

Court File No. CV13-10034-00CL

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

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

**APPLICATION RECORD
(returnable March 15, 2013)**

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, Ontario Canada M5H 2T6

Stuart Brotman (LSUC #43430D)
R. Graham Phoenix (LSUC #52650N)

Tel: 416 366 8381
Fax: 416 364 7813

Solicitors for the Applicant, Starfield Resources
Inc.

TO THE ATTACHED SERVICE LIST:

SERVICE LIST
(March 8, 2013)

| | |
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| TO: | <p>Cassels Brock & Blackwell LLP 2100 Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Attention Larry Ellis Phone: 416.869.5406 Fax: 416.640.3004 Email: lellis@casselsbrock.com</p> <p>Counsel to PricewaterhouseCoopers Inc., in its capacity as the Proposal Trustee</p> |
| AND TO: | <p>PricewaterhouseCoopers Inc. PwC Tower Suite 2600, 18 York Street Toronto, ON M5J 0B2</p> <p>Attention: Pritesh Patel / Paul Van Eyk / Clark Lonergan Phone: 416.863.1133 Fax: 416.365.8215 Email: pritesh.r.patel@ca.pwc.com / paul.vaneyk@ca.pwc.com / clark.lonergan@ca.pwc.com</p> |
| AND TO: | <p>Aird & Berlis LLP Brookfield Place, 181 Bay Street Suite 1800, Box 754 Toronto, ON M5J 2T9</p> <p>Attention: Steven L. Graff Phone: 416. 865.7726 Fax: 416. 865.1515 Email: sgraff@airdberlis.com</p> <p>Counsel to the Directors of Starfield Resources Inc.</p> |
| AND TO: | <p>Dickinson Wright LLP 222 Bay Street, 18th Floor P.O. Box 124 Toronto, ON M5K 1H1</p> <p>Attention: Michael Miller / Michael Arbutina Phone: 416.777.4007 / 416.777.4008 Fax: 416.865.1398 Email: mmiller@dickinsonwright.com / marbutina@dickinsonwright.com</p> <p>Counsel to Discovery 2010 Flow-Through Limited Partnership</p> |

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| AND TO: | <p>Davis LLP Suite 6000, 1 First Canadian Place PO Box 367, 100 King St W Toronto ON M5X 1E2</p> <p>Attention: Davis Foulds / Laura Bisset Phone: 416.941.5392 / 416.941.5400 Fax: 416.777.7414 / 416.777.7432 Email: dfoulds@davis.ca / lbisset@davis.ca</p> <p>Counsel to Nicholson & Associates Natural Resource Development Inc.</p> |
| AND TO: | <p>John O'Sullivan Barristers & Solicitors Suite 1402, 390 Bay Street Toronto, ON M5H 2Y2</p> <p>Attention: John O'Sullivan Phone: 416.252.5555 Email: jos@johnosullivanlaw.com</p> <p>Counsel to Thanda Resources Inc.</p> |
| AND TO: | <p>Canada Revenue Agency c/o Department of Justice The Exchange Tower 130 King Street West Suite 3400, P.O. Box 36 Toronto, ON M5X 1K6</p> <p>Attention: Diane Winters Phone: 416.973.3172 Fax: 416.973.0810 Email: diane.winters@justice.gc.ca</p> <p>Counsel to Canada Revenue Agency</p> |
| AND TO: | <p>Ministry of Finance Legal Services Branch 6th Floor, 33 King Street West Oshawa, ON L1H 8H5</p> <p>Attention: Kevin O'Hara Phone: 905.436.4510 Fax: 1.866.888.3850 Email: kevin.ohara@ontario.ca</p> <p>Counsel to Ministry of Finance Ontario</p> |

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| AND TO: | Government of Nunavut, Taxation Division Department of Finance, P.O. Box 2260 Iqaluit, NU X0A 0H0 Attention: Payroll Remittance |
| AND TO: | Nunavut Water Board P.O. Box 119 Goja Haven, NU X0B 1J0 Attention: Ms. Phyllis Beaulieu Phone: 1.867.360.6338 Fax: 1.867.360.6369 |
| AND TO: | Industry Canada District Office 7th Floor, 123 2nd Avenue South Saskatoon, SK S7K 7E6 Attention: Radio Licences |
| AND TO: | KPMG LLP Suite 4600, 333 Bay Street Toronto, ON M5H 2S5 Attention: Ken McKay Phone: 416.777.8494 Fax: 416.777.8818 Email: kenmckay@kpmg.ca |
| AND TO: | Major Drilling International Inc. 1 Timber Lane Flin Flon, MB R8N 1N4 Attention: Douglas Wilson Phone: 204.687.3482 Email: flinflon@majordrilling.com |
| AND TO: | SGS Canada Inc. 185 Concession St. P.O. Box 4300 Lakefield, ON K0L 2H0 Attention: Niels Verbann Phone: 705.652.2138 Fax: 905.652.6365 |
| AND TO: | John E. Robins 17 Brunswick Beach Road Lions Bay, B.C. V0N 2E0 |

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| AND TO: | Lawrence Barry 1383 Kilmer Road North Vancouver, B.C. V7K 1R3 |
| AND TO: | Matthew Mason 1930 Nelson Avenue West Vancouver, B.C. V7V 2P4 |
| AND TO: | Alan Grantham C/O 380 Bedford Hwy Halifax, NS B3M 2L4 |
| AND TO: | Canada Dominion Resources 2010 Limited Partnership c/o Goodman & Company Investment Counsel 1 Adelaide Street West, 29th Floor Toronto, ON M5C 2V9 |
| AND TO: | CMP 2010 Resource Limited Partnership c/o Goodman & Company Investment Counsel 1 Adelaide Street West, 29th Floor Toronto, ON M5C 2V9 |
| AND TO: | Cornelis Gysbers 50 Stoneridge Cr., Ilderton, ON N0M 2A0 |
| AND TO: | Daymon Loeb 38 Castle Knock Rd., Toronto, ON M5N 2J4 |
| AND TO: | Dwayne Swan 274 Fairhaven Cir. London, ON N5W 1E2 |
| AND TO: | Edward Kirk 57 Edward Laurier Dr., Halifax, NS B3M 2C6 |
| AND TO: | Greg Van Stavern 46 Pheasant Lane Etobicoke, ON M9A 1T4 |
| AND TO: | Howard Winick 304-70 Montclair Avenue Toronto, ON M5P 1P7 |
| AND TO: | Howard Winick 304-60 Montclair Avenue Toronto, ON M5P 1P7 |

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| AND TO: | James W. Gogan 500 Woodburn Road P.O. Box 188 New Glasgow, NS B2H 5E2 |
| AND TO: | Joel Maser 404 Banbury Road Willowdale, ON M2L 2C2 |
| AND TO: | John R. Craig 5885 Spring Garden Road, P3 Halifax, NS B3H 1Y3 |
| AND TO: | Justin Cohen 1 First Canadian Place Box 150, 48th Floor Toronto, ON M5X 1H3 |
| AND TO: | Kabeer Baig 301 - 3 Shank St., Toronto, ON M5V 3W9 |
| AND TO: | Kodjo M. Zankpe 70 Mile House P.O. Box 68 Mile House, B.C. V0K 2K0 |
| AND TO: | Maple Leaf Short Duration 2010 FT LP P.O. Box 10357, Suite 808 609 Ganville Street Vancouver, B.C. V7Y 1G5 |
| AND TO: | Maple Leaf Short Duration 2011 Flow Through LP P.O. Box 10357, Suite 808 609 Ganville Street Vancouver, B.C. V7Y 1G5 |
| AND TO: | Mark Faircloth 77 Roxborough Dr. Toronto, ON M4W 1X2 |
| AND TO: | Matrix Explore 2011 - I FT LP Suite 2200, 130 King St., West Toronto, ON M5X 1E3 |
| AND TO: | Michael Botetzayas 310 McGarrell Dr. London, ON N6G 5E9 |

