 1124795	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	17 027,40 \$	2 500,00 \$	33F06	
GDC 1124798	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	16 229,59 \$	2 500,00 \$	33F06	
GDC 1124797	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	0,00 \$	2 500,00 \$	33F06	

https://gestim.mines.gouv.qc.ca/MRN_GestimP_Presentation/commun/ODM00A01_Consulter_Titres_Miniers.aspx?noframe=1&blnMenu=true&recherche=1
Gestim

7/30/2015
Page 2 sur 2

GDC 1124798	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	0,00 \$	2 500,00 \$	33F06
-----------------------------	-------	--------------------------------------	------------	------------	---------	-------------	-------

48 titre(s) trouvé(s).

Téléchargement

- Liste de titres incluant la localisation (rang/lot/rangée/colonne). Ce fichier peut contenir des doublons lorsqu'un titre est associé à plusieurs terrains (polygones).
- Liste de titres excluant la localisation (rang/lot/rangée/colonne). Ce fichier ne contient pas de doublons. Utile pour fins de statistiques sur les titres miniers.

Note : le fichier CSV généré pour le téléchargement utilise des tabulations comme séparateur.

https://gestim.mines.gouv.qc.ca/MRN_GestimP_Presentation/commun/ODM00A01_Consulter_Titres_Miniers.aspx?noframe=1&blnMenu=true&recherche=1

7/30/2015

Consulter le registre des droits miniers réels et immobiliers

Critère de recherche ▲

Page 2 / 3

Informations Titres								
No du titre	Statut	Titulaire(%)	Inscription	Expiration	Excédent	Travaux Requis	SNRC/Site SMS	
CDC 1124799	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124800	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	485,48 \$	2 500,00 \$	33F06	
CDC 1124801	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124802	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124803	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124804	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124805	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124806	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 054,48 \$	2 500,00 \$	33F06	
CDC 1124807	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	4 087,87 \$	2 500,00 \$	33F06	
CDC 1124808	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	4 087,87 \$	2 500,00 \$	33F06	
CDC 1124809	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	4 087,87 \$	2 500,00 \$	33F06	
CDC 1124810	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	21 268,72 \$	2 500,00 \$	33F06	
CDC 1124811	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	21 268,72 \$	2 500,00 \$	33F06	
CDC 1124812	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 053,21 \$	2 500,00 \$	33F06	
CDC 1124813	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 053,21 \$	2 500,00 \$	33F06	
CDC 1124814	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	1 053,21 \$	2 500,00 \$	33F06	
CDC 1124815	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	19 076,78 \$	2 500,00 \$	33F06	
CDC 1124816	Actif	Ressources Dianor Inc. (3212) (100%)	2003/05/15	2017/05/14	784,91 \$	2 500,00 \$	33F06	
CDC 2055720	Actif	Ressources Dianor Inc. (3212) (100%)	2007/02/16	2017/02/15	334,77 \$	1 800,00 \$	33F05	

https://gestim.mines.gouv.qc.ca/MRN_GestimP_Presentation/commun/ODM00A01_Consulter_Titres_Miniers.aspx?noframe=1&btnMenu=true&recherche=1

7/30/2015
Page 2 sur 2

CDC 2055720	Actif	Ressources Dianor Inc. (3212) (100%)	2007/02/16	2017/02/15	334,77 \$	1 800,00 \$	33F05	48 titre(s) trouvé(s).
-----------------------------	-------	--------------------------------------	------------	------------	-----------	-------------	-------	------------------------

Téléchargement

- Liste de titres incluant la localisation (rang/lot/rangée/colonne). Ce fichier peut contenir des doublons lorsqu'un titre est associé à plusieurs terrains (polygones).
- Liste de titres excluant la localisation (rang/lot/rangée/colonne). Ce fichier ne contient pas de doublons. Utile pour fins de statistiques sur les titres miniers.

Télécharger Annuler

Note : le fichier CSV généré pour le téléchargement utilise des tabulations comme séparateur.

https://gestim.mines.gouv.qc.ca/MRN_GestimP_Presentation/commun/ODM00A01_Consulter_Titres_Miniers.aspx?noframe=1&btnMenu=true&recherche=1

7/30/2015

Consulter le registre des droits miniers réels et Immobiliers

Critère de recherche ▲

Page 3 / 3

Informations Titres							
No. du titre	Statut	Titulaire(s)	Inscription	Expiration	Excédent	Travaux Réalisés	SNRC/Site SMS
QDC 2092741	Actif	Ressources Dianor Inc. (3212) (100%)	2007/02/16	2017/02/15	0,00 \$	1 800,00 \$	33F05
QDC 2092742	Actif	Ressources Dianor Inc. (3212) (100%)	2007/02/16	2017/02/15	9 416,11 \$	1 800,00 \$	33F05
QDC 2092743	Actif	Ressources Dianor Inc. (3212) (100%)	2007/02/16	2017/02/15	0,00 \$	1 800,00 \$	33F05
QDC 2092744	Actif	Ressources Dianor Inc. (3212) (100%)	2007/02/16	2017/02/15	0,00 \$	1 800,00 \$	33F05
QDC 2092745	Actif	Ressources Dianor Inc. (3212) (100%)	2007/03/19	2017/03/18	0,00 \$	1 800,00 \$	33F05
QDC 2092746	Actif	Ressources Dianor Inc. (3212) (100%)	2007/03/19	2017/03/18	334,77 \$	1 800,00 \$	33F05
QDC 2092746B	Actif	Ressources Dianor Inc. (3212) (100%)	2007/03/19	2017/03/18	172 977,19 \$	1 800,00 \$	33F05
QDC 2092746C	Actif	Ressources Dianor Inc. (3212) (100%)	2007/03/19	2017/03/18	57 080,80 \$	1 800,00 \$	33F05

48 titre(s) trouvé(s).

Téléchargement

- Liste de titres incluant la localisation (rang/lot/rangée/colonne). Ce fichier peut contenir des doublons lorsqu'un titre est associés à plusieurs terrains (polygones).
- Liste de titres excluant la localisation (rang/lot/rangée/colonne). Ce fichier ne contient pas de doublons. Utile pour fins de statistiques sur les titres miniers.

Note : le fichier CSV généré pour le téléchargement utilise des tabulations comme séparateur.

APPENDIX F

RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152229.72

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7207)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : DIANOR RESOURCES INC.

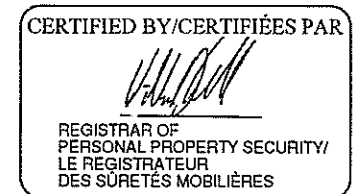
FILE CURRENCY : 07SEP 2015

ENQUIRY NUMBER 20150908152229.72 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

FASKEN MARTINEAU DUMOULIN LLP KELLY ROWAN
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6

CONTINUED... 2



(crj3 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152229.72

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7208)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIANOR RESOURCES INC.
FILE CURRENCY : 07SEP 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
699278157

CAUTION PILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20140827 1046 1590 9053	R RSLA	3

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME DIANOR RESOURCES INC.

04 ADDRESS 649 - 3RD AVENUE - 2ND FLOOR VAL D'OR

ONTARIO CORPORATION NO: 1691209
QC J9P 1s7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT 2350614 ONTARIO INC.

