

CANADA ) TO ALL WHOM THESE PRESENTS  
Province of Ontario ) MAY COME, BE SEEN OR KNOWN  
To Wit )

I, DAVID GARDOS, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto, in the said Province, DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true copy of a document produced and shown to me and purporting to be a Bill of Sale dated June 12, 2013 between Starfield Resources Inc. and 2369785 Ontario Inc., the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal of Office at Toronto this 11th day of July, 2013.

  
A Notary Public in and  
for the Province of  
Ontario



DAVID GARDOS  
Barrister & Solicitor  
PETERSON LAW PROFESSIONAL CORPORATION  
390 Bay Street, Suite 806  
Toronto, ON M5H 2Y2  
Telephone: (647) 259-1786

## **BILL OF SALE**

**THIS BILL OF SALE** is made as of June 12, 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, Nunavut known as the Ferguson Lake Project (the "Project");
- B. Pursuant to an agreement of purchase and sale (the "Purchase and Sale Agreement") dated June 7, 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.

**12. Entire Agreement**

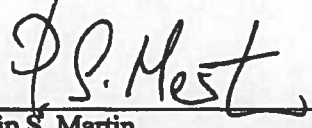
This Bill of Sale and the Purchase and Sale Agreement constitute the entire agreement between the parties with respect to the subject matter hereof. This Bill of Sale shall not be amended, except by instrument in writing signed by both parties hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**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: \_\_\_\_\_

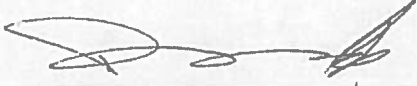
Tony Pomeroy  
President

**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 LIST**

**CLASS A. Leases and Claims**

***Mining Leases***

DISP'N #	DISP'N NAME	AC	REC DATE	ANNIV DATE	EXTN DATE	DISPN TERM END	CRITICAL DATE
4922	4922	2,534.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4923	4923	2,695.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4924	4924	1,527.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4925	4925	2,640.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4926	4926	2,425.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4927	4927	1,732.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4928	4928	2,616.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4929	4929	2,401.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4930	4930	2,592.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12
4931	4931	2,773.00	07-Sep-07	07-Sep-13		07-Sep-28	07-Sep-12

**10 leases**

**23,935.00**

***Mineral Claims***

DISP'N #	DISP'N NAME	AC	REC DATE	ANNIV DATE	EXTN DATE	DISPN TERM END	CRITICAL DATE
F85628	NUB049	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85693	NUB114	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85694	NUB115	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85699	NUB120	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85700	NUB121	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85701	NUB122	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85705	NUB126	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85706	NUB127	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15

DISP'N #	DISP'N NAME	AC	REC DATE	ANNIV DATE	EXTN DATE	DISPN TERM END	CRITICAL DATE
F85707	NUB128	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85708	NUB129	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85709	NUB130	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85713	NUB134	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85714	NUB135	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85715	NUB136	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85716	NUB137	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85717	NUB138	2,582.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85722	NUB143	1,549.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85723	NUB144	1,549.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85724	NUB145	1,549.50	19-Apr-05	19-Apr-15		19-Apr-15	19-Apr-15
F85896	YLK001	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85903	YLK003	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85905	YLK004	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85906	YKL005	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85910	YLK009	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85911	YLK010	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85912	YLK011	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85913	YLK012	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85914	YLK013	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85916	YLK015	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85917	YLK016	2,501.94	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85926	HPC001	258.26	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85927	HPC002	258.26	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18
F85928	HPC003	258.26	26-Jun-08	26-Jun-18		26-Jun-18	26-Jun-18

33 claims

74,264.62



For greater certainty, the foregoing leases and claims shall include all of the real property and other property that comprises leases and claimes, including, without limitation, the unpatented mining claims and all plant, buildings, structures, camp and fueling facilities, air strip, quarry, roads, water pipelines, head frames, improvements, appurtenances, fixtures (including fixed machinery and fixed equipment), bore holes, pits, shafts, dams, located thereon or thereunder or forming part thereof (such assets, collectively, the "**Real Property**"), and all contracts, deeds, grants, conveyances and other documents and rights giving rise to or creating the Real Property, and all rights arising thereunder against third persons, in favour of the Vendor.

