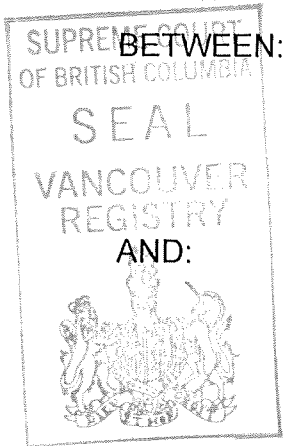


No. S-234515
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA



BETWEEN:

WEAVER CAPITAL CORP.

PETITIONER

EAGLE GRAPHITE CORPORATION

RESPONDENT

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
)
JUSTICE WHATELY) March 28, 2024

THE APPLICATION of FTI Consulting Canada Inc., in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of Eagle Graphite Corporation ("Eagle") coming on for hearing at Vancouver, British Columbia, on the 28th day of March, 2024; AND ON HEARING Samantha Arbor, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the Third Report of the Receiver dated March 5, 2024 (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.
2. The sale transaction (the "Transaction") contemplated by the Agreement of Purchase and Sale dated March 4, 2024 (the "Sale Agreement") between the Receiver and Weaver Capital Corp. (the "Purchaser"), a copy of which is attached as Appendix "A" to the Report is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as

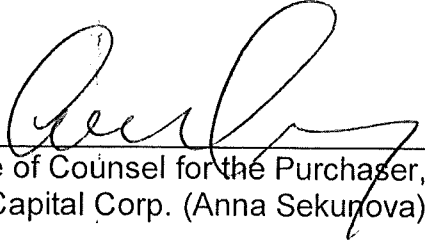
may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").

3. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "B" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "C" hereto shall vest absolutely in the Purchaser in fee simple, if applicable, and in all cases free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated July 20, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; (iii) those Claims listed on Schedule "D" hereto; (iv) those encumbrances registered with the Mineral Titles Branch on title to the Mineral Claims (as defined below); and (v) any other registered or unregistered instruments, documents or agreements that encumber the Purchased Assets or create a stream or royalty interest in any of the Purchased Assets (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Nelson or the Mineral Titles Branch, as applicable, a certified copy of this Order, together with a letter from Receiver's counsel, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles, the Mineral Titles Branch and any other public registry in which an interest in the Purchased Assets may be registered (collectively, the "**Registries**") is hereby directed to:
 - (a) enter the Purchaser as the owner (in place of Eagle Graphite Corporation) of the mineral claims and mining leases identified in Schedule "F" hereto (the "**Mineral Claims**") and this Court declares that it has been proved to the satisfaction of the Court on investigation that title of the Purchaser in and to the Mineral Claims is good, safe holding and marketable title and directs the Registries to register indefeasible title in favour of the Purchaser as set out above;


- (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Mineral Claims all of the registered and unregistered Encumbrances except for those listed in Schedule "E"; and
 - (c) register this Order as an encumbrance on title to the Mineral Claims with the Mineral Title Branch to provide notice that the discharge, release, deletion and expunging from title to the Mineral Claims of the Encumbrances.
- 5. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "E".
- 6. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court provided that the Closing Date occurs within five (5) business days of the date of this Order or as otherwise agreed to by the parties.
- 7. Notwithstanding:
 - (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of Eagle now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of Eagle,the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
- 8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

9. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
10. Endorsement of this Order by counsel or any unrepresented party appearing on this application, other than counsel to the Petitioner, the Receiver and the Purchaser is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Counsel for the Purchaser,
Weaver Capital Corp. (Anna Sekurova)



Signature of Counsel for the Receiver,
DLA Piper (Canada) LLP (Samantha Arbor)