09 ADDRESS 1 GOLD STREET WAWA ON POS 1KO

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X		X		X	124000			

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2002 CHEVROLET	SILVERADO	2GCEK19V321368071
12	2003 GMC	STE	1GTGK13U53F227795

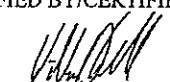
13 GENERAL DRILL CORE, VEHICLES, OFFICE TRAILERS, CONTAINERS, FUEL TANKS, DIESEL
14 COLLATERAL GENERATOR, WATER STORAGE CONTAINERS AND RELATED MISCELLANEOUS ITEMS.
15 DESCRIPTION

16 REGISTERING AGENT CARREL+PARTNERS LLP

17 ADDRESS 1136 ALLOY DRIVE THUNDER BAY ON P7B 6M9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crl1fs 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152229.72

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7209)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIANOR RESOURCES INC.
FILE CURRENCY : 07SEP 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
663859197

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20100823 1034 1590 7502	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME DIANOR RESOURCES INC.

04 ADDRESS 649 3RD AVENUE, 2ND FLOOR VAL D'OR ONTARIO CORPORATION NO. PQ J9P 1s7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME RESSOURCES DIANOR INC.

07 ADDRESS 649 3RD AVENUE, 2ND FLOOR VAL D'OR ONTARIO CORPORATION NO. PQ J9P 1s7

08 SECURED PARTY / LIEN CLAIMANT THIRD EYE CAPITAL CORPORATION

09 ADDRESS BROOKFIELD PLACE, TD CANADA TRUST TOWER, TORONTO ON M5J 2s1

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X	X	X	X	X	X			

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

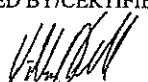
13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT STIKEMAN ELLIOTT LLP

17 ADDRESS 5300 COMMERCE COURT WEST TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c/j1fs 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152229.72

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7210)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIANOR RESOURCES INC.
FILE CURRENCY : 07SEP 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
663859197

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20100823 1034 1590 7502

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME DIANOR RESOURCES INC./RESSOURCES DIANOR INC.

04 ADDRESS 649 3RD AVENUE, 2ND FLOOR VAL D'OR ONTARIO CORPORATION NO.
PQ J9P 1S7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME RESSOURCES DIANOR INC./DIANOR RESOURCES INC.

07 ADDRESS 649 3RD AVENUE, 2ND FLOOR VAL D'OR ONTARIO CORPORATION NO.
PQ J9P 1S7

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS 161 BAY STREET, SUITE 3820

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

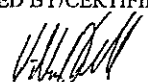
16 REGISTERING
AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11s 09/2013)



RUN NUMBER : 251
 RUN DATE : 2015/09/08
 ID : 20150908152229.72

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (7211)


TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : DIANOR RESOURCES INC.
 FILE CURRENCY : 07SEP 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20150512 1047 1590 5473	
21 RECORD REFERENCED	FILE NUMBER	663859197			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 2	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	DIANOR RESOURCES INC.			
25 OTHER CHANGE REASON/ DESCRIPTION					
02/ 05 DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ 06	BUSINESS NAME				
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08 09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
	YEAR	MAKE	MODEL	V.I.N.	
11 MOTOR VEHICLE					
12 GENERAL COLLATERAL DESCRIPTION					
13 14 15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	STIKEMAN ELLIOTT LLP 5300 COMMERCE COURT WEST, 199 BAY STREET TORONTO	ON	M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2ts 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152229.72

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

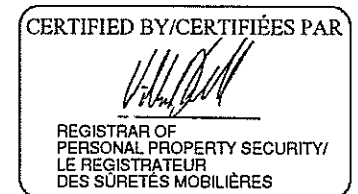
REPORT : PSSR060
PAGE : 6
(7212)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : DIANOR RESOURCES INC.
FILE CURRENCY : 07SEP 2015

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
699278157	20140827 1046 1590 9053			
663859197	20100823 1034 1590 7502	20150512 1047 1590 5473		

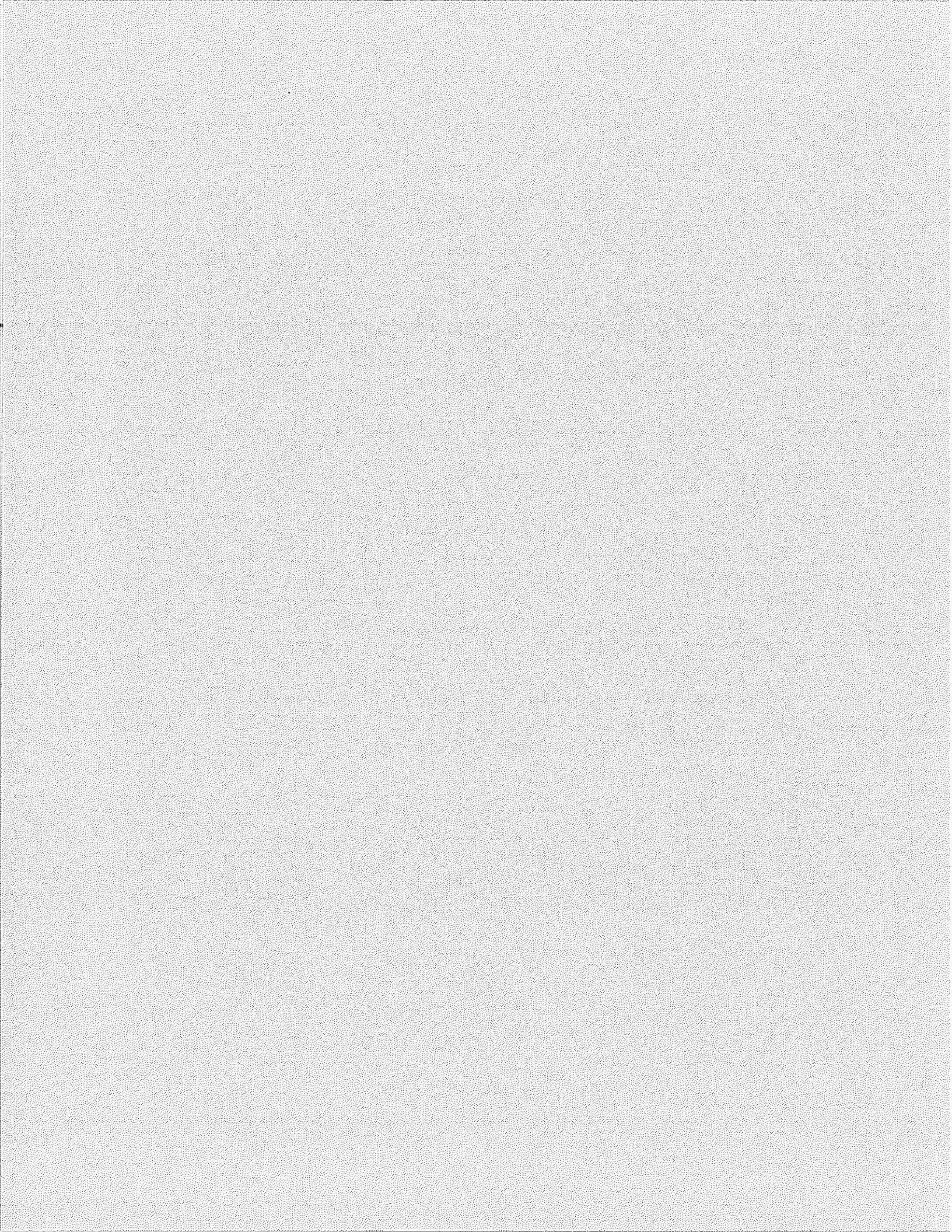
3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(cr)3 09/2013







RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152250.94

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(7213)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : RESSOURCES DIANOR INC.

