

Schedule B – Purchased Assets

Schedule C -- Claims

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants

SCHEDULE D
FORM OF BILL OF SALE

[see attached]

BILL OF SALE

THIS BILL OF SALE is made as of June ■, 2013,

BETWEEN:**STARFIELD RESOURCES INC.**

a corporation incorporated under
the laws of British Columbia,

(the "Vendor"),

- and -

2369785 ONTARIO INC.

a corporation incorporated under
the laws of Ontario,

(the "Purchaser")

WHEREAS:

- A. Vendor is the owner of a nickel-copper-cobalt-PGE project in Ferguson Lake, Northwest known as the Ferguson Lake Project (the "Project");
- B. Pursuant to an agreement of purchase and sale (the "Purchase and Sale Agreement") dated June __, 2013, between Vendor and Purchaser, Vendor has agreed to sell, assign, convey and transfer to Purchaser, and Purchaser has agreed to purchase from Vendor, all of Vendor's right, title and interest in and to all equipment, claims, leases and other assets and rights used or held for use on or in respect of the Project, including, without limitation, the assets set forth and described in Schedule A hereto and the Records and Data (collectively, the "Purchased Assets"), upon the terms and conditions set out in the Purchase and Sale Agreement;
- C. This Bill of Sale is delivered by Vendor in accordance with section 10.3(a)(iv) of the Purchase and Sale Agreement.

NOW THEREFORE in consideration of the covenants and promises contained in the Purchase and Sale Agreement, and for other value received, the parties agree as follows:

1. **Capitalized Terms**

Except where defined herein, capitalized terms shall have the meaning given to them in the Purchase and Sale Agreement.

2. **Conveyance of Interest**

Vendor hereby sells, assigns, conveys and transfers to Purchaser, all of the right, title, and interest of Vendor in and to the Purchased Assets in accordance with the terms and conditions of the Approval and Vesting Order and on the terms and subject to the conditions set out in the Purchase and Sale Agreement.

3. **Exclusions**

This Bill of Sale specifically excludes two diamond drills owned by Major Drilling that are situated on the Purchased Assets.

4. **"As-Is" Condition**

The Purchaser acknowledges and agrees that the Purchased Assets are purchased on an "as-is, where-is" basis in accordance with Section 2.4 of the Purchase and Sale Agreement.

5. **Further Assurances**

To the extent possible and at Purchaser's expense, Vendor shall, from time to time, at the request of the Purchaser, execute and deliver such additional documents and take such other actions as may be reasonably necessary to fully accomplish the transfer of interests meant to be effected by this Bill of Sale.

6. **Governing Law**

This Bill of Sale shall be governed by and construed in accordance with the laws of Ontario.

7. **Enurement**

This Bill of Sale shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. **Counterparts**

This Bill of Sale may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Transmission by facsimile or other electronic means of transmission of an executed counterpart of this Bill of Sale shall be deemed to constitute due and sufficient delivery of such counterpart.

9. **Amendments**

This Bill of Sale shall not be amended except by written agreement between the Purchaser and the Vendor.

10. **Time of the Essence**

Time shall be of the essence of this Bill of Sale and each of its provisions.

11. Paramountcy

This Bill of Sale is delivered pursuant to and is subject to all of the terms and conditions contained in the Purchase and Sale Agreement. In the event of any inconsistency between the provisions of this Bill of Sale and the Purchase and Sale Agreement or the Approval and Vesting Order, the provisions of the Purchase and Sale Agreement or the Approval and Vesting Order, as applicable, shall prevail.

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IN WITNESS WHEREOF this Bill of Sale has been executed by the parties
hereto as of the date first written above.

STARFIELD RESOURCES INC.

Per: _____

Philip S. Martin
President & Chief Executive Officer

2369785 ONTARIO INC.

Per: _____

Tony Pomeroy
President

**SCHEDULE A
PURCHASED ASSETS**

Court File No. CV13-10034-00C

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION OF STARFIELD RESOURCES INC., OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

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

Proceeding commenced at TORONTO

**MOTION RECORD
(returnable June 7, 2013)****FASKEN MARTINEAU DUMULIN LLP**333 Bay Street – Suite 2400
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