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| AND TO: | Michael Hartnett Drumalie Farm 20095 Mississauga Road Caledon, ON L7K 1N4 |
| AND TO: | Mineral Fields 2011 - Super Flow Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Mineral Fields 2011 - II Super Flow Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Mineral Fields 2011 IV Super Flow Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Mineral Fields 2011 V Super Flow Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Pathway Mining 2010 Flow-Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Pathway Mining 2011 Super Flow Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Pathway Quebec Mining 2010 Flow-Through LP 1110 Finch Ave. W., Suite 210 Toronto, ON M3J 2T2 |
| AND TO: | Paul Freedman Suite 1403, 619 Avenue Rd Toronto, ON M4V 2K6 |
| AND TO: | Philip S. Martin 16 Ennisclare Drive Oakville, ON L6J 4N2 |
| AND TO: | R.A. Bondy 137 Farnham Ave., Toronto, ON M4V 1H7 |
| AND TO: | Richard Roussel 7-2652 Morningstar Cr., Vancouver, B.C. V5S 4P4 |

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| AND TO: | Rimmer Mining Company Ltd. 6 Foxdale Crt. North York, ON M2K 2P2 |
| AND TO: | Ron Kimel 63 Hillholm Road Toronto, ON M5P 1M4 |
| AND TO: | Shand Holdings Ltd. 6841 Adera Street Vancouver, B.C. V6P 5C2 |
| AND TO: | Sheldon Inwentash Suite 2500, 130 King St., West Toronto, ON M5X 1A9 |
| AND TO: | Stone 2010 Flow Through L.P. Suite 710, 36 Toronto Street Toronto, ON M5C 2C5 |
| AND TO: | Stone 2010 WCP Flow Through LP Suite 710, 36 Toronto Street Toronto, ON M5C 2C5 |
| AND TO: | William & Dunya Botetzayas 286 Julia Valentain Ave., Woodbridge, ON L4H 1Z4 |

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

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

APPLICATION UNDER the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended,
ss. 64.1 and 64.2.

**APPLICATION RECORD
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TAB 1

Cv 13-10034-00CL

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]



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

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following pages.

THIS APPLICATION will come on for a hearing on March 15, 2013, at 10am at the Court House at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH

TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: March 8, 2013

Issued by: _____



A. Anissimov
Registrar

Local Registrar

330 University Ave. – 7th Floor
Toronto, Ontario
M5G 1R7

| | |
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| TO: | The Attached Service List |
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APPLICATION

1. THE APPLICANT MAKES AN APPLICATION FOR:

- (a) an order, substantially in the form attached hereto as Schedule "A", pursuant to, *inter alia*, sections 50.4(9), 64.1 and 64.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA");
 - (i) abridging the time for delivery of this Notice of Application and the Application Record, if necessary;
 - (ii) approving the Sales Process as set out and defined in the First Report of PricewaterhouseCoopers Inc. ("PwC"), in its capacity as Proposal Trustee (the "Proposal Trustee") dated March 8, 2013 and the appendices thereto (the "First Report");
 - (iii) extending the time within which a proposal must be filed with the Official Receiver under section 62(1) of the BIA to April 26, 2013;
 - (iv) granting a first priority charge on all of the Applicant's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"), in favour of the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Applicant and counsel to the directors of the Applicant (the "Administration Charge");
 - (v) granting a second priority charge on the Property in favour of the directors and officers of the Applicant (the "D&O Charge");
 - (vi) approving the Retention Payments, as described and defined in the First Report; and
- (b) such other relief as to this honourable Court may seem just.

2. THE GROUNDS FOR THIS APPLICATION ARE:

- (a) the Applicant filed a Notice of Intention to Make a Proposal ("NOI") under section 50.4 (1) of the BIA on March 7, 2013;
- (b) prior to filing its NOI, the Applicant had engaged PwC as a financial advisor to assist and advise on strategic alternatives;
- (c) PwC, with the assistance of management of the Applicant, undertook a sale and investment solicitation process in which it canvassed over 125 potential buyers or investors beginning on November 20, 2012;

- (d) the Applicant wishes to continue the Sales Process in these BIA proceedings to provide the highest likelihood of a transaction or series of transactions to maximize value for the stakeholders;
 - (e) the Applicant will require the participation of its directors and officers to effect a successful restructuring and proposes to indemnify its directors and officers and to secure such indemnity by way of the D&O Charge;
 - (f) similarly, the Applicant will require the participation of its legal counsel, counsel to the directors of the Applicant, the Proposal Trustee and the Proposal Trustee's legal counsel to assist in these NOI proceedings and it proposes the Administration Charge in their favour;
 - (g) the Applicant will also require the continued services of its four remaining independent contractors that it currently has under contract and is seeking approval of the Retention Payments to incentivize them to remain with the Applicant through the restructuring process;
 - (h) the Applicant is seeking an extension of the time to file a proposal to permit it and the Proposal Trustee to undertake the Sales Process;
 - (i) those further grounds as set out in the affidavit of Philip S. Martin sworn March 8, 2013 and the exhibits thereto;
 - (j) those further grounds as set out in the First Report, and the appendices thereto;
 - (k) sections 50.4(9), 64.1 and 64.2 of the *Bankruptcy and Insolvency Act*; and
 - (l) such other grounds as counsel may advise and this honourable Court may permit.
3. **THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:**
- (a) the affidavit of Philip S. Martin sworn March 8, 2013;
 - (b) the First Report, and the appendices thereto; and
 - (c) such other material as counsel may advise and this honourable Court may permit.

March 8, 2013

FASKEN MARTINEAU DuMOULIN LLP
Barristers & Solicitors
333 Bay Street, Suite 2400
Toronto, ON M5H 2T6

Stuart Brotman (LSUC No. 43430D)
R. Graham Phoenix (LSUC No. 52650N)
Tel: (416) 366 8381
Fax: (416) 364 7813
Solicitors for the Applicant, Starfield Resources Inc.

Cv13-10034-00CL
Court File No. _____

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]**

Proceedings commenced in Toronto

NOTICE OF APPLICATION

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Toronto, ON M5H 2T6

Stuart Brotman (LSUC#: 43430D)
R. Graham Phoenix (LSUC#: 52650N)

Tel: 416 366 8381
Fax: 416 364 7813

Solicitors for the Applicant, Starfield Resources Inc.

TAB 1A

Court File No. CV13-10034-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

| | | |
|----------------------|---|--------------------|
| THE HONOURABLE _____ |) | FRIDAY, THE 15th |
| |) | |
| JUSTICE _____ |) | DAY OF MARCH, 2013 |

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

INITIAL ORDER

THIS APPLICATION, made by Starfield Resources Inc. (the “Debtor”) pursuant to, *inter alia*, sections 64.1 and 64.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Philip S. Martin sworn March 8, 2013 and the exhibits thereto, the First Report of PricewaterhouseCoopers Inc., in its capacity as Proposal Trustee (the “Proposal Trustee”) dated March 8, 2013 and the appendices thereto (the “First Report”), and on hearing the submissions of counsel for the Debtor, the Proposal Trustee and the directors of the Debtor, no one appearing for any other party although duly served as appears from the affidavit of service of Tasha Boyd sworn March 8, 2013, and on being advised that there are no secured creditors of the Debtor:

SERVICE

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

APPROVAL OF SALES PROCESS

2. **THIS COURT ORDERS** that the Sale Process, as set out and defined in the First Report, be and is hereby approved and that the Debtor and the Proposal Trustee are hereby authorized and empowered take such steps as are necessary or desirable to carry out the Sale Process, provided that any definitive agreement executed by the Debtor in respect of the sale of all or any part of the Property (as defined herein) shall require the further approval of this Court.