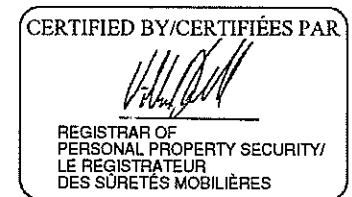
FILE CURRENCY : 07SEP 2015

ENQUIRY NUMBER 20150908152250.94 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

FASKEN MARTINEAU DUMOULIN LLP KELLY ROWAN
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6

CONTINUED... 2



(crj3 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152250.94

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(7214)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : RESSOURCES DIANOR INC.
FILE CURRENCY : 07SEP 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
663859197

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	2		20100823 1034 1590 7502	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME DIANOR RESOURCES INC.

04 ADDRESS 649 3RD AVENUE, 2ND FLOOR VAL D'OR ONTARIO CORPORATION NO. PQ J9P 1S7

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME RESSOURCES DIANOR INC.

07 ADDRESS 649 3RD AVENUE, 2ND FLOOR VAL D'OR ONTARIO CORPORATION NO. PQ J9P 1S7

08 SECURED PARTY / LIEN CLAIMANT THIRD EYE CAPITAL CORPORATION

09 ADDRESS BROOKFIELD PLACE, TD CANADA TRUST TOWER, TORONTO ON M5J 2S1

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X	X	X	X	X			

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

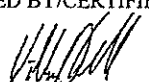
13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT STIKEMAN ELLIOTT LLP

17 ADDRESS 5300 COMMERCE COURT WEST TORONTO ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152250.94

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(7215)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : RESSOURCES DIANOR INC.
FILE CURRENCY : 07SEP 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
663859197

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20100823 1034 1590 7502		

02 DEBTOR NAME
03 BUSINESS NAME
DIANOR RESOURCES INC./RESSOURCES DIANOR INC.

04 ADDRESS
649 3RD AVENUE, 2ND FLOOR VAL D'OR
ONTARIO CORPORATION NO.
PQ J9P 1S7

05 DEBTOR NAME
06 BUSINESS NAME
RESSOURCES DIANOR INC./DIANOR RESOURCES INC.

07 ADDRESS
649 3RD AVENUE, 2ND FLOOR VAL D'OR
ONTARIO CORPORATION NO.
PQ J9P 1S7

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS
161 BAY STREET, SUITE 3820

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR VEHICLE
12 YEAR MAKE MODEL V.I.N.

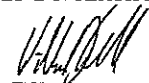
13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152250.94

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(7216)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : RESSOURCES DIANOR INC.
FILE CURRENCY : 07SEP 2015


FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20150512 1047 1590 5473	
21 RECORD REFERENCED	FILE NUMBER	663859197			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 2	CORRECT PERIOD
23 REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24 DEBTOR/ TRANSFEROR	BUSINESS NAME	DIANOR RESOURCES INC.			
25 OTHER CHANGE					
26 REASON/					
27 DESCRIPTION					
28					
02/ DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/ TRANSFEREE	BUSINESS NAME				
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29 ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
	YEAR	MAKE	MODEL	V.I.N.	
11 MOTOR					
12 VEHICLE					
13 GENERAL					
14 COLLATERAL					
15 DESCRIPTION					
16 REGISTERING AGENT OR		STIKEMAN ELLIOTT LLP			
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5300 COMMERCE COURT WEST, 199 BAY STREET TORONTO			ON M5L 1B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crl2/s 09/2013)



RUN NUMBER : 251
RUN DATE : 2015/09/08
ID : 20150908152250.94

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

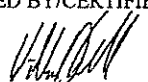
REPORT : PSSR060
PAGE : 5
(7217)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : RESSOURCES DIANOR INC.
FILE CURRENCY : 07SEP 2015

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
663859197	20100823 1034 1590 7502	20150512 1047 1590 5473		

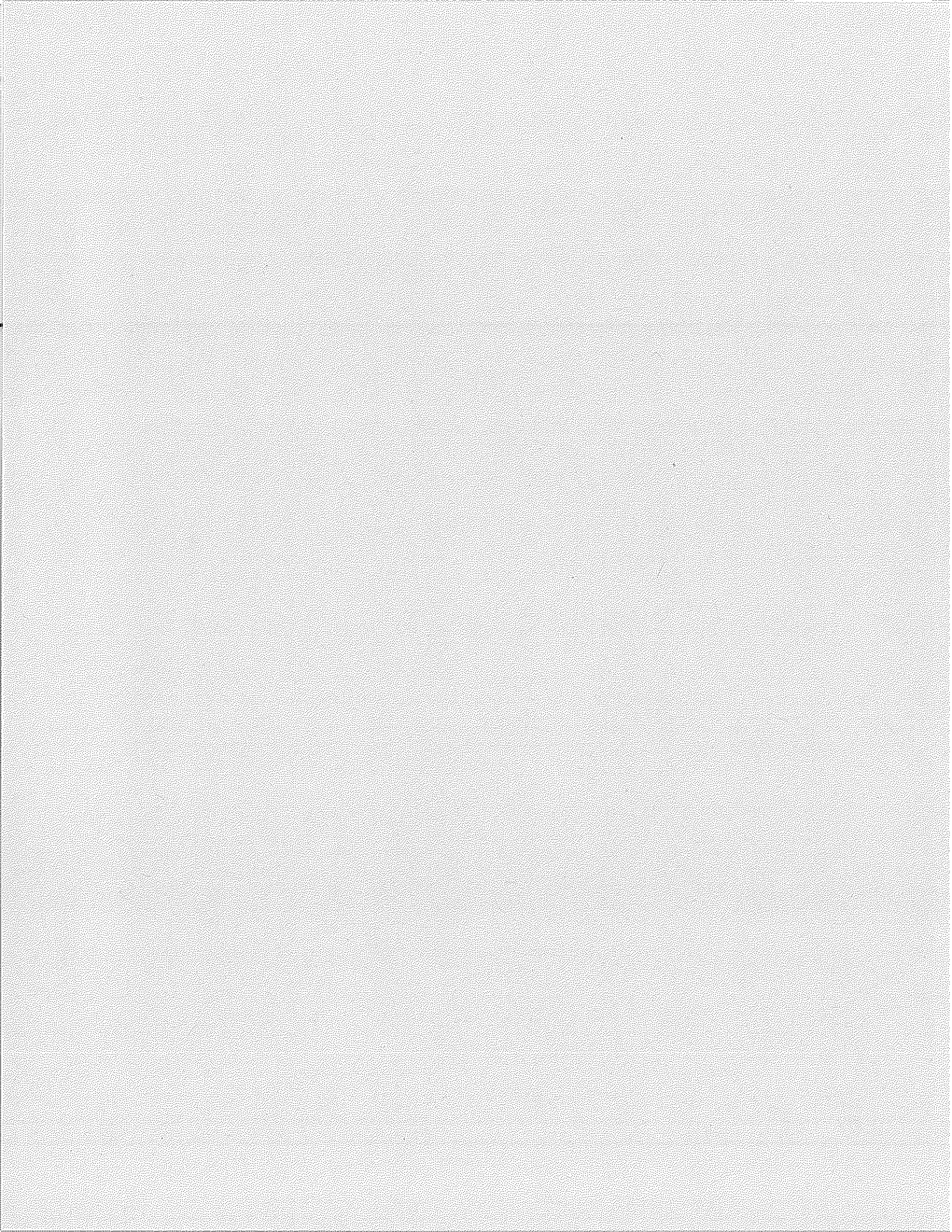
2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crtj3 09/2013)







Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE)	7797
Activité	Autres services spécialisés de design
Précisions (facultatives)	EXPLORATION MINIÈRE POUR MÉTAUX PRÉCIEUX

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 6 à 10

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom	CDS & CO.
Adresse	25, THE ESPLANADE P.O. BOX 1038, STATION A TORONTO (ONTARIO) M5W1G5

Deuxième actionnaire

Nom	JAGUAR FINANCIAL INC.
Adresse	800, PLACE VICTORIA P.O. BOX 242 BUREAU 3400 MONTRÉAL (QUÉBEC) H4Z1E9

Troisième actionnaire

Nom

PATHWAY QUEBEC MINING 2008
FLOW-THROUGH LIMITED
PARTNERSHIP

Adresse

1110, FINCH AVENUE BUREAU 210
TORONTO (ONTARIO) M3J2T2

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom	PAQUET, PIERRE
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	1486, BOUL. MORILLE, APP. 301 QUÉBEC (QUÉBEC) C2K1P5

Nom	RYDER, JOHN
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	118, FLETCHER BRADFORD ONTARIO L3Z2Y9

Nom	SOARES, OCTAVIO
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Administrateur
Adresse	1311 rue Noirefontaine Québec (Québec) G1Y1N2 Canada

Nom	HOUGHTON, NICHOLAS
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Administrateur

Adresse

1017 WEST 8TH AVENUE
VANCOUVER (COLOMBIE-
BRITANIQUE) V6H1C3

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
Déclaration de mise à jour courante	2015-08-19
Décision du Registraire des entreprises	2014-07-10
Déclaration de mise à jour courante	2012-09-26
Déclaration annuelle 2010	2011-06-27
Déclaration modificative	2011-01-19
État et déclaration de renseignements 2009	2010-07-08
Déclaration modificative	2009-09-14
État et déclaration de renseignements 2008	2009-03-18
État et déclaration de renseignements 2007	2008-10-02
Déclaration modificative	2008-10-02
Déclaration modificative	2008-05-21
État et déclaration de renseignements 2006	2007-08-17

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
RESSOURCES DIANOR INC.		1993-06-01	1997-08-27	Antérieur

Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

© Revenu Québec, 2015

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHEQUE LEGALE RESULTANT D'UN JUGEMENT 12-0645450-0001	2012-08-08	14:05
002	HYPOTHEQUE LEGALE DE L'ETAT OU D'UNE PERSONNE MORALE 12-0639363-0001	2012-08-07	09:00
003	HYPOTHEQUE LEGALE DE L'ETAT OU D'UNE PERSONNE MORALE 12-0604184-0008	2012-07-26	09:00
004	HYPOTHEQUE LEGALE DE L'ETAT OU D'UNE PERSONNE MORALE 12-0450947-0003	2012-06-06	13:41
005	HYPOTHEQUE CONVENTIONNELLE SANS DEPOSSESSION 10-0612971-0001	2010-09-03	14:06
006	HYPOTHEQUE CONVENTIONNELLE SANS DEPOSSESSION 09-0272752-0001	2009-05-13	14:38

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Noms présentant des similarités (3)

Nom	Code postal	Nombre de fiches détaillées								
<input type="checkbox"/> DIANOR RESSOURCES INC	J9P 1S7	1								
<table border="1"> <thead> <tr> <th>Fiche</th> <th>Inscription</th> <th>Date</th> <th>h:min</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0612971-0001</td> <td>2010-09-03</td> <td>14:06</td> </tr> </tbody> </table>	Fiche	Inscription	Date	h:min	001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0612971-0001	2010-09-03	14:06		
Fiche	Inscription	Date	h:min							
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0612971-0001	2010-09-03	14:06							
<input type="checkbox"/> DIANOR RESSOURCES INC	J9P 1S7	1								
<table border="1"> <thead> <tr> <th>Fiche</th> <th>Inscription</th> <th>Date</th> <th>h:min</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0272753-0001</td> <td>2009-05-13</td> <td>14:38</td> </tr> </tbody> </table>	Fiche	Inscription	Date	h:min	001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0272753-0001	2009-05-13	14:38		
Fiche	Inscription	Date	h:min							
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0272753-0001	2009-05-13	14:38							
<input type="checkbox"/> RAYSOURCE INC	G2G 1J5									

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection Nom d'organisme :
RESSOURCES DIANOR INC
Code Postal :
J9P1S7

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE LÉGALE RÉSULTANT D'UN JUGEMENT 12-0645450-0001	2012-08-08	14:05
002	HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE 12-0639365-0001	2012-08-07	09:00
003	HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE 12-0604184-0008	2012-07-26	09:00
004	HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE 12-0450947-0003	2012-06-06	13:41
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0612971-0001	2010-09-03	14:06
006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0272752-0001	2009-05-13	14:38

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection Nom d'organisme : RESSOURCES DIANOR INC... Code Postal : J9P1S7

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0645450-0001	2012-08-08 14:05	2022-08-08

HYPOTHÈQUE LÉGALE RÉSULTANT D'UN JUGEMENT

PARTIES

Titulaire

SA MAJESTÉ DU CHEF DU CANADA (MINISTRE DU REVENU DU QUÉBEC)
555, avenue MacKenzie, 7e étage, Édifice Connaught, Ottawa, Ontario K1A 0L5

Constituant

RESSOURCES DIANOR INC.
649, 3E AVENUE, PORTE 2E ÉTAGE, VAL D'OR (QUÉBEC) J9P 1S7

BIENS

Placement CPG taux privilège encaissable
Numéro de placement 0040
Compte 00720083979 Banque Royale du Canada
Échéance: 2012/12/31
Montant investi 330 000.00\$

MENTIONS

Somme de l'hypothèque

56 467,18\$

Référence à la loi créant l'hypothèque :

LRC, 1985, ch E-15 CCQ; a.2724, 2730

Cause de la créance :

TPS per: 2011, 2012

Référence à l'acte constitutif

Forme de l'acte : Jugement

Date : 2012-06-27

District judiciaire : ABITIBI

N° de dossier : GST-4852-12

Tribunal : Cour Fédérale du Canada, Division de première instance

Autres mentions :

n/d: CM-152343-12

a/s: Annie Gaudreault C65-3J

Tél: 1 888 543-7539, poste 5770506

Réf: 4274531

1. Selon ledit certificat de la Cour fédérale du Canada, Division de Première Instance, établi en vertu de l'article 316 de la Loi sur la taxe d'accise RESSOURCES DIANOR INC. doit payer à SA MAJESTÉ DU CHEF DU CANADA, la somme de 56 190,17\$, une pénalité de 6 pour cent par année et les intérêts au taux réglementaire en application de la Loi sur la taxe d'accise, composés quotidiennement sur ladite somme à compter du 28 juin 2012 jusqu'à parfait paiement;

2. Sans porter préjudice à la généralité de ce qui précède, en date du 2 août 2012, les intérêts échus postérieurement au 28 juin 2012 s'élèvent à la somme de 277,01 \$;

3. Le solde du certificat en date du 2 août 2012 s'élève à la somme de 56 467,18 \$ lequel solde continue à porter les intérêts au taux ci-haut décrit;

4. Selon l'article 316 de la Loi sur la taxe d'accise, ledit certificat a le même effet qu'un jugement exécutoire rendu par la Cour fédérale du Canada contre le débiteur en faveur de SA MAJESTÉ DU CHEF DU CANADA pour une dette du montant y attesté, augmenté de la pénalité et des intérêts courus jusqu'à la date du paiement.

