

SUPERIOR COURT

(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF ABITIBI

No. 615-11-001402-140

DATE: December 17, 2014

PRESIDING : THE HONOURABLE MR. JUSTICE ROBERT DUFRESNE, J.S.C.

IN THE MATTER OF THE RECEIVERSHIP OF:

AURBEC MINES INC. / MINES AURBEC INC.

Debtor

-and-

FBC HOLDINGS S.À.R.L.

Petitioner

-and-

SAMSON BÉLAIR DELOITTE & TOUCHE INC.

Receiver

ORDER APPOINTING A RECEIVER
(Section 243 of the *Bankruptcy and Insolvency Act*)

- [1] **ON READING** the Petitioner's Motion to Appoint a Receiver (the "**Motion**") pursuant to Article 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**"), the affidavit and the exhibits in support thereof;
- [2] **SEEING** the service of the Motion;

- [3] **SEEING** the submissions of Petitioner's attorneys;
- [4] **SEEING** that Petitioner sent the Debtor a notice pursuant to the terms of Article 244 of the BIA;
- [5] **SEEING** that it is appropriate to appoint a receiver to the Property (such as defined herein) of the Debtor;

WHEREFORE THE COURT:

- [6] **GRANTS** the Motion;

SERVICE

- [7] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof;

APPOINTMENT

- [8] **APPOINTS** Samson Bélair Deloitte & Touche Inc., trustee, to act as receiver (the "**Receiver**") to the Property of Aurbec Mines Inc. (the "**Debtor**") until one of the following events comes to pass:
- (a) the sale of all the Property; or
 - (b) the issuance of any order by the Court terminating the mandate of the Receiver;
- [9] **DECLARES** that the order (the "**Order**") and its effects shall survive the existing notice of intention to make a proposal proceedings (the "**NOI Proceedings**") or the filing of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the *Companies Creditors Arrangements Act* (the "**CCAA**") or the bankruptcy of the Debtor, unless the Court orders otherwise.

RECEIVER'S POWERS

- [10] **AUTHORIZES** the Receiver to exercise the following powers:

10.1 Powers related to the possession of the Property

AUTHORIZES the Receiver to take possession of the Debtor's Property described herein (the "**Property**") and to exercise the following powers listed hereinafter in the place and stead of the Debtor in respect of the Property:

- (a) All the property of the Debtor, of every nature and kind whatsoever, wherever situated, and regardless of whose possession it may be in, save and except for the following property (the "**Vezza Property**") which is expressly excluded:
- i. The mining lease described in Schedule A hereof, as same may be renewed, amended or replace from time to time (the "**Vezza Mining Lease**");
 - ii. The mining claims described in Schedule B hereof and all mining claims, mining leases and other mining titles resulting from the renewal, conversion, replacement or any other transformation of the mining claims described in Schedule B hereof (collectively the "**Vezza Claims**");
 - iii. All other mining rights and mining claims of the Debtor on or with respect to the land leased by the Debtor pursuant to the Vezza Mining Lease (collectively the "**Vezza Rights**");
 - iv. All present and future buildings, constructions and works erected on the land leased by the Debtor pursuant to the Vezza Mining Lease, as well as all the property, present and future, permanently physically attached or joined to such immovable property so as to ensure the utility thereof and all other property related to such immovable property which becomes immovable by the effect of law including by way of accession to such immovable property, and together with and subject to any servitudes, rights-of-way or privileges appurtenant or belonging thereto (together with the Vezza Mining Lease, the Vezza Claims, and the Vezza Rights, the "**Vezza Immovables**");
 - v. All claims and debts, rentals, annuities, fruits and revenues emanating from the Vezza Immovables;
 - vi. Proceeds from any property insurance covering the Vezza Property; and
 - vii. All records, data, vouchers, invoices and other documents related to the Vezza Property;
- (b) To avoid any uncertainty, the excluded Vezza Property is limited to the "Charged Property" as fully described in the *Deed of Hypothec* granted by the Debtor in favour of Promec Mining Contractor Inc. on November 25, 2013;

RESERVES the right of the Receiver to apply to the Court for authorization to take possession of all or part of the Vezza Property, subject to the prior written consent of the Petitioner;