EXTENSION OF STAY PERIOD

3. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time within which a proposal must be filed with the Official Receiver under section 62(1) of the BIA be and is hereby extended to April 26, 2013.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

4. **THIS COURT ORDERS** that the Debtor shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Debtor from and after the filing of the Debtor's notice of intention under section 50.4 of the BIA, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

5. **THIS COURT ORDERS** that the directors and officers of the Debtor shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceed thereof (the "Property"), which charge shall not exceed an aggregate amount of \$100,000, as security for the indemnity provided in paragraph 4 of this Order. The Directors' Charge shall have the priority set out in paragraphs 11 and 13 herein.

6. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Debtor's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any

directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 4 of this Order.

ADMINISTRATION CHARGE

7. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Debtor and counsel to the directors of the Debtor shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtor as part of the costs of these proceedings. The Debtor is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee, counsel for the Debtor and counsel for the directors of the Debtor as such accounts are rendered and, in addition, the Debtor is hereby authorized to pay to the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Debtor and counsel to the directors of the Debtor, retainers in the amounts of \$50,000, \$15,000, \$25,000, and \$20,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time

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

9. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, counsel to the Debtor and counsel to the directors of the Debtor shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Proposal Trustee and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 11 and 13 hereof.

EMPLOYEE RETENTION PAYMENTS

10. **THIS COURT ORDERS** that the Retention Payments, as described and defined in the First Report, are hereby approved and that the Debtor is hereby authorized and empowered to make the Retention Payments in accordance with the terms set out in the First Report.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

11. **THIS COURT ORDERS** that the priorities of the Directors' Charge and the Administration Charge, as among them, shall be as follows:

First – Administration Charge; and

Second – Directors' Charge.

12. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge and the Administration Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

13. **THIS COURT ORDERS** that each of the Directors' Charge and the Administration Charge (each as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

14. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge or the Administration Charge, unless the Debtor also obtains the prior written consent of the Proposal Trustee, the beneficiaries of the Directors' Charge and the Administration Charge or further Order of this Court.

15. **THIS COURT ORDERS** that the Directors' Charge and the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made (expressly or impliedly) herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) any assignment for the general benefit of creditors made or deemed to have been made pursuant to

the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the payment of the Retention Payments shall create or be deemed to constitute a breach by the Debtor of any Agreement to which it is a party;
- (b) none of the Key Employees (as defined in the First Report) or the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Debtor paying the Retention Payments, the creation of the Charges, or the execution, delivery or performance of any related documents; and
- (c) the payments made by the Debtor pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

16. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Debtor's interest in such real property leases.

SERVICE AND NOTICE

17. **THIS COURT ORDERS** that the Debtor and the Proposal Trustee be at liberty to serve 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 electronic 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 notice by courier, personal delivery or electronic 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.

18. **THIS COURT ORDERS** that the Debtor, the Proposal Trustee, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Proposal Trustee may post a copy of any or all such materials on its website at www.pwc.com/car-starfield.

GENERAL

19. **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 Debtor, the Proposal Trustee and their respective 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 Debtor and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

20. **THIS COURT ORDERS** that each of the Debtor and the Proposal Trustee 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, including the enforcement of any Charge established hereby.

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

TAB 2

Court File No. CV13-10034-00CL

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

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

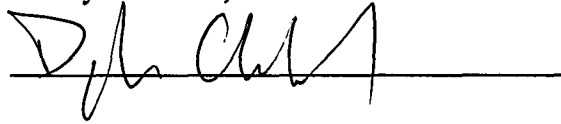
**AFFIDAVIT OF PHILIP S. MARTIN
(SWORN MARCH 8, 2013)**

I, Philip S. Martin, Executive, of the City of Oakville, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

1. I am a Director and the President and Chief Executive Officer of Starfield Resources Inc. (the "Company") and as such have knowledge of the matters set out herein.
2. I have read the First Report of PricewaterhouseCoopers Inc. in its capacity as Trustee in the Proposal of the Company dated March 8, 2013 (the "First Report").
3. The information set out in the First Report pertaining to the Company is true in all respects and I hereby adopt same as my evidence in this my Affidavit.

4. I make this Affidavit in support of the Company's Application returnable on March 15, 2013 in these proceedings and for no other or improper purpose.

SWORN BEFORE ME at the
City of Toronto, in the
Province of Ontario, this
8th day of March, 2013



A handwritten signature, likely of a notary public, is written over a horizontal line.

)
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)
)
)



A handwritten signature, "P. S. Martin", is written over a horizontal line.

PHILIP S. MARTIN

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]**

Proceedings commenced in Toronto

AFFIDAVIT OF PHILIP S. MARTIN

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Toronto, ON M5H 2T6

Stuart Brotman (LSUC#: 43430D)
R. Graham Phoenix (LSUC#: 52650N)

Tel: 416 366 8381
Fax: 416 364 7813

Solicitors for the Applicant, Starfield Resources Inc.

TAB 3

**FIRST REPORT TO COURT
SUBMITTED BY PRICEWATERHOUSECOOPERS INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICE OF INTENTION OF
STARFIELD RESOURCES INC.**

March 8, 2013

Court File No. _____

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

**IN THE MATTER OF THE PROPOSAL OF
STARFIELD RESOURCES INC.**

**FIRST REPORT TO THE COURT
SUBMITTED BY PRICEWATERHOUSECOOPERS INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE NOTICE OF INTENTION OF
STARFIELD RESOURCES INC.**

MARCH 8, 2013

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I. INTRODUCTION

1. This report ("**First Report**") is filed by PricewaterhouseCoopers Inc. ("**PwC**"), in its capacity as proposal trustee ("**Trustee**") in connection with the Notice of Intention to Make a Proposal ("**NOI**") filed by Starfield Resources Inc. ("**Starfield**" or the "**Company**") on March 7, 2013 (the "**Filing Date**") under Section 50.4 (1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B.-3, as amended (the "**BIA**"). A copy of the Certificate of Filing issued by the Superintendent of Bankruptcy is attached hereto as **Appendix "A"**.
2. PwC was previously retained by the Company to act as financial advisor to assist management in reviewing strategic alternatives to realize on the Company's assets and/or equity.

II. PURPOSE OF REPORT

3. The purpose of this First Report is to:
 - a) Provide this Court with a summary of the following:
 - (i) background information on the Company, including its corporate history, structure, operations, financial position and creditors;
 - (ii) the Company's cash flow forecast for the 9-week period from March 4, 2013 to May 3, 2013;
 - (iii) the proposed court-ordered charges, including a Directors & Officers charge and an Administrative charge;
 - (iv) the Company's proposed post-filing strategy, including the outline of a sale process to be undertaken by the Trustee in conjunction with the Company;
 - (v) the Company's proposed retention payments (the "**Retention Payments**"); and
 - (vi) the Company's request for an extension of the time required to file its proposal (the "**Extension**") to April 26, 2013.
 - b) Recommend that this Court issue an order:
 - (i) approving the terms of the Administrative charge, and proposed priority ranking of such charge;
 - (ii) approving the terms of the Directors' & Officers' charge, and proposed priority ranking of such charge;
 - (iii) approving the Company's post-filing strategy, and authorizing the Company and Trustee to implement same;

- (iv) approving the proposed Retention Payments;
- (v) approving the Company's request for an Extension to April 26, 2013.