AVIS D'ADRESSE

N° 016194

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection Nom d'organisme : RESSOURCES DIANOR IN... Code Postal : J9P1S7

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0639365-0001	2012-08-07 09:00	2022-08-07

HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE

PARTIES

Titulaire

AGENCE DU REVENU DU QUÉBEC (MINISTRE DU REVENU DU QUÉBEC)
3, Complexe Desjardins, C.P. 5000, secteur D221LC, Montréal (Québec) H5B 1A7

Constituant

RESSOURCES DIANOR INC.
649, 3ème Avenue, porte 2e Étage, Val-d'Or, province de Québec J9P 1S7

BIENS

Placement CPG taux privilège encaissable, numéro de placement: 0040
Compte 00720083979 à la Banque Royale du Canada, Échéance: 2012-12-31,
Montant investi: 330 000,00\$.

MENTIONS

Somme de l'hypothèque

111 941,17 \$

Référence à la loi créant l'hypothèque :

LRQ c. 1-3, T-0.1;CCQ.a.2724,2725

Cause de la créance :

IMPÔT - TVQ PÉR: 2011 et 2012

Autres mentions :

N/D: CM-152141-12

RÉF: 4274531

A/S: Annie Gaudreault C65-3J

TÉL: 1 888 543-7539, poste 5770506

AVIS D'ADRESSE

N° 016194

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection Nom d'organisme : RESSOURCES DIANOR IN... Code Postal : J9P1S7

Fiche 003 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0604184-0008	2012-07-26 09:00	2022-07-25

HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE

PARTIES

Titulaire

AGENCE DU REVENU DU QUÉBEC (MINISTRE DU REVENU DU QUÉBEC)
3800, rue de Marly, Secteur 5-2-8, Québec, (Québec)

G1X 4A5

Constituant

RESSOURCES DIANOR INC.
649, 3ème Avenue, Porte 2E, Val-D'Or, (Québec)

J9P 1S7

BIENS

Les titres miniers (claims) suivants:

CDC 1012391

CDC 1012392

CDC 1012393

CDC 1012396

CDC 1031905

CDC 1031906

CDC 1031907

CDC 1031908

CDC 1031909

CDC 1031910

CDC 1031911

CDC 1031912

CDC 1031913

CDC 1031914

CDC 1031915

CDC 1031916

CDC 1031917

CDC 1031918

CDC 1031919

CDC 1031920

CDC 1031921

CDC 1031922

CDC 1031923

CDC 1031924

CDC 1031925

CDC 1031926

CDC 1031927

CDC 1031928

CDC 1031929

CDC 1031930

CDC 1076048

CDC 1076049

CDC 1076050

CDC 1076051

CDC 1076052
CDC 1076053
CDC 1076054
CDC 1076055
CDC 1076056
CDC 1076057
CDC 1076058
CDC 1076059
CDC 1076060
CDC 1076061
CDC 1076062
CDC 1076063
CDC 1076064
CDC 1076065
CDC 1076066
CDC 1076067
CDC 1076068
CDC 1114725
CDC 1114726
CDC 1114727
CDC 1114728
CDC 1114729
CDC 1114730
CDC 1114732
CDC 1114733
CDC 1114734
CDC 1114735
CDC 1114743
CDC 1114744
CDC 1114745
CDC 1114746
CDC 1114747
CDC 1114748
CDC 1114749
CDC 1114750
CDC 1114751
CDC 1114752
CDC 1114753
CDC 1114754
CDC 1122862
CDC 1122863
CDC 1122864
CDC 1122865
CDC 1122866
CDC 1122867
CDC 1124728
CDC 1124729
CDC 1124730
CDC 1124731
CDC 1124732
CDC 1124733
CDC 1124734
CDC 1124735
CDC 1124736
CDC 1124737
CDC 1124738
CDC 1124739
CDC 1124740
CDC 1124741
CDC 1124742

CDC 1124743
CDC 1124744
CDC 1124745
CDC 1124746
CDC 1124747
CDC 1124748
CDC 1124749
CDC 1124750
CDC 1124751
CDC 1124752
CDC 1124753
CDC 1124754
CDC 1124755
CDC 1124756
CDC 1124757
CDC 1124758
CDC 1124759
CDC 1124760
CDC 1124761
CDC 1124762
CDC 1124763
CDC 1124764
CDC 1124765
CDC 1124766
CDC 1124767
CDC 1124768
CDC 1124769
CDC 1124770
CDC 1124771
CDC 1124772
CDC 1124773
CDC 1124774
CDC 1124775
CDC 1124776
CDC 1124777
CDC 1124778
CDC 1124779
CDC 1124780
CDC 1124781
CDC 1124782
CDC 1124783
CDC 1124784
CDC 1124785
CDC 1124786
CDC 1124787
CDC 1124788
CDC 1124789
CDC 1124790
CDC 1124791
CDC 1124792
CDC 1124793
CDC 1124794
CDC 1124795
CDC 1124796
CDC 1124797
CDC 1124798
CDC 1124799
CDC 1124800
CDC 1124801
CDC 1124802

CDC 1124803
CDC 1124804
CDC 1124805
CDC 1124806
CDC 1124807
CDC 1124808
CDC 1124809
CDC 1124810
CDC 1124811
CDC 1124812
CDC 1124813
CDC 1124814
CDC 1124815
CDC 1124816
CDC 1124817
CDC 1124818
CDC 1124819
CDC 1124820
CDC 1124821
CDC 1133735
CDC 1133736
CDC 1133737
CDC 1133738
CDC 1133740
CDC 1133741
CDC 1133742
CDC 1133743
CDC 1133744
CDC 1133745
CDC 1133746
CDC 1133747
CDC 1133748
CDC 2055062
CDC 2055063
CDC 2055064
CDC 2055065
CDC 2055066
CDC 2055067
CDC 2055070
CDC 2055071
CDC 2055074
CDC 2055075
CDC 2055076
CDC 2055077
CDC 2055078
CDC 2055079
CDC 2055080
CDC 2055081
CDC 2055082
CDC 2055083
CDC 2055086
CDC 2055096
CDC 2055099
CDC 2055100
CDC 2055101
CDC 2055102
CDC 2055103
CDC 2055104
CDC 2055105
CDC 2055106