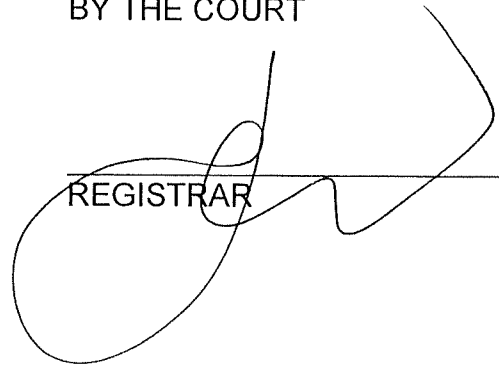
Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

DATED: MAR 28 2024


Authorized Signing Officer

Alora Bond

BY THE COURT


REGISTRAR

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CHECKED
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Schedule A – List of Counsel

Name of Counsel	Party Representing
Anna Sekunova	The Petitioner

Schedule B – Form of Receiver’s Certificate

No. S-234515
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IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

WEAVER CAPITAL CORP.

PETITIONER

AND:

EAGLE GRAPHITE CORPORATION

RESPONDENT

RECEIVER’S CERTIFICATE

- A. Pursuant to an Order of the Honourable Justice Fitzpatrick of the Supreme Court of British Columbia (the “**Court**”) dated July 20, 2023, FTI Consulting Canada Inc. was appointed as the receiver of all of the undertakings and property of Eagle Graphite Corporation (“**Eagle**”).
- B. Pursuant to an order of the Court dated _____, 2024, the Court approved the agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and Weaver Capital Corp. (the “**Purchaser**”) dated March 4, 2024, and provided for the vesting in the Purchaser of Eagle’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon delivery by the Receiver to the Purchaser of a certificate confirming (i) payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER HEREBY CERTIFIES the following:

1. All conditions to Closing have been satisfied or waived.

2. The Transaction has been completed to the satisfaction of the Receiver.

DATED at the City of Vancouver, in the Province of British Columbia, this __ day
of _____, 2024.

FTI Consulting Canada Inc., in its capacity as
Receiver of Eagle Graphite Corporation

Per:

Schedule C – Purchased Assets

1. All of the right, title and interest of Eagle Graphite Corporation, in and to the tangible and intangible properties, assets, interests, rights and claims related to the Property (as defined in the Sale Agreement) and/or the Business (as defined in the Sale Agreement), wherever located including British Columbia, as of the Closing Date including, without limiting the generality of the foregoing, the following:
 - a. All of the right, title and interest of Eagle Graphite Corporation in:
 - i. a graphite mine located in the Slocan Valley area of British Columbia, approximately 35 kilometres west of the city of Nelson and 35 kilometres north of the city of Castlegar, with an open-pit quarry allowing access to graphite deposits;
 - ii. a processing facility and related equipment;
 - iii. two mining or mineral leases registered in the name of the Debtor under title numbers 390937 and 392322;
 - iv. two mineral claims under title numbers 318625 and 318627; and
 - v. the following assets, if any:
 1. all inventory;
 2. all chattels, fixtures and equipment;
 3. all intellectual property;
 4. all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and agents or with third parties;
 5. the Assigned Contracts, if any, and the Permitted Encumbrances; and
 6. all other personal property not contemplated by the foregoing, but excluding the Excluded Assets.

Schedule D - Claims to be Deleted from the Purchased Assets

None

Schedule E - Permitted Encumbrances

1. Any rights reserved to or vested in any Governmental Authorities by any statutory provision or authority with respect to the Property;
2. Any rights of expropriation, access or use or any other rights conferred or reserved by or in any statute of Canada, or the Province of British Columbia regarding the Property including the Quarry and/or Plant and Equipment;
3. Any unregistered interest in the Property (including, without limitation, leases, claims and other encumbrances) of which the Purchaser has actual notice;
4. Any unregistered easements regarding the provision of utilities to the Quarry and/or Plant and Equipment; and
5. Any reservations, limitations, provisions, conditions or exceptions, including royalties, charges or user fees, related to the Mineral Leases and/or Mineral Claims.

Schedule F – Mineral Claims and Mining Leases

1. Mineral claims under title numbers: 318625 and 318627; and
2. Mineral Leases under title numbers: 390937 and 392322.