III. QUALIFICATIONS

- 4. In preparing this First Report, the Trustee has relied upon unaudited financial information, the Company's books and records, financial information prepared by the Company and discussions with management and legal counsel to the Company. The Trustee has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information. Future-oriented financial information relied upon in this First Report is based on management's assumptions regarding future events.
- 5. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

IV. BACKGROUND

Corporate History and Structure

- 6. Starfield is a Canadian-based exploration and emerging early-stage development company exploring for copper, cobalt, nickel and platinum group elements ("PGE") in North America. The Company's shares are publicly traded on the Toronto Stock Exchange ("TSX") under the symbol "SRU" and in the U.S. on the Over-The-Counter Bulletin Board under the symbol "SRFDF".
- 7. Starfield was incorporated on April 22, 1994 under the Business Corporations Act (Alberta). The Company amended its articles on October 6, 1994 to change the Company's name to Starfield Communications Group Inc. The articles were amended again on December 18, 1997 to change its name to Starfield Resources Inc. On October 27, 2006, the Company filed articles of continuance in British Columbia. The Company is governed by the Business Corporations Act (British Columbia) and is a reporting issuer in the provinces of British Columbia, Alberta and Ontario, and in the North West Territories. Starfield's registered office is located at 625 Howe Street, Suite 420, Vancouver, British Columbia, and the Company's head office is located at 120 Adelaide Street West, Suite 900, Toronto, Ontario.
- 8. The Company currently holds a direct or indirect interest in the following mineral properties/projects (the "**Projects**"):
 - (i) a nickel-copper-cobalt-PGE project in Ferguson Lake, Nunavut (the "**Ferguson Lake Project**");

- (ii) a nickel-copper-cobalt-PGE project in Montana, USA (the “**Stillwater Project**”);
 - (iii) a copper-silver project in California, USA (the “**Superior Project**”); and
 - (iv) an early stage gold property which straddles the Nevada-California border (the “**Dome Hill Project**”).
9. Substantially all of the Ferguson Lake Project assets are held by Starfield directly. The Company acquired its interest in the above U.S. projects through its acquisition of all of the shares of Nevoro Inc. (“**Nevoro**”), a formerly TSX listed corporation incorporated under the laws of Canada, pursuant to a plan of arrangement in October 2009.
10. Starfield Resources Inc. is the parent company and the primary direct or indirect shareholder of the following entities:
- (i) Nevoro Inc. (Canada);
 - (ii) Sheffield Resources Ltd. (B.C.);
 - (iii) Aurora Platinum Exploration Inc. (B.C.);
 - (iv) Nevoro Copper Inc. (Nevada);
 - (v) Nevoro Montana Inc. (Montana); and
 - (vi) Nevoro Nevada Inc. (Nevada).

The Company’s corporate chart is attached hereto as **Appendix “B”**.

11. The Trustee understands that the Company has not initiated insolvency proceedings in the U.S. There is presently no intention to commence insolvency proceedings in respect of the Company’s Canadian or U.S. subsidiaries. The Company advises that substantially all administrative and Project-related costs are paid for by Starfield.

Company Operations

12. As referenced above, Starfield’s operations consist of three main projects:
- (i) the Ferguson Lake Project, located in the Kivalliq region of southern Nunavut, consists of 10 mineral leases covering 23,935 acres and 107 active claims totaling 220,273 acres. The Company incurred substantial exploration expenditures on the Ferguson Lake property in the last few years as it attempted to define this very large resource. On March 20, 2008, the Company announced positive economics from a preliminary economic assessment of the Ferguson Lake

Project. On February 21, 2012, the study was updated, and continued to show that the project was economically attractive. Per the preliminary economic assessment, the Ferguson Lake Project has indicated and inferred resource estimates of 672 million pounds of nickel, 1 billion pounds of copper and 57 million pounds of cobalt at grades of 0.66%, 1.00% and 0.06%, respectively.

- (ii) the Stillwater Project, comprised of approximately 5,700 acres, is located in south central Montana and consists of 34 patented lode claims, 234 unpatented lode mining claims, 7 unpatented placer claims, 2 mill site claims and 1 tunnel claim. Starfield's interests in the Stillwater Project are held through Nevoro Montana Inc.
 - (iii) the Superior Project, totaling approximately 3,160 acres, is located in northeastern California and consists of 36 patented lode mining claims and 122 unpatented lode mining claims. Starfield's interests in the Superior Project are held through Nevoro Copper Inc.
13. The Trustee understands Starfield no longer intends to pursue the Dome Hill project and in May 2011, the Company entered into a 3 year option agreement with a U.S. gold company to sell its interest the Dome Hill Project over a three year period for \$25,000. As at the date of this First Report, Starfield had received the first 2 payments of \$5,000 each pursuant to the option agreement with the final payment of \$15,000 due in June 2013. However, the Trustee understands that the U.S. gold company has the option to terminate this agreement at any time.
 14. As referenced above, Starfield operates from a 2,150 square foot leased office facility in Toronto, Ontario. The Company also owns a semi-permanent exploration camp on the western shore of Ferguson Lake, Nunavut, capable of accommodating a team of up to 65 persons. There is also a 830 metre gravel airstrip adjacent to the exploration camp, as well as several pieces of construction and exploration equipment located on the camp site.
 15. The Trustee understands that during 2012, Starfield had two full-time salaried employees. However, both individuals left the Company prior to January 1, 2013. In addition, the former CEO and CFO each left the Company on November 30, 2011 and March 23, 2012, respectively. As at the Filing Date, Starfield had four consultants under contract, including the present CEO and the CFO. All four consultants are being paid in the ordinary course.

Flow-Through Share Structure

16. As is common among exploration and early stage resource development companies, Starfield does not yet generate revenues from operations and relies on the equity markets to finance its activities. As the public company in the corporate group, financing activities have historically been undertaken by the Company, with the proceeds from such financings used to fund the activities of the Company and its subsidiaries. Since approximately January 2012, the equity markets have effectively been closed to exploration and early stage development companies.
17. The Company's three most recent equity financings have been through the issuance of flow-through common shares. As at the date of this First Report, Starfield had approximately 718 million issued and outstanding common shares, of which approximately 229 million are flow-through common shares.
18. A flow-through share is a Canadian tax-based financing incentive that is available to, among others, the mining sector for qualified projects located in Canada. It is a type of share issued by a corporation to an investor, pursuant to a subscription agreement with the corporation, under which the issuing corporation agrees to incur eligible Canadian exploration expenses (the "CEEs") in an amount up to the consideration paid by the investor for the shares in a particular year. The corporation renounces to the taxpayer an amount in respect of the expenditures so that the CEEs are considered to be the investor's expenses for tax purposes. As a result of the corporation renouncing the expenses, the investor can deduct the expenses for tax purposes as if incurred directly.
19. Subject to certain conditions, the CEEs qualify for the "look-back" rule, which allows a corporation to renounce the CEEs incurred within an entire calendar year ("Year 1") with the renunciation being effective for tax purposes in the preceding calendar year ("Year 0"), the year the investor purchased the flow-through shares. Where a corporation has not expended all or part of the amounts it has renounced by the end of Year 1, the corporation must notify the investor of the shortfall within two months after the end of Year 1. The investor is vulnerable to having the deductions taken in calculating their Year 0 taxes being partially denied, income taxes being reassessed and any amount owing becoming immediately due. In an effort to protect investors from such adverse consequences, subscription agreements typically contain an indemnity in favour of the investor from the issuing corporation. Furthermore, the corporation is also subject to penalties and interest from Canada Revenue Agency ("CRA") for the shortfall to compensate CRA for accelerating the investor's deduction by one year.

20. In 2010, Starfield raised gross proceeds of approximately \$4.9 million from investors through two private placements of flow-through common shares (the “**2010 Flow-Through Investors**”). All of the proceeds were raised for exploration purposes and, therefore, the CEEs were renounced to investors in 2010. In February 2012, Starfield notified the 2010 Flow-Through Investors that the Company’s expenditures in 2011 resulted in a shortfall of approximately \$969,000. As a result, the Company is subject to the provisions of the associated flow-through subscription agreement which the Company estimates has resulted in a contractual indemnity obligation to the 2010 Flow-Through Investors of approximately \$450,000. Starfield was also subject to penalties and interest from CRA of approximately \$60,000, although all these amounts were paid in 2012.
21. In May 2011, Starfield raised gross proceeds of approximately \$3.8 million from investors through the private placement of flow-through common shares (the “**2011 Flow-Through Investors**”). All of the proceeds were raised for exploration purposes and, therefore, the CEEs were renounced to investors in 2011. In December 2012, Starfield notified the 2011 Flow-Through Investors that the Company’s expenditures in 2012 resulted in a shortfall of approximately \$2.9 million. As a result, the Company is subject to the provisions of the associated flow-through subscription agreement which the Company estimates has resulted in a contractual indemnity obligation to the 2011 Flow-Through Investors of approximately \$1.4 million. In addition, the Company is subject to penalties and interest from CRA of approximately \$320,000.
22. In summary, the Trustee understands that the Company has potential liabilities relating to Starfield’s failure to incur adequate CEEs in connection with the issuance of its flow-through shares of approximately \$320,000 to CRA, \$450,000 to the 2010 Flow-Through Investors, and \$1.4 million to the 2011 Flow-Through Investors, as at the date of this First Report.