CDC 2055107
CDC 2055108
CDC 2055109
CDC 2055110
CDC 2055112
CDC 2055113
CDC 2055114
CDC 2055228
CDC 2055229.
CDC 2055566
CDC 2055567
CDC 2055568
CDC 2055569
CDC 2055570
CDC 2055581
CDC 2055582
CDC 2055591
CDC 2055592
CDC 2055593
CDC 2055594
CDC 2055603
CDC 2055604
CDC 2055605
CDC 2055606
CDC 2055607
CDC 2055617
CDC 2055618
CDC 2055619
CDC 2055620
CDC 2055630
CDC 2055631
CDC 2055722
CDC 2055723
CDC 2055724
CDC 2055725
CDC 2055726
CDC 2055727
CDC 2055728
CDC 2055729
CDC 2055730
CDC 2055731
CDC 2055732
CDC 2055733
CDC 2055734
CDC 2055735
CDC 2055736
CDC 2055737
CDC 2055738
CDC 2055739
CDC 2055740
CDC 2055741
CDC 2055742
CDC 2055743
CDC 2055744
CDC 2055745
CDC 2055746
CDC 2055747
CDC 2055748
CDC 2055749
CDC 2055750

CDC 2055751
CDC 2055752
CDC 2056662
CDC 2056665
CDC 2056666
CDC 2056671
CDC 2056672
CDC 2056681
CDC 2056687
CDC 2056705
CDC 2056707
CDC 2056708
CDC 2056715
CDC 2056716
CDC 2056717
CDC 2059849
CDC 2059850
CDC 2059863
CDC 2059864
CDC 2067387
CDC 2067388
CDC 2067389
CDC 2067390
CDC 2067391
CDC 2067392
CDC 2067393
CDC 2067394
CDC 2067395
CDC 2067396
CDC 2067397
CDC 2067398
CDC 2067399
CDC 2067400
CDC 2067401
CDC 2067402
CDC 2067403
CDC 2067404
CDC 2067405
CDC 2067406
CDC 2067407
CDC 2067408
CDC 2067409
CDC 2067410
CDC 2067411
CDC 2067440
CDC 2067441
CDC 2067442
CDC 2067443
CDC 2067448
CDC 2067449
CDC 2067450
CDC 2067451
CDC 2067452
CDC 2070716
CDC 2070717
CDC 2070718
CDC 2070719
CDC 2070720
CDC 2070721
CDC 2070738

CDC 2070739
CDC 2070740
CDC 2070745
CDC 2070748
CDC 2070751
CDC 2070752
CDC 2070760
CDC 2070761
CDC 2070762
CDC 2070763
CDC 2070764
CDC 2070765
CDC 2070766
CDC 2071058
CDC 2071059
CDC 2071060
CDC 2071061
CDC 2071071
CDC 2071072
CDC 2071111
CDC 2071112
CDC 2071113
CDC 2071114
CDC 2071115
CDC 2071116
CDC 2071117
CDC 2071118
CDC 2071119
CDC 2071120
CDC 2071122
CDC 2071123
CDC 2071130
CDC 2071131
CDC 2071132
CDC 2071133
CDC 2071134
CDC 2071135
CDC 2071140
CDC 2071141
CDC 2071142
CDC 2071143
CDC 2087673
CDC 2087674
CDC 2101919
CDC 2120291
CDC 2120292
CDC 2166125
CDC 2166126
CDC 2166127
CDC 2166128
CDC 2166129

MENTIONS

Somme de l'hypothèque

111 542,62\$

Référence à la loi créant l'hypothèque :

L.R.Q. Chap. I-3, T-0.1

Cause de la créance :

R.A.S., T.V.Q.

Autres mentions :

Montants et périodes concernées:

R.A.S.: 1 084,56\$ - Sommaire 2011;

T.V.Q.: 110 458,06\$ - 2011-11, 2011-12, 2012-03;

N/D: CQ-151051-12

a/s: Annie Gaudreault (C65-3J)

Tél: 1-888-543-7539, poste 5770506

Réf: 4274531

AVIS D'ADRESSE

N° 029704

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection Nom d'organisme : RESSOURCES DIANOR IN... Code Postal : J9P1S7

Fiche 004 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
12-0450947-0003	2012-06-06 13:41	2022-06-06

HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE

PARTIES

Titulaire

AGENCE DU REVENU DU QUÉBEC (MINISTRE DU REVENU DU QUÉBEC)
3800, rue de Marly, Secteur 5-2-8, Québec, (Québec)

G1X 4A5

Constituant

RESSOURCES DIANOR INC.
649, 3ème Avenue, Porte 2E Etage, Val-D'Or, (Québec)

J9P 1S7

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
11	Véhicule tout terrain JY44UMW04YA013911	2000	Un véhicule tout-terrain de marque Yamaha, modèle FM350.
10	Motoneige post 1988 2SWUW11A1XG009996	2000	Une motoneige de marque Snowb, modèle 8000

MENTIONS

Somme de l'hypothèque

97 771,36\$

Référence à la loi créant l'hypothèque :

L.R.Q. Chap. I-3, T-0.1

Cause de la créance :

R.A.S., T.V.Q.

Autres mentions :

Montants et périodes concernées:

R.A.S.: 1 077,65\$ - sommaire 2011;

T.V.Q.: 96 693,71\$ - 2011-11 et 2011-12;

N/D: CQ-146943-12

a/s: Annie Gaudreault (C65-3J)

Tél: 1-888-543-7539, poste 5770506

Réf: 4274531

AVIS D'ADRESSE

N° 029704

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche - Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection - Nom d'organisme : RESSOURCES DIANOR INC... Code Postal : J9P1S7

Fiche 005 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0612971-0001	2010-09-03 14:06	2020-09-03

HYPOTHEQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THIRD EYE CAPITAL CORPORATION

Brookfield Place, TD Canada Trust Tower, 161 Bay Street, Suite 3820, M5J 2S1

Constituant

RESSOURCES DIANOR INC.

649 Third Avenue, Second Floor, Val-d'Or, Québec

J9P 1S7

Constituant

DIANOR RESOURCES INC.

649 Third Avenue, Second Floor, Val-d'Or, Québec

J9P 1S7

BIENS

The universality of the Grantor's Mineral Rights and movable property, corporeal and incorporeal, present and future, of whatever nature and kind and wherever situate (any and all of the Grantor's property being charged under the Deed is referred to in the Deed collectively as the "Charged Property"), the whole including, without limitation, the following present and future properties (the hypothecs granted by the Grantor under the Deed is referred to in the Deed as the "Hypothec"):

1.1 Mineral Rights

All of the Grantor's rights, title and interest in all Mineral Rights including without limitation the mining claims described in Schedule "B" below (collectively the "Mining Tenements") along with all present and future works, constructions and appurtenances related thereto, together with all of the Grantor's rights, title and interest that are immovable in nature in connection with such Mineral Rights and other rights described in Schedule "B" below and the present and future works, constructions and appurtenances related thereto.

1.2 Rentals, Revenues and Leases of Mineral Rights

All rentals, annuities and revenues which are or may be produced by the Mineral Rights or derived therefrom, including all rights of the Grantor to use, explore, remove, extract, transfer, sell, access or otherwise profit from minerals or other resources (and all renewals, extensions and amendments or substitutions thereof), as well as any other of the Grantor's rights, title and interest in any lease, present and future, which may affect such Mineral Rights.