#### **CLASS B. Security Deposits**

Residual interest, if any, in all reclamation security deposits, letters of credit (including those listed below) and any security posted with the issuing financial institution in relation to any letters of credit, and any other cash, deposits, or other amounts paid to or held by any of Nunavut Water Board, Federal Department of Fisheries and Oceans, KIA, and AANDC as security for the satisfaction of Vendor's abandonment and reclamation obligations. These security deposits include, among other things, the following Guaranteed Income Certificates registered in the name of KIA and deposited at the Canadian Imperial Bank of Commerce:

<b>GIC Number</b>	<b>Account Number</b>	<b>Issue Date</b>	<b>Maturity Date</b>	<b>Principal Amount</b>
LT-00175	00091-7374371	Aug 3, 2012	Aug 6, 2013	\$211,526.91
LT-00183	00091-7374371	Aug 3, 2012	Aug 6, 2013	\$36,958.16
FLGIC-00078	00042-4693178	Oct 16, 2012	Oct 16, 2013	\$41,762.82
<b>TOTAL:</b>				<b>\$290,247.89</b>

#### **CLASS C. Capital Assets**

All equipment, machinery, parts, supplies, goods and inventory pertaining to or located on the Purchased Assets, including all work-in-process inventories, parts, furniture, furnishings, tools, appliances, Records and Data including Exploration Data, licenses, intellectual property, prepaid expenses, rights to refunds, books, records, technical information and all tangible and intangible property and assets, together with Vendor's title and interest in and to any other personal property, personal property interests or assets pertaining to or located on the Purchased Assets which includes the following:

##### **INCLUSIONS**

##### **Equipment**

- 1 Caterpillar 287B Skid Steer (2007)
- 1 Caterpillar 950F Loader (1997)
- 1 Caterpillar D4 Bulldozer (Series 2) (1994)
- 1 Caterpillar 320BL Excavator (1992)
- 2 250D Caterpillar Haul Truck (1998)
- 1 Caterpillar 140G Grader (1994)
- 1 BR160 Bombardier Snow Cat (1994)
- 9x Yamaha Bravo snowmobile
- 1x Yamaha Venture 500 snowmobile
- 2x Polaris 550 snowmobile

5x (other snowmobile—disabled)  
4x Honda Fourtrax ATV  
1x GMC 4x4 Crew Cap with Matrax (1999)  
1x GMC 4x4 Crew Cap with Matrax (1997)  
2x Duetz 75Kva generator  
6x cargo sled, 25'  
1x Isuzu 75Kva generator  
1x Used waste oil furnace, 225,000BTO  
4x 110 gallon dual walled tidy tank, including all pumps and hoses  
1x Bobcat Welder (@006) and 10kw generator  
1x Davis Vantage Pro2 weather station, including all equipment and consoles  
1x rock crusher with motor  
all other vehicles, spare parts, tools, and equipment located at or near the  
Ferguson Lake camp, stored offsite, or otherwise owned by Vendor in relation to  
the Ferguson Lake project

**Fuel**

211x Jet B fuel, drums of, including:  
    ☐ out of date: 120 drums  
    ☐ 2012 expiry date: 91 drums  
P-50 Fuel, including:  
    ☐ in camp: 107 drums  
    ☐ in tank in camp: ~65 drums  
    ☐ in Churchill Storage: 100 drums  
    ☐ in Arviat bulk storage: 185 drums  
8x gasoline, drums of  
275x propane, 100lb bottles of  
170x waste fuel drum  
23x oil, drums of

**Exploration Camp**

*Dormitories*

modular sleeping units  
Weatherhaven portable shelter units  
washrooms  
shower facilities  
all furniture and appliances

*Kitchen-Dining Complex*

kitchen, including camp stove, steam table, skin/counter system  
dining room  
all furniture and appliances  
2<sup>nd</sup> crated full kitchen

*Office*

office building  
all furniture, computers, office equipment, supplies, software, software licenses,  
and telecommunications equipment

*Lounge*

- all furniture and appliances
- 2x Washing machine, dryer & installations

*Infrastructure*

- 2x diesel-powered water pump, including 2200' rubber hose
- sewage system
- heating systems

*Construction Materials*

- linoleum (rolls)

*Supplies*

- 12.5x Pacto foil (box) (on site and at Nuna Shop, Rankin Inlet)
- 5x bleach, cases of
- 3x Medical grade oxygen bottles
- all hard hats, vests, gloves, coveralls, safety glasses
- all bedding
- all maintenance supplies

***EXCLUSIONS***

- 2x diamond drill owned by Major Drilling

**CLASS D. Option and/or Joint Venture Agreements**

Not applicable.

**CLASS E. Other Leases, Licenses, Authorizations, Agreements and Other Property**

Commercial Lease KVCL305H27 between Kivalliq Inuit Association and the Vendor dated as of July 23, 2007, as amended.

Right of Way Licence KVRW06F09 between Kivalliq Inuit Association and the Vendor dated as of July 23, 2007, as amended June 8, 2012.

Quarrying Permit KVCA08Q17 between Kivalliq Inuit Association and the Vendor dated as of June 4, 2012, as amended.

**CLASS F. Contracts to be Assigned**

Commercial Lease KVCL305H27 between Kivalliq Inuit Association and the Vendor dated as of July 23, 2007, as amended.

Right of Way Licence KVRW06F09 between Kivalliq Inuit Association and the Vendor dated as of July 23, 2007, as amended June 8, 2012.