Historical Financial Results

23. The Company’s most recent year-to-date (“**YTD**”) summarized financial statements are presented as at November 30, 2012. Set out below is a summary of the Company’s financial results for: (i) the fiscal period ending 2010; (ii) the fiscal period ending 2011; (iii) the fiscal period ending 2012; and (iv) YTD November 30, 2012 (unaudited).

Starfield Resources Inc.
Consolidated statement of income ⁽¹⁾
(in \$000s CAD)

| | Nine months ended November 30, 2012 | Year ended February 29, 2012 | Year ended February 28, 2011 | Year ended February 28, 2010 |
|----------------------------------|--|---------------------------------|---------------------------------|---------------------------------|
| Expenses | \$ 1,932 | \$ 6,644 | \$ 5,956 | \$ 2,075 |
| Write-down of mineral properties | - | 1,000 | - | - |
| Amortization of equipment | 30 | 57 | 79 | 110 |
| Foreign exchange loss | - | - | 27 | - |
| Other expenses (income) | (5) | 774 | 430 | 484 |
| Loss before income taxes | \$ 1,957 | \$ 8,475 | \$ 6,492 | \$ 2,669 |
| Income tax expense | - | 129 | 30 | 1,221 |
| Net loss | <u>\$ 1,957</u> | <u>\$ 8,604</u> | <u>\$ 6,522</u> | <u>\$ 3,890</u> |

(1) Fiscal 2010 is based on Canadian GAAP. Subsequent years were prepared in accordance with IFRS.

24. As none of Starfield's mineral properties are in production, the Company currently has no source of revenue. As detailed in the tables above, the Company had incurred significant recurring net losses over the past three fiscal years. Furthermore, the Company's net loss has increased each year since fiscal 2010. The Trustee understands that the majority of Starfield's expenses are related to exploration, maintenance and environmental remediation costs for the Ferguson Lake Project, claim maintenance fees related to the Projects, and limited exploration expenses related to the Stillwater Project.

25. Below is a summary of the Company's unaudited balance sheet as at November 30, 2012:

| | | | |
|--|------------------|---|------------------|
| Starfield Resources Inc. | | | |
| Consolidated balance sheet as at November 30, 2012 | | | |
| (in \$000s CAD) | | | |
| ASSETS | | LIABILITIES AND SHAREHOLDER'S EQUITY | |
| Current Assets | | Current Liabilities | |
| Cash | \$ 876 | Accounts payable and accrued liabilities | \$ 748 |
| Accounts receivable | 26 | Income tax payable | 29 |
| Prepaid expenses and deposits | 420 | Total Current Liabilities | <u>\$ 777</u> |
| Total Current Assets | <u>\$ 1,322</u> | | |
| Mineral properties | \$ 13,893 | Shareholders' Equity | |
| Equipment | 186 | Share capital | 155,155 |
| | | Contributed surplus | 15,196 |
| | | Warrants | 2,772 |
| Total Assets | <u>\$ 15,401</u> | Retained earnings (deficit) | (158,499) |
| | | Total Shareholders' Equity | <u>\$ 14,624</u> |
| | | Total Liabilities and Shareholders' Equity | <u>\$ 15,401</u> |

26. The November 30, 2012 balance sheet reflects that the Company has an accumulated retained earnings deficit of approximately \$158 million. The notes accompanying the Company's

November 30, 2012 financial statements state that the Company's operating budget indicates that the cash on hand at November 30, 2012 will be depleted by April 2013 if the Company continues as a going concern and does not obtain additional cash through financing and/or investing activities. Furthermore, the November 30, 2012 balance sheet does not reflect the Company's obligations in connection with the May 2011 flow-through share issuance, as detailed above.

27. As a result of the sustained losses and challenging financial markets, Starfield has exhausted its liquidity and has no ability to raise additional equity, which historically has been the primary source of capital for the Company, and as such, has elected to file a NOI and restructure the Company.

Creditors

28. A copy of the creditor list included in the NOI filing is attached as **Appendix "C"**.
29. The Trustee understands that the Company does not have any secured creditors. The Company advises that all employee related amounts are current, all required remittances of employee withholdings and HST have been made when due, and the Company has no pension obligations whatsoever.
30. The Company estimates that it had total unsecured payables and accrued liabilities of approximately \$2.3 million as at March 6, 2013 (inclusive of the contractual indemnity claims of the 2010 Flow-Through Investors and the 2011 Flow-Through Investors). The following table summarizes the amounts owing to unsecured creditors:

| Starfield Resources Inc. | |
|---|------------|
| Estimated unsecured creditors as at March 6, 2013 | |
| (\$000) | |
| Trade payables | \$ 144 |
| Accrued liabilities | 1,857 |
| Taxes payable | <u>320</u> |
| | \$ 2,321 |

31. In addition, the Company is a defendant in three litigation matters, as follows:

- (i) a claim by Discovery 2010 Flow-Through Limited Partnership seeking damages in the amount of \$114,569.00 plus interest and costs relating to the contractual indemnity contemplated in its 2010 Flow-Through Investors subscription agreement;

- (ii) a claim by Nicholson & Associates Natural Resource Development Inc. for alleged non-payment of invoices in the amount of \$146,123.83 plus interest and costs; and
- (iii) a confidential private arbitration relating to a historic joint venture.

Each of these litigation matters is ongoing and is subject to defences and counterclaims asserted, or to be asserted by Starfield. The parties to these matters have been served with the materials in support of the Company's application.

V. COMPANY'S CASH FLOWS FOR PERIOD ENDING MAY 3, 2013

32. Starfield, with the assistance of the Trustee, has prepared consolidated cash flow projections of its receipts and disbursements for the 9-week period ending May 3, 2013 (the "**Cash Flow Projection**"). The Cash Flow Projection was filed with the Office of the Superintendent of Bankruptcy Canada on March 8, 2013. A copy of the Cash Flow Projection is attached hereto as **Appendix "D"**. The Trustee has reviewed the assumptions supporting the Cash Flow Projection and believes the assumptions to be reasonable. A copy of the Trustee's statement on the Cash Flow Projection is attached hereto as **Appendix "E"**.
33. As a result of its constrained liquidity position, the Company has suspended its exploration and development activities at the Projects. The Cash Flow Forecast assumes that the Company will continue to fund normal course obligations relating to the preservation and maintenance of the Projects in Canada and the U.S., such as claim maintenance fees and other required maintenance costs, during these BIA proceedings. The Trustee understands these costs were traditionally paid by Starfield through its Canadian accounts, and payment of these expenses going forward are necessary to preserve Starfield's interests in these properties during the proposed sales process.
34. As a result, based on the assumptions made by Starfield contained in the notes to the Cash Flow Projection, the Trustee believes that Starfield will have sufficient funds to meet its current obligations through to May 3, 2013.

VI. PROPOSED SALES PROCESS

35. The Trustee understands that in June 2011, Starfield retained the services of Gryphon Partners Canada Inc. to assist the Company with raising additional capital, finding an investor to acquire control of the Company's outstanding shares, or a sale of all or substantially all of

the Company's assets. The Trustee understands that the Company did not receive any serious expressions of interest through that process.