1.3 Rental Insurance

Proceeds of any insurance covering losses of revenue and rentals described in Section 1.2 above.

1.4 Movable Property

1.4.1 Claims, Receivables and Book Debts

All of the Grantor's claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), notes, acceptances, bills of exchange or drafts; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts. Hypothecated claims shall include: (i) indemnities payable to the Grantor under any and all risk insurance policy or any liability insurance policy in connection with, or related to, any of the Charged Property and (ii) the Grantor's rights in any credit balances, monies or deposits in accounts held for the Grantor by the Lenders (subject to the Lenders' compensation or set-off rights) or by any financial institution or any other person.

1.4.2 Contracts, Permits and Rights of Action

All of the Grantor's rights, title and interest in, to and under the contracts, agreements, deeds, licenses, permits, leases, offers to lease, offers to purchase, plans, sub-contracts, drawings and approvals, present and future, entered into from time to time by the Grantor or issued in the Grantor's favour and all renewals, amendments, supplements, extensions and restatements thereof together with the present and continuing right to make a claim thereunder and to enforce or cause the enforcement of all of the Grantor's said rights, title and interest.

1.4.3 Accessories

The hypothecs, security interests, security agreements, guarantees, suretyships, notes, acceptances and accessories to the claims and rights described above and other rights relating thereto.

1.4.4 Equipment and Road Vehicles

All of the Grantor's rights, title and interest in the equipment, office furniture, appliances, supplies, apparatus, tools, patterns, models, dies, blueprints, fittings, furnishings, fixtures, machinery, rolling stock (including road vehicles), including additions and accessories and spare parts.

1.4.5 Trade-Marks and Other Intellectual Property Rights

All of the Grantor's rights, title and interest in any trademark, copyright, industrial design, patent, goodwill, invention, trade name, trade secret, trade process, license, permit, franchise, know-how, plant breeders' right, integrated circuit topography and in any other intellectual property right, including any application or registration relating thereto if any, improvements and modifications thereto as well as rights in any claim against third parties in connection with the protection of any such intellectual property rights or infringement thereto, in Canada or abroad.

1.4.6 Fruits and Revenues

All of the Grantor's rights, title and interest in all cash, profits, proceeds, fruits, dividends, rights and revenues which are or may be produced by or declared or distributed with respect to the Charged Property or in exchange thereof as well as the proceeds of the Charged Property, including without limitation any property, equipment,

negotiable instrument, bill, commercial paper, security, money, compensation for expropriation remitted, given in exchange or paid pursuant to a sale, repurchase, distribution or any other transaction with respect to the Charged Property.

1.4.7 Records and Other Documents

All of the Grantor's rights, title and interest in all present and future records, data, vouchers, invoices and other documents related to the Charged Property described above, including without limitation, computer programs, disks, tapes and other means of electronic communications, as well as the Grantor's rights to recover such property from third parties, receipts, customer lists, distribution lists, directories and other similar property.

A right or a claim shall not be excluded from the Charged Property merely because: (i) the debtor thereof is not domiciled in the Province of Quebec or (ii) the debtor thereof is a Related Person (as such term is defined in the Credit Agreement) (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the ordinary course of its business or the operations.

1.5 Replacement Property

Any and all Charged Property which is acquired, transformed or manufactured after the date of the Deed shall be charged by the Hypothec, (i) whether or not such property has been acquired in replacement of other Charged Property which may have been alienated by it in the ordinary course of business and (ii) whether or not such property results from a transformation, mixture or combination of any Charged Property, and (iii) in the case of Securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the Securities charged under the Deed and without the Trustee being required to register or re-register any notice whatsoever, the property charged under the Hypothec being the universality of the Grantor's present and future movable property.

1.6 Securities

All securities (including shares, debentures, partnership or trust units, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds, certificates or other instruments representing such property) now or hereafter owned by the Grantor or held by the Grantor or on its behalf (collectively, the "Securities").

For the purposes hereof, the following definitions apply:

"Credit Agreement" means the credit agreement dated August 28, 2010 among the Grantor, as borrower, the financial institutions and other entities named therein, as lenders, and Third Eye Capital Corporation, in its capacity as administrative agent, as such agreement may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"Deed" means the Deed of Hypothec and Issue of Bonds between Third Eye Capital Corporation and Ressources Dianor Inc./Dianor Resources Inc., dated September 3, 2010, before Mtre. Meriem Benamour, Notary, under minute number 416, and to any deed or document supplemental or complementary to the Deed or restating the Deed.

"Grantor" means Ressources Dianor Inc./Dianor Resources Inc. and its

successors and permitted assigns.

"Lenders" shall have the meaning ascribed to it in the Credit Agreement.

"Mineral Rights" means:

(a) the Mining Tenements;

(b) all entitlements of the Grantor to carry out exploration, development or mining activities in the area being the subject of the Mining Tenements in accordance with the provisions of the Mining Law;

(c) any present or future interest from time to time held by or on behalf of the Grantor in any present or future Mineral Right, mining lease, right, lease, sublease, licence, claim, permit or other authority which confers or may confer a right to prospect or explore for or mine any metals or minerals (including precious stones) in any part of the area being the subject of the Mining Tenements;

(d) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of the mineral rights described above, whether extending over the same or greater or lesser area; and

(e) any present or future application for or interest in any of the above, which confers or which, when granted, will confer the same or similar rights.

"Trustee" means Third Eye Capital Corporation, the person appointed as *Fondé de pouvoir* for the Bondholders, and shall include its successors or assigns appointed in replacement thereof.

Schedule "B" - Mining Tenements (Section 1.1)

Description of Mineral Rights (Claims)

CDC1012391, CDC1012392, CDC1012393, CDC1012396, CDC1122864, CDC1122865,
CDC1122866, CDC1122867, CDC1122862, CDC1122863, CDC1076051,
CDC1076053, CDC1076054, CDC1076055, CDC1076056, CDC1076057, CDC1076058,
CDC1076059, CDC1076060, CDC1076061, CDC1076062, CDC1076063,
CDC1076064, CDC1076065, CDC1076066, CDC1076067, CDC1076068, CDC1076049,
CDC1114727, CDC1114728, CDC1114729, CDC1114730, CDC1114732,
CDC1114733, CDC1114734, CDC1114735, CDC1114743, CDC1114744, CDC1114745,
CDC1114746, CDC1114747, CDC1114748, CDC1114749, CDC1114750,
CDC1114751, CDC1114752, CDC1114753, CDC1114754, CDC1114725, CDC1114726,
CDC1133738, CDC1133748, CDC1133746, CDC1133744, CDC1133742,
CDC1133737, CDC1133747, CDC1133745, CDC1133743, CDC1133741, CDC1133736,
CDC1133740, CDC1133735, CDC1031906, CDC1031907, CDC1031908,
CDC1031909, CDC1031910, CDC1031911, CDC1031912, CDC1031913, CDC1031914,
CDC1031915, CDC1031916, CDC1031917, CDC1031918, CDC1031919,
CDC1031920, CDC1031921, CDC1031922, CDC1031923, CDC1031924, CDC1031925,
CDC1031905, CDC1124730, CDC1124731, CDC1124732, CDC1124733,
CDC1124734, CDC1124735, CDC1124736, CDC1124737, CDC1124738, CDC1124739,
CDC1124740, CDC1124741, CDC1124742, CDC1124743, CDC1124744,
CDC1124745, CDC1124746, CDC1124747, CDC1124748, CDC1124749, CDC1124750,
CDC1124751, CDC1124752, CDC1124753, CDC1124754, CDC1124755,
CDC1124756, CDC1124757, CDC1124758, CDC1124759, CDC1124760, CDC1124761,
CDC1124762, CDC1124763, CDC1124764, CDC1124765, CDC1124766,
CDC1124767, CDC1124768, CDC1124769, CDC1124770, CDC1124771, CDC1124772,
CDC1124773, CDC1124774, CDC1124775, CDC1124776, CDC1124777,
CDC1124778, CDC1124779, CDC1124780, CDC1124781, CDC1124782, CDC1124783,