10.2 Powers related to the preservation of the Property

- (c) all the powers necessary for the preservation and for the protection of the Property;
- (d) all the powers necessary to control the Property, the place of business and the premises occupied by the Debtor;
- (e) all the powers necessary to grant the Receiver access, at all times, to the place of business and to the premises of the Debtor, to the Property, and to change the locks and security codes granting access to such premises and places of business of the Debtor, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (f) all the powers necessary to grant the Receiver access to all the accounting records of the Debtor, as well as to any document, contract, register of any nature or kind whatsoever, wherever they may be situated and regardless of the medium on which they may be recorded (the "**Records**"), as well as the powers necessary to make copies of all the Records necessary or useful to the execution of the Receiver's functions;
- (g) all the powers necessary to undertake an analysis of the Debtor's Records;
- (h) all the powers to, meet with and discuss with any persons 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;
- (i) all the powers necessary to register a copy of this Order and any other orders in respect of the Property against title to any of the Property;

10.3 Powers related to the Debtor's operations

- (j) manage, operate and carry on, all or any part of the Debtor's operations, including the powers to enter into any agreements, incur any obligation 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;
- (k) all the powers necessary to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to carry on the business of the Debtor or any part thereof;
- (l) all the powers necessary to control the Debtor's receipts and disbursements;

- (m) all the powers necessary to collect all the accounts receivable and all the other claims of the Debtor and to transact in respect of same, as well as to sign any document for this purpose;
- (n) all the powers necessary to settle, extend or compromise any indebtedness owing to the Debtor;
- (o) all the powers necessary 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;
- (p) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (q) all the powers necessary to (i) file a voluntary assignment in bankruptcy, (ii) continue and, if necessary, petition the Court to extend the NOI Proceedings (iii) make a proposal to the creditors of the Debtor under the NOI Proceedings or (iv) seek creditor protection under the CCAA in respect of the Debtor, the whole subject to the prior written consent of the Petitioner;
- (r) all the powers necessary to open any required bank account, pursuant to the terms and conditions the Receiver may determine, with any chartered Canadian bank, or any other financial institution, the whole, in order to cash any item payable to the Debtor, and to issue any payment which, in the opinion of the Receiver, is necessary or useful to the Debtor's operations;
- (s) all the powers necessary to make advances to the Debtor's primary shareholder, Maudore Minerals Ltd., for conservation costs or other expenses, which, in the opinion of the Receiver, are necessary or useful to preserve or maintain its assets or to avail itself of the pending BIA Proceedings in Court file number 615-11-001401-142;
- (t) all the powers necessary to apply for any permits, licenses, 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;
- (u) all the powers necessary 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;
- (v) all the powers necessary to contest and defend in the name of the Debtor and/or Petitioner, any and all proceedings pertaining to annul, vary, cancel or modify, in any way, any permits, licenses, approvals, permissions, mining claims, leases, contracts,

renewal rights, agreements, and any other rights of the Debtor, if though desirable by the Receiver;

- (w) all the powers necessary 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;

10.4 Powers related to the disposition or sale of the Property

- (x) all the powers necessary to carry out the sale or the disposition of the Property in the ordinary course of business of the Debtor, to transact in that regard, and to sign any document or any contract required or useful for these purposes or meant to give effect to any such sale or disposition;
- (y) all the powers necessary to interest or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- (z) all the powers necessary to sell any or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;
- (aa) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

[11] AUTHORIZES to take any steps reasonably incidental to the exercise of the foregoing powers or the performance of any statutory obligations and, if required, to seek additional powers from this court,

[12] AUTHORIZES the Receiver to apply to the court for directions under Section 34 of the BIA, as if the Receiver was trustee to the bankruptcy of the Debtor;

[13] ORDERS the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;

[14] GRANTS the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;

[15] AUTHORIZES the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfil its functions;

- [16] **DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioner's attorney. Where the Receiver has been advised by the Petitioner that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioner unless otherwise directed by this Court.

DEBTOR'S DUTIES

- [17] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;
- [18] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;
- [19] **ORDERS** the Debtor not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property, other than in the ordinary course of business or with the authorization of the Receiver;

NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY

- [20] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the Petitioner, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;
- [21] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

CONTINUATION OF SERVICES

- [22] **ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is 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 authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, 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 the 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;

EMPLOYEES

- [23] **AUTHORIZES** the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates 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 sections 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) and 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*;

PROTECTION OF PERSONAL INFORMATION

- [24] **DECLARES** that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver.