36. In November 2012, the Company retained PwC to assist and advise the Company on strategic alternatives to maximize value of the Company and its assets, including but not limited to a sale of all or a material portion of the assets of Starfield. PwC, with the assistance of Starfield's management, undertook a sale and investment solicitation process ("**SISP**") in which it prepared an information memorandum detailing the sale or investment opportunity and canvassed over 125 potential buyers or investors beginning on November 20, 2012. Each prospect received a copy of the information memorandum and was solicited to sign a Confidentiality Agreement ("**CA**") and conduct further due diligence. A total of four confidentiality agreements were executed and two non-binding letters of interest ("**LOIs**") were received as at February 22, 2013. Neither of these LOIs has resulted in a binding offer as at the date of this First Report.
37. The Trustee believes that a brief continuation of the sale or investment solicitation process in these BIA proceedings will bring a sense of finality to the SISP and provide the highest likelihood of a transaction or series of transactions to maximize value for the Company's stakeholders. The Trustee proposes to aggressively re-market the Company's assets to third parties for an additional period of approximately 37 days as follows: 30 days for submission of a non-binding LOI and an additional 7 days for submission of a binding offer.
38. The proposed sales process (the "**Sales Process**") would provide a further means for testing the market, gauging interest in the Company and/or its assets and determining whether a transaction that would result in realizations greater than liquidation value is available. The Trustee will be fully involved in all aspects of the proposed Sales Process to ensure that the marketing process is fair and reasonable, and that prospective interested parties have the ability to make an offer for the Company and/or its assets. The proposed Sales Process contemplates that the Company is not required to accept the highest, best or any offer received.
39. The principal elements of the proposed Sales Process are as follows:
 - (i) As soon as practical, after the Sales Process is approved by this Court, an information memorandum will be sent to a list of potentially interested parties by the Trustee, which list has been developed by the Trustee and the Company.
 - (ii) Once a confidentiality agreement has been signed by any interested parties, they will receive access to an electronic data room to conduct preliminary due

diligence. The electronic data room is being refreshed by the Company with assistance of the Trustee.

- (iii) After preliminary due diligence has been conducted, interested parties are required to submit non-binding LOIs to the Trustee by 12pm EST on April 12, 2013 (the "**LOI Deadline**"). A template agreement for a non-binding LOI will be available in the Company's electronic data room at least two weeks prior to the LOI Deadline.
- (iv) The acceptability of any LOI received is to be determined by the Company, in consultation with the Trustee.
- (v) If no satisfactory LOIs are received by the LOI Deadline, then the Company, in consultation with the Trustee, will consider whether to continue the Sales Process, and the Trustee will advise the Court accordingly.
- (vi) If satisfactory LOIs are received, a potential purchaser will be required to submit a binding asset purchase agreement ("**APA**") by 12PM EST on April 19, 2013. These APAs will then be reviewed by the Trustee and the Company.
- (vii) Management and the Trustee will provide their recommendation to Starfield's board of directors with respect to selecting offers to consummate a transaction, and the Trustee shall promptly notify all successful bidders.
- (viii) Once the terms and conditions of all recommended offers have been finalized, such offers will be submitted to this Court for approval. Closing of each transaction is anticipated to occur shortly thereafter.

40. The Trustee notes that while the proposed time-frame is condensed, the Trustee is of the view that the deadlines proposed in the Sales Process are reasonable given the Company's previous marketing efforts and its lack of liquidity.

41. The Trustee will report back to this Court if facts or circumstances require the Company or the Trustee to re-evaluate the time periods or the Sales Process based on facts or circumstances at that time. The Trustee will be assisted by PricewaterhouseCoopers Corporate Finance Group in the Sales Process.

VII. SUMMARY OF PROPOSED COURT-ORDERED CHARGES

42. The Company proposes a charge in favour of its legal counsel, counsel to the directors of Starfield, the Trustee and the Trustee's legal counsel to assist in these NOI proceedings (the

"Insolvency Professionals") in an amount not to exceed \$100,000, charging all of the assets of the Company as security for the professional fees and disbursements incurred both before and after the Filing Date (the **"Administrative Charge"**). The Trustee understands that the Company is current in the payment of the Insolvency Professionals' invoices and, subject to an accrual relating to the preparation of the Company's application and this First Report, there are no material amounts presently owing by the Company to the Insolvency Professionals.

43. Starfield was only able to provide the Insolvency Professionals with minimal retainer fees for their services as the Company needs its available cash to fund its limited operations during these proceedings. Depending upon the timing of cash receipts and disbursements, cash may not be available to pay ongoing professional fees on a timely basis and hence the reason the Administrative Charge is being sought.
44. The Company believes it is critical to the success of its restructuring to have such a charge in place to ensure that its Insolvency Professionals are protected with respect to their fees and disbursements.
45. The Company further proposes a charge to indemnify its directors and officers by way of a Directors' and Officers' Charge (the **"D&O Charge"**), for liabilities incurred by the Company that result in post-filing claims against the directors and officers in their personal capacities.
46. The Company does maintain an insurance policy for its directors and officers and that the premiums for such policy have been paid monthly and paid in respect of the current month.
47. The amount of the D&O Charge is capped at \$100,000 and was estimated by the Company's board of directors and its legal advisors by taking the provisions of the insurance policy for its directors and officers. The D&O Charge is proposed to rank immediately subsequent to the Administrative Charge as against all assets of the Company.
48. The board of directors and its legal counsel is not aware of any material directors' and officers' charges or potential liabilities; however, for the purpose of a filing, they believe the \$100,000 affords them some protection for issues that may arise. The Company's directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified.
49. Furthermore, the Trustee has been advised that due to the potential for personal liability, the directors and officers of the Company are unwilling to continue their services and involvement in this restructuring without the protection of a small D&O Charge. As the

Company will require the participation of its directors and officers to effect a successful restructuring, the Trustee believes that the D&O Charge is required and reasonable in the circumstances.

50. The Trustee is of the view that the proposed Administrative Charge and the proposed D&O Charge (together the **"Court-Ordered Charges"**) and rankings are required and reasonable in the circumstances of the BIA proceedings, in order to preserve the Company's operations and attempt to maintain an enterprise value and, accordingly, supports the granting and the proposed priority ranking of the Court-Ordered Charges. The Trustee understands that the Company does not have any secured creditors (excluding any purchase money security interests, specific equipment lessors and statutory encumbrances) and, therefore, no secured creditor would be affected by the proposed Court-Ordered Charges. Furthermore, all known creditors of the Company, including the 2010 Flow-Through Investors and the 2011 Flow-Through Investors, have received notice of these proceedings.

VIII. PROPOSED RETENTION PAYMENTS

51. The Company believes that incentives are required to ensure that the consultants Starfield currently has under contract, including the current CEO and the current CFO, are willing to continue their services with the Company in its current circumstances through to completion of the Sales Process.
52. The Company, in conjunction with the Trustee, has formulated and is seeking this Court's approval of the Retention Payments to the Company's four remaining consultants (the **"Key Employees"**) in the aggregate amount of \$25,000 per month (the **"Aggregate Monthly Amount"**) payable on the 15th of each month in respect of the current month, commencing March 15, 2013, on following terms:
- (i) the Aggregate Monthly Amount is to be distributed among the Key Employees in accordance with a memorandum of distribution to be approved by the board of directors of the Company, the Trustee and the Key Employees on or before the March 15, 2013;
 - (ii) to be entitled to receive his or her share of each Aggregate Monthly Amount a Key Employee must not have resigned or had his contract terminated for cause prior to the applicable payment date; and
 - (iii) Each Retention Payment is subject to the Company having sufficient available cash to pay the Aggregate Monthly Amount, and the Retention Payments shall

cease upon the Company making or being deemed to have made an assignment in bankruptcy.