CDC1124784, CDC1124785, CDC1124786, CDC1124787, CDC1124788,
CDC1124789, CDC1124790, CDC1124791, CDC1124792, CDC1124793, CDC1124794,
CDC1124795, CDC1124796, CDC1124797, CDC1124798, CDC1124799,
CDC1124800, CDC1124801, CDC1124802, CDC1124803, CDC1124804, CDC1124805,
CDC1124806, CDC1124807, CDC1124808, CDC1124809, CDC1124810,
CDC1124811, CDC1124812, CDC1124813, CDC1124814, CDC1124815, CDC1124816,
CDC1124817, CDC1124818, CDC1124819, CDC1124820, CDC1124821,
CDC1124728, CDC1124729, CDC1076050, CDC1076052, CDC1076048, CDC1031926,
CDC1031927, CDC1031928, CDC1031929, CDC1031930.

MENTIONS

Somme de l'hypothèque

\$20,000,000 with interest thereon from September 3, 2010 at the rate of 25%
per annum.

L'hypothèque est consentie pour garantir le paiement d'obligations ou
autres titres d'emprunt.

Référence à l'acte constitutif

Forme de l'acte : Notarié en minute

Date : 2010-09-03

Lieu : Montréal, Province of Québec

N° de minute : 416

Nom du notaire : Meriem Benammour, Notary

Autres mentions :

Continuation of address of THIRD EYE CAPITAL CORPORATION: Toronto,
Ontario.

Third Eye Capital Corporation acts as Fondé de pouvoir ("person holding
the power of attorney"), as contemplated in Article 2692 of the Civil
Code, on behalf of the present and future Bondholders.

The Trustee hereby authorizes the Grantor to recover all claims and
other Charged Property referred to in Section 1.4 (collectively, the
"Hypothecated Claims").

AVIS D'ADRESSE

N° 037854

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : RESSOURCES DIANOR INC.

Critère de sélection Nom d'organisme : RESSOURCES DIANOR INC... Code Postal : J9P1S7

Fiche 006 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0272752-0001	2009-05-13 14:38	2019-05-11

HYPOTHEQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

BANQUE ROYALE DU CANADA
630 BOUL RENE-LEVESQUE OUEST, 1ER ETAGE, MONTREAL, QC H3B 1S6

Constituant

RESSOURCES DIANOR INC
649, 3E AVENUE, VAL-D'OR, QC J9P 1S7

Constituant

DIANOR RESSOURCES INC
649, 3E AVENUE, VAL-D'OR, QC J9P 1S7

BIENS

L'HYPOTHEQUE GREVE LES BIENS PARTICULIERS DECRITS CI-DESSOUS :
LES CREANCES / COMPTE CLIENTS / CONTRATS / DEPOTS BANCAIRES SUIVANTS,
AINSI QUE LEURS RENOUVELLEMENTS, SUBSTITUTIONS ET ADDITIONS, DE MEME
QUE LES AUTRES BIENS REÇUS OU EMIS LORS DE TOUTE TRANSFORMATION LES
TOUCHANT:

CERTIFICAT DE PLACEMENT GARANTI ÉMIS PAR BANQUE ROYALE DU CANADA SOUS
LE NUMÉRO 00720063979 POUR UN MONTANT EN CAPITAL DE 330,000.00 \$,
VENANT À ÉCHÉANCE LE 5 MAI 2011, AINSI QUE TOUT RENOUVELLEMENT,
SUBSTITUTION OU REMPLACEMENT DU CERTIFICAT SUSDT, TOUT AJOUT DONT
LEDIT CERTIFICAT FAIT L'OBJET, TOUS LES INTÉRÊTS, REVENUS ET PRODUITS
EN ÉMANANT OU EN DÉCOULANT, ET TOUT AUTRE CERTIFICAT DE PLACEMENT
GARANTI OU AUTRE BIEN REÇU OU ÉMIS LORS DE TOUTE TRANSFORMATION DU
CERTIFICAT DE PLACEMENT GARANTI SUSDT.

L'HYPOTHEQUE GREVE AUSSI LES BIENS PRESENTS ET A VENIR SUIVANTS,
RELATIFS AUX BIENS HYPOTHEQUES DECRITS PLUS HAUT :
-LES PRODUITS ET CREANCES RESULTANT DE LEUR DISPOSITION OU LOCATION ;
-LES FRUITS ET REVENUS QU'ILS PRODUISENT, INCLUANT LES INDEMNITES
D'ASSURANCE OU D'EXPROPRIATION EN DÉCOULANT ;
-LES DROITS, TITRES ET DOCUMENTS, DE QUELQUE FORME OU NATURE, SE
RAPPORTANT A CEUX-CI ; ET
-LES BIENS DE REMPLACEMENT, RENOUVELLEMENT, SUBSTITUTION, ADDITION OU
TRANSFORMATION DE CES BIENS, Y COMPRIS LES SOMMES D'ARGENT EN TENANT
LIEU

MENTIONS

Somme de l'hypothèque

\$379,500.00

taux preferentiel + 0.000%

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2009-05-11

Lieu : VAL-D'OR

AVIS D'ADRESSE

N° 000114



Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : DIANOR RESOURCES INC.

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0612971-0001	2010-09-03 14:06	

Date, heure, minute de certification : 2015-09-08 14:25

Critère de recherche Nom d'organisme : DIANOR RESSOURCES INC.

Noms présentant des similarités (3)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> DIANOR RESSOURCES INC	J9P 1S7	1
<input type="checkbox"/> RESSOURCES DIANOR INC	J9P 1S7	6

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0272752-0001	2009-05-13	14:38
001	RAYSOURCE INC	G2G 1J5	
001	HYPOTHÈQUE LÉGALE RÉSULTANT D'UN JUGEMENT 12-0645450-0001	2012-08-08	14:05
002	HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE 12-0639365-0001	2012-08-07	09:00
003	HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE 12-0604184-0008	2012-07-26	09:00
004	HYPOTHÈQUE LÉGALE DE L'ÉTAT OU D'UNE PERSONNE MORALE 12-0450947-0003	2012-06-05	13:41
005	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0612971-0001	2010-09-03	14:06
006	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 09-0272752-0001	2009-05-13	14:38

APPENDIX G

THIRD EYE CAPITAL CORPORATION
Applicant

- and -

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced in Toronto

**MOTION RECORD
(returnable October 7, 2015)
(Approval of Bid Process)**

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.**