



**Exhibit "A"**

## PLAN OF ARRANGEMENT

### PLAN OF ARRANGEMENT UNDER SECTION 182 OF *THE BUSINESS CORPORATIONS ACT* (ONTARIO)

#### ARTICLE 1 INTERPRETATION

1.1 In this Plan of Arrangement, the following terms have the following meanings:

"**AcquisitionCo**" means 1833668 Ontario Inc., a wholly-owned subsidiary of Onsino incorporated under the laws of the Province of Ontario;

"**AcquisitionCo Shares**" means common shares of AcquisitionCo;

"**Amalco**" means the corporation resulting from the amalgamation of Quia and AcquisitionCo pursuant to the Arrangement;

"**Amalco Shares**" means common shares of Amalco;

"**Amalgamating Corporations**" means AcquisitionCo and Quia and "**Amalgamating Corporation**" means either one of them;

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations as contemplated by this Plan of Arrangement;

"**Arrangement**" means the arrangement pursuant to section 182 of Part XIV of the OBCA on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended;

"**Arrangement Agreement**" means the arrangement agreement dated November 4, 2010 among Onsino, AcquisitionCo and Quia with respect to the Arrangement, and all amendments thereto and restatements thereof;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under subsection 183(1) of the OBCA to be sent to the Director after the Final Order has been granted, giving effect to the Arrangement;

"**Business Day**" means a day other than a Saturday, Sunday or other day when banks in the City of Toronto, Ontario are not generally open for business;

"**Certificate**" means the certificate or other confirmation of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA giving effect to the Arrangement;

"**Consolidation**" means a consolidation of Onsino Shares on the basis of 1.5 Onsino Shares being consolidated into one (1) Post-Consolidation Onsino Share;

"**Court**" means the Ontario Superior Court of Justice (Commercial List);

"**Director**" means the Director appointed under the OBCA;

"**Dissent Procedures**" has the meaning set out in Section 4.1;

"**Dissent Rights**" means the rights of a registered Quia Shareholder to dissent to the resolution approving the Arrangement in accordance with section 185 of the OBCA, as modified by the Interim Order, as described in Article 4 hereof;

"**Dissenting Shareholders**" means registered Quia Shareholders that validly exercise Dissent Rights and whose Dissent Rights remain valid immediately before the Effective Time, and "**Dissenting Shareholder**" means any one of them;

"**Effective Date**" means the date shown on the Certificate giving effect to the Arrangement;

"**Effective Time**" means the time at which Articles of Arrangement are filed with the Director on the Effective Date, the Director endorses the Certificate and the Arrangement becomes effective;

"**Exchange**" means the TSX Venture Exchange;

"**Final Order**" means the final order of the Court approving the Arrangement;

"**Information Circular**" means the management information circular and proxy statement of Quia, together with all appendices thereto to be mailed or otherwise distributed by Quia to the Quia Shareholders and such other securityholders of Quia as may be required pursuant to the Interim Order in connection with the Quia Meeting, together with any amendments thereto or supplements thereof;

"**Interim Order**" means the interim order of the Court providing for, among other things, the calling and holding of the Quia Meeting, as the same may be amended by the Court with the consent of Onsino and Quia, each acting reasonably;

"**Notice of Dissent**" has the meaning set out in Section 4.1;

"**OBCA**" means the *Business Corporations Act* (Ontario), including the regulations promulgated thereunder;

"**Onsino**" means Onsino Capital Corporation, a corporation incorporated under the laws of the Province of Ontario;

"**Onsino Options**" means all stock options exercisable to acquire Onsino Shares outstanding immediately prior to the Effective Date;

"**Onsino Replacement Options**" means the options to be issued by Onsino in exchange for all Quia Options on the Effective Date;

"**Onsino Replacement Warrants**" means the warrants to be issued by Onsino in exchange for all Quia Warrants on the Effective Date;

**"Onsino Replacement Broker's Warrants"** means the broker warrants to be issued by Onsino in exchange for all Quia Broker's Warrants on the Effective Date;

**"Onsino Shares"** means the common shares in the capital of Onsino prior to giving effect to the Consolidation;

**"Quia"** means Quia Resources Inc., a corporation incorporated under the laws of the Province of Ontario;

**"Quia Meeting"** means the special meeting of Quia Shareholders (and, if the Court requires, holders of Quia Options and/or Quia Warrants) to be called, *inter alia*, to consider and, if thought fit, authorize, approve and adopt the Arrangement, and includes any adjournments thereof;

**"Quia Shareholders"** means the holders of Quia Shares;

**"Quia Shares"** means the common voting shares in the capital of Quia as constituted on the date hereof;

**"Quia Options"** means options granted by Quia to acquire Quia Shares, which are outstanding immediately prior to the Effective Date;

**"Quia Warrants"** means share purchase warrants issued by Quia to acquire Quia Shares, which are outstanding immediately prior to the Effective Date;

**"Quia Broker's Warrants"** means the broker warrants issued by Quia, which entitle the holder to subscribe for and acquire Quia Shares and Quia Warrants, that are outstanding immediately prior to the Effective Time;

**"person"** has the meaning set forth in the OBCA;

**"Plan"** or **"Plan of Arrangement"** means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and the Arrangement Agreement; and

**"Post-Consolidation Onsino Shares"** means the common shares in the capital of Onsino after giving effect to the Consolidation.

1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## **ARTICLE 2 ARRANGEMENT AGREEMENT**

2.1 This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.

2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (i) Quia Shareholders; (ii) holders of Quia Options; (iii) holders of Quia Warrants; (iv) holders of Quia Broker's Warrants; (v) Quia; (vi) Onsino; and (vii) AcquisitionCo.

2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein. If no Certificate is required to be issued by the Director pursuant to subsection 183(2) of the OBCA, the Arrangement shall become effective on the date the Articles of Arrangement are filed with the Director pursuant to subsection 183(1) of the OBCA.

## **ARTICLE 3 ARRANGEMENT**

3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence without any further act or formality:

- (a) the issued and outstanding Onsino Shares shall be consolidated on a 1.5:1 ratio such that for every 1.5 Onsino Shares held, the holder thereof shall receive one (1) Post-Consolidation Onsino Share immediately after giving effect to such Consolidation;
- (b) the Quia Shares held by Dissenting Shareholders shall be, and shall be deemed to be, transferred to AcquisitionCo (free and clear of all encumbrances) and shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding, and such Dissenting Shareholders shall cease to have any rights as Quia Shareholders other than the right to be paid the fair value of their Quia Shares in accordance with Article 4;
- (c) the Amalgamating Corporations shall amalgamate pursuant to the OBCA and continue as one corporation on the terms prescribed in this Plan of Arrangement, and:

- (i) the property of each Amalgamating Corporation continues to be the property of Amalco;
  - (ii) Amalco continues to be liable for the obligations of each Amalgamating Corporation;
  - (iii) an existing cause of action, claim or liability to prosecution is unaffected;
  - (iv) a civil, criminal or administrative action or proceeding pending by or against an Amalgamating Corporation may be continued to be prosecuted by or against Amalco;
  - (v) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Corporation may be enforced by or against Amalco;
  - (vi) the Articles of Amalgamation shall be the same as the articles of AcquisitionCo, and the name of Amalco shall be "Quia Resources Corp." or such other name as the directors of Amalco may determine;
  - (vii) the Articles of Amalgamation are deemed to be the articles of incorporation of Amalco and the Certificate is deemed to be the certificate of incorporation of Amalco;
  - (viii) the by-laws of Amalco shall be the same as the by-laws of Quia;
  - (ix) the initial director of Amalco shall be Chris Davie; and
  - (x) the initial officer of Amalco shall be Chris Davie.
- (d) on the Amalgamation:
- (i) the issued and outstanding common shares of each of the Amalgamating Corporations shall be exchanged for Post-Consolidation Onsino Shares or converted into Amalco Shares as follows:
    - (A) each Quia Share (other than those held by Dissenting Shareholders) shall be: (1) exchanged for one (1) Post-Consolidation Onsino Share; and (2) subsequently cancelled, including the share certificate representing such Quia Share, whether or not it has been returned to Amalco or Onsino for cancellation; and
    - (B) Onsino shall receive one (1) fully paid and non assessable Amalco Share for each one (1) AcquisitionCo Share held by Onsino, following which all such AcquisitionCo Share shall be cancelled;
  - (ii) each outstanding Quia Option (other than, if the Court decides, Quia Options held by those holders who have validly exercised Dissent Rights)

shall be exchanged for one (1) Onsino Replacement Option to purchase the Post-Consolidation Onsino Shares and such Onsino Replacement Option shall be represented by the existing documentation representing the Quia Option;

- (iii) each outstanding Quia Warrant (other than, if the Court decides, Quia Warrants held by those holders who have validly exercised Dissent Rights) shall be exchanged for one (1) Onsino Replacement Warrant to purchase the Post-Consolidation Onsino Shares and such Onsino Replacement Warrant shall be represented by the existing certificate representing the Quia Warrant; and
  - (iv) each outstanding Quia Broker's Warrant (other than, if the Court decides, Quia Broker's Warrants held by those holders who have validly exercised Dissent Rights) shall be exchanged for one (1) Onsino Replacement Broker's Warrant to purchase the Post-Consolidation Onsino Shares and, if applicable, Onsino Warrants and such Onsino Replacement Broker's Warrant shall be represented by the existing certificate representing the Quia Broker's Warrant;
- (e) the name of Onsino shall be changed to "Quia Resources Inc."

### 3.2

- (a) Upon the exchange of Quia Shares for Post-Consolidation Onsino Shares pursuant to subsection 3.1(d)(i)(A):
- (i) each holder of such Quia Shares shall cease to be a holder of the Quia Shares so exchanged and the name of such holder shall be removed from the register of holders of Quia Shares;
  - (ii) the Quia Shares shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding; and
  - (iii) Onsino shall issue to such former holder of Quia Shares the number of Post Consolidation Onsino Shares issuable to such holder on the basis set forth in subsection 3.1(d)(i)(A), and the name of such holder shall be added to the register of holders of Post Consolidation Onsino Shares.
- (b) Upon the exchange of Quia Options for Onsino Replacement Options pursuant to Subsection 3.1(d)(ii):
- (i) each holder of such Quia Options shall cease to be a holder of the Quia Options so exchanged and the name of such holder shall be removed from the register of holders of Quia Options;
  - (ii) the Quia Options shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding;



- (iii) Onsino shall issue to such former holder of Quia Options the number of Onsino Replacement Options issuable to such holder on the basis set forth in subsection 3.1(d)(ii), and the name of such holder shall be added to the register of holders of Onsino Replacement Options.
- (c) Upon the exchange of Quia Warrants for Onsino Replacement Warrants pursuant to Subsection 3.1(d)(iii):
  - (i) each holder of such Quia Warrants shall cease to be a holder of the Quia Warrants so exchanged and the name of such holder shall be removed from the register of holders of Quia Warrants;
  - (ii) the Quia Warrants shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding;
  - (iii) Onsino shall issue to such former holder of Quia Warrants the number of Onsino Replacement Warrants issuable to such holder on the basis set forth in subsection 3.1(d)(iii), and the name of such holder shall be added to the register of holders of Onsino Replacement Warrants.
- (d) Upon the exchange of Quia Broker's Warrants for Onsino Replacement Broker's Warrants pursuant to Subsection 3.1(d)(iv):
  - (i) each holder of such Quia Broker's Warrants shall cease to be a holder of the Quia Broker's Warrants so exchanged and the name of such holder shall be removed from the register of holders of Quia Broker's Warrants;
  - (ii) the Quia Broker's Warrants shall be, and shall be deemed to be, immediately cancelled and cease to be outstanding;
  - (iii) Onsino shall issue to such former holder of Quia Broker's Warrants the number of Onsino Replacement Broker's Warrants issuable to such holder on the basis set forth in subsection 3.1(d)(iv), and the name of such holder shall be added to the register of holders of Onsino Replacement Broker's Warrants.

#### ARTICLE 4 RIGHTS OF DISSENT

4.1 Quia Shareholders may exercise the Dissent Rights with respect to such Quia Shares pursuant to and in the manner set forth in Section 185 of the OBCA subject to the provisions of the Interim Order and this Plan of Arrangement (the "**Dissent Procedures**") in connection with the Arrangement; provided that, notwithstanding the provisions of subsection 185(6) of the OBCA, the written objection to the arrangement resolution