53. The Company believes that absent the approval of the Retention Payments in favour of the Key Employees, they are likely to seek other employment opportunities. The departure of any of the Key Employees would undermine Starfield's restructuring efforts and could have an adverse impact on the success of the Company's proposed Sales Process.
54. Starfield's Board of Directors have reviewed and approved the proposed Retention Payments and the terms and conditions thereof.
55. Based on the foregoing, the Trustee is of the view that the proposed Retention Payments appears to be appropriate and reasonable in the circumstances, in order to preserve the Company's operations and maintain some enterprise value and, accordingly, supports the Company's request for approval of the Retention Payments.

IX. COMPANY'S REQUEST FOR AN EXTENSION

56. The Company is seeking an extension to April 26, 2013 of the time to file a proposal to permit it and the Trustee to undertake the Sale Process described above. This represents a 20-day extension to the initial 30-day stay provided for in the BIA.
57. The Trustee supports the Company's request for an extension for the following reasons:
 - (i) the Company is acting in good faith and with due diligence in taking steps to facilitate a sale of its operations;
 - (ii) it is the Trustee's view that an extension will not prejudice or adversely affect any group of creditors;
 - (iii) the Cash Flow Projection indicates that Starfield should have sufficient liquidity to continue to fund operations through the period ending April 26, 2013; and
 - (iv) at least 30 days will be required to establish whether there is any serious interest in acquiring the Company and/or its assets.
58. While it is too early to say whether a viable proposal will be presented by the Company to its creditors, the Trustee is of the view that the early request of the extension is appropriate given the circumstances, as it minimizes costs incurred in re-attending before this Court prior to April 7, 2013 solely for the purposes of seeking a short extension of the stay until the LOIs have been received and reviewed. Given that these LOIs are not due until April 12, 2012 (and the extension will have to be sought prior to that date), the current extension request more

properly reflects the timeframe by which the Trustee will be able to provide a meaningful update to this Court on the progress of the Sales Process.

X. RECOMMENDATION

59. The Trustee recommends that this Court issue an Order approving the proposed Court-Ordered Charges, the proposed Sales Process to sell the Company or its assets, the proposed Retention Payments, and the Company's request for an Extension as this would be the best course of action available for all stakeholders for the following reasons:

- (i) the Company qualifies for and requires protection under the BIA due to its liquidity issues and precarious financial position;
- (ii) the proposed Court-Ordered Charges and rankings are required and reasonable in the circumstances of the BIA proceedings, in order to preserve the Company's operations and maintain an enterprise value;
- (iii) the retention of the Key Employees is critical to maintaining operations during these proceedings and the success of the proposed Sales Process; and
- (iv) the proposed Sales Process will preserve some value for the assets of Starfield, whereas, should bankruptcy ensue, an immediate liquidation of the Company would likely result in an immediate and substantial diminution in realizable value for all creditors.

Dated the 8th day of March, 2013.

RESPECTFULLY SUBMITTED,



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

PricewaterhouseCoopers Inc.
In its capacity as Proposal Trustee of
Starfield Resources Inc.
and not in its personal capacity

TAB 3A

APPENDIX A



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
 Division No. 09 - Toronto
 Court No. 31-1722720
 Estate No. 31-1722720

In the Matter of the Notice of Intention to make a
 proposal of:

Starfield Resources Inc.
 Insolvent Person

PRICEWATERHOUSECOOPERS INC.
 Trustee

Date of the Notice of Intention: March 07, 2013

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: March 08, 2013, 08:36

E-File/Dépôt Electronique

Official Receiver

25 St. Clair Avenue East, 6th floor, Toronto, Ontario, Canada, M4T1M2, (877)376-9902

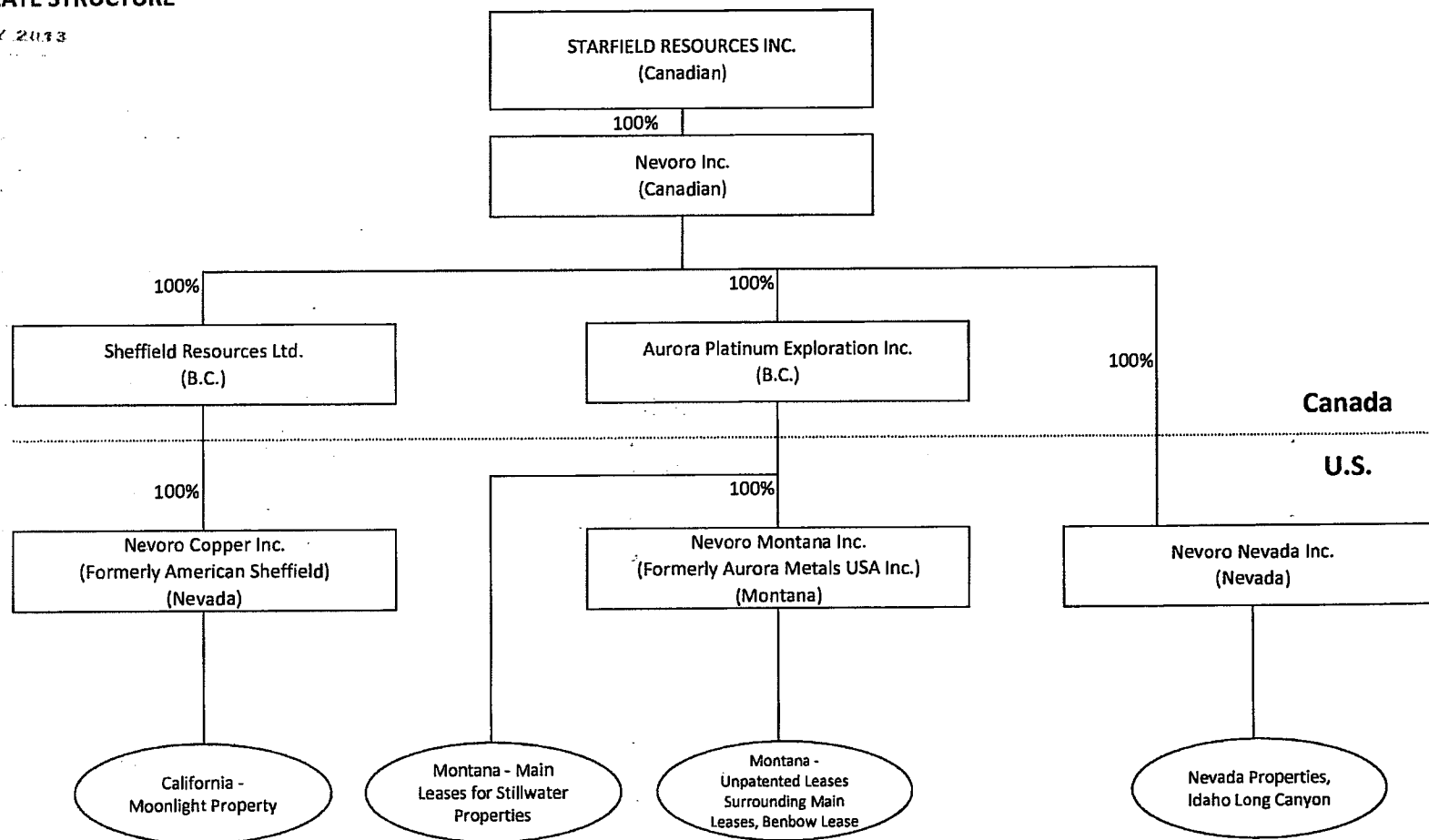
Canada

TAB 3B

APPENDIX B

**STARFIELD RESOURCES INC.
CORPORATE STRUCTURE**

JANUARY 2013



20090618 Corporate Structure

TAB 3C

APPENDIX C

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
Starfield Resources Inc.
Creditor List

39

Unsecured - Trade:

| NAME: | AMOUNT: |
|-----------------------------------|----------------------|
| Canada Revenue Agency | \$ 320,375.73 |
| John E. Robins | 12,500.00 |
| KPMG LLP | 73,541.53 |
| Lawrence Barry | 12,500.00 |
| Major Drilling International Inc. | 6,053.10 |
| Matthew Mason | 25,000.00 |
| TSX Inc. | 14,449.90 |
| TOTAL: | \$ 464,420.26 |

Unsecured - Equity Claimants:

| NAME: | AMOUNT: |
|--|---------|
| Alan Grantham | Unknown |
| Canada Dominion Resources 2010 Limited Partnership | Unknown |
| CMP 2010 Resource Limited Partnership | Unknown |
| Cornelis Gysbers | Unknown |
| Daymond Loeb | Unknown |
| Discovery 2010 Flow-Through Limited Partnership | Unknown |
| Dwayne Swan | Unknown |
| Edward Kirk | Unknown |
| Greg Van Stavern | Unknown |
| Howard Winick | Unknown |
| Howard Winick | Unknown |
| James W. Gogan | Unknown |
| Joel Maser | Unknown |
| John R. Craig | Unknown |
| Justin Cohen | Unknown |
| Kabeer Baig | Unknown |
| Kodjo M. Zankpe | Unknown |
| Maple Leaf Short Duration 2010 FT LP | Unknown |
| Maple Leaf Short Duration 2011 Flow Through LP | Unknown |
| Mark Faircloth | Unknown |
| Matrix Explore 2011 - I FT LP | Unknown |
| Michael Botetzayas | Unknown |
| Michael Hartnett | Unknown |
| Mineral Fields 2011 - II Super Flow Through LP | Unknown |
| Mineral Fields 2011 IV Super Flow Through LP | Unknown |
| Mineral Fields 2011 V Super Flow Through LP | Unknown |
| Pathway Mining 2010 Flow-Through LP | Unknown |
| Pathway Mining 2011 Super Flow Through LP | Unknown |
| Pathway Quebec Mining 2010 Flow-Through LP | Unknown |
| Paul Freedman | Unknown |

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF
Starfield Resources Inc.
Creditor List

| | |
|--------------------------------|-----------------------------|
| Philip S. Martin | Unknown |
| R.A. Bondy | Unknown |
| Richard Roussel | Unknown |
| Rimmer Mining Company Ltd. | Unknown |
| Ron Kimel | Unknown |
| Shand Holdings Ltd. | Unknown |
| Sheldon Inwetash | Unknown |
| Stone 2010 Flow Through L.P. | Unknown |
| Stone 2010 WCP Flow Through LP | Unknown |
| William & Dunya Botetzayas | Unknown |
| TOTAL | Unknown |
| GRAND TOTAL | <u>\$ 464,420.26</u> |

TAB 3D

APPENDIX D

Starfield Resources Inc.
Projected Statement of Cash Flow
For the period ending May 3, 2013

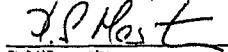
| Week Ending (in CAD\$000s) | Notes | 9-Mar | 16-Mar | 22-Mar | 29-Mar | 5-Apr | 12-Apr | 19-Apr | 26-Apr | 3-May | Total |
|---|-------|-------|--------|--------|--------|-------|--------|--------|--------|-------|-------|
| Cash balance - Opening | | 524.0 | 330.3 | 240.5 | 232.5 | 188.8 | 113.1 | 90.1 | 93.2 | 99.6 | 524.0 |
| Receipts | | | | | | | | | | | |
| Proceeds from U.S. bank accounts | 1 | - | - | - | - | - | - | 97.0 | - | - | 97.0 |
| Total Receipts | | - | - | - | - | - | - | 97.0 | - | - | 97.0 |
| Disbursements | | | | | | | | | | | |
| Maintenance Costs - U.S. mineral properties | 2 | 4.6 | - | - | 37.1 | 4.6 | - | 0.9 | - | 4.6 | 51.8 |
| Maintenance Costs - Ferguson Lake | 3 | - | - | - | 0.6 | - | - | - | 0.8 | - | 1.2 |
| Compensation | 4 | 36.7 | 25.0 | - | - | 42.7 | - | 26.0 | - | 36.7 | 166.1 |
| Rent & Utilities | 5 | 12.9 | - | - | - | 12.9 | - | - | - | 12.9 | 38.7 |
| Insurance | 6 | 4.7 | 18.8 | - | - | - | - | - | - | - | 23.5 |
| SG&A | 7 | 4.8 | 5.0 | 3.0 | 3.0 | 8.5 | 3.0 | 3.0 | 3.0 | 7.0 | 41.3 |
| Professional Fees | 8 | 130.6 | 40.0 | 5.0 | 5.0 | 5.0 | 20.0 | 25.0 | 20.0 | 5.0 | 255.0 |
| Total Disbursements | | 193.7 | 88.8 | 8.0 | 45.7 | 73.7 | 23.8 | 53.9 | 23.8 | 60.2 | 577.1 |
| Cash balance - Closing | | 330.3 | 240.5 | 232.5 | 188.8 | 113.1 | 90.1 | 83.2 | 69.4 | 3.4 | 3.4 |

Notes:

- 1 Represents bank account balances in 100% owned Starfield subsidiaries located in the U.S. in the form of certificates of deposit and cash. Starfield is currently in the process of transferring these funds to its Canadian accounts, although the exact amount and timing is an estimate and subject to change.
- 2 Ongoing normal course expenses for Starfield's U.S. mining properties relating to claims maintenance, property leases, utilities, etc.
- 3 Ongoing normal course expenses for the Ferguson Lake property.
- 4 Represents compensation costs for all four consultants currently under contract, including the CED and CFO. This forecast also assumes full payment of the proposed retention payments to each eligible consultant, subject to Court approval.
- 5 Represents rent and utilities costs for head office facility.
- 6 Represents premiums for existing D&O policy. This forecast assumes a lump sum prepayment in the week ending March 15, 2013 for all premiums owing to July 26, 2013.
- 7 Represents general office and administrative costs.
- 8 Professional fees for Starfield's legal counsel, legal counsel to the board of directors, the proposal trustee and its legal counsel, and costs related to the proposed sales process. This forecast includes retainers paid to Starfield's advisors and assumes these amounts are fully drawn by the end of the forecast period.

This cash flow statement is prepared pursuant to the requirements of paragraphs 50(9)(b) and 50.42(b) of the Bankruptcy and Insolvency Act and solely for that purpose.

Dated at Toronto, Ontario, this 8 day of March 2013.


Starfield Resources Inc.
P.S. MARTIN
Name of Signing Officer


President & CEO
Title of Signing Officer

This cash flow statement of Starfield Resources Inc. is prepared in accordance with paragraph 80.4(3) of the Bankruptcy and Insolvency Act and should be read in conjunction with the attached Notes to the Statement of Projected Cash Flow and the Trustee's Report of the Cash-Flow Statement dated the 8 day of March 2013.

PricewaterhouseCoopers Inc., Trustee

Per


Paul van Eyk, Senior Vice President

TAB 3E

APPENDIX E

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1722720
Estate No. 31-1722720

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-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the matter of the notice of intention to file a proposal of
Starfield Resources Inc.
of the City of Toronto, in the Province of Ontario

The attached statement of projected cash flow of Starfield Resources Inc., as of the 8th day of March, 2013, consisting of a weekly statement of projected cash flow for the period from March 4, 2013 to May 3, 2013, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

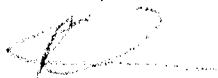
Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 8th day of March 2013.

PricewaterhouseCoopers Inc. - Trustee

Per:



Paul van Eyk
18 York Street, Suite 2600
Toronto ON M5J 0B2
Phone: (416) 863-1133 Fax: (416) 814-3219

Court File No. CV13-10034-00CL

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]**

Proceedings commenced in Toronto

APPLICATION RECORD

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Toronto, ON M5H 2T6

Stuart Brotman (LSUC#: 43430D)
R. Graham Phoenix (LSUC #52650N)
Tel: 416 366 8381
Fax: 416 364 7813

Solicitors for the Applicant, Starfield Resources Inc.