LIMITATION OF LIABILITY

- [25] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 10 of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the *BIA*;
- [26] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;
- [27] **DECLARES** that section 215 of the *BIA* applies *mutatis mutandis*, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

FEES

- [28] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the

Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$ 150,000 (the "**Administration Charge**");

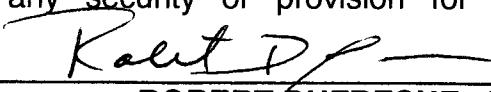
- [29] **DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances;
- [30] **DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the "**Effective Time**"), all the Debtor's Property present and future;
- [31] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the *BIA* in respect of the Petitioner and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioner and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;
- [32] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioner, the whole subject to taxation in conformity with the *BIA*, if applicable;

GENERAL

- [33] **DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;
- [34] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;
- [35] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such

materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;

- [36] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;
- [37] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;
- [38] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioner and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;
- [39] **DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;
- [40] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the *U.S. Bankruptcy Code*, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;
- [41] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;
- [42] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever;



ROBERT DUFRESNE, J.C.S.

SCHEDULE A

DESCRIPTION OF THE VEZZA MINING LEASE

Mining Lease #1010 issued on May 8, 2012 by the *Ministère des ressources naturelles et de la faune* to Mines NAP Québec Itée (now known as Mines Aurbec Inc. / Aurbec Mines Inc.), for a term of 20 years commencing on May 8, 2012 and ending on May 7, 2032.

The Mining Lease covers an area of 158 074 hectares and is located on the property known and designated as lot number 4 993 998 of the Cadastre of Quebec, townships of Vezza and Doyon, registration division of Abitibi, and registered under land file serial number 84-A-2475 of the Register of Real Rights of State Resource Development of the Registration Division of Abitibi.

The immovable described hereinabove corresponds wholly to the immovable for which the land file hereinabove described was opened (article 3034 of the *Civil code of Québec*).

With all present and future buildings, constructions and works thereon or thereunder erected, as well as all property, present and future, permanently physically attached or joined to such immovable property so as to ensure the utility thereof and all other property related to such immovable property which becomes immovable by the effect of law including by way of accession, and together with and subject to any servitudes, rights-of-way or privileges appurtenant or belonging thereto.

SCHEDULE B
DESCRIPTION OF THE VEZZA MINING CLAIMS

The following mining claims, located in the administrative region of Nord-du-Québec, in the territory of James Bay, registered in the Register of real and immovable mining rights in Québec in the name of the Debtor for an undivided interest of 100%:

TYPE OF MINING TITLE	MINING TITLE NUMBER	AREA (HECTARES)	EXPIRATION
CDC	2385816	55.93	4/1/2014 23:59
CDC	2385817	55.93	4/1/2014 23:59
CDC	2385818	43.3	4/1/2014 23:59
CDC	2385819	9.67	4/1/2014 23:59
CDC	2385820	53	4/1/2014 23:59
CDC	2385821	12.14	4/1/2014 23:59
CDC	2385822	27.79	4/1/2014 23:59
CDC	2385823	9.51	4/1/2014 23:59
CDC	2385824	18.06	4/1/2014 23:59
CDC	2385825	20.35	4/1/2014 23:59
CDC	2385826	48.6	4/1/2014 23:59
CDC	2385827	5.68	4/1/2014 23:59
CDC	2385828	32.74	4/1/2014 23:59
CDC	2385829	1.99	4/1/2014 23:59
CDC	2385830	13.43	4/1/2014 23:59
CDC	2385831	4.81	4/1/2014 23:59
CDC	2385832	4.24	4/1/2014 23:59
CDC	2385833	9.49	4/1/2014 23:59
CDC	2385834	8.25	4/1/2014 23:59
CDC	2385835	33.5	4/1/2014 23:59
CDC	2385836	0.92	4/1/2014 23:59
CDC	2385837	43.01	4/1/2014 23:59
CDC	2385838	29.36	4/1/2014 23:59
CDC	2385839	4.66	4/1/2014 23:59
CDC	2385840	4.91	4/1/2014 23:59

The Debtor is the owner of the mining claims and requires the registrar of the land Registry Office for the Registration Division of Abitibi to open a land file in the register of real rights of State resource development of the Registry Office for the Registration Division of Abitibi for each of the above described mining claims, and confirms that no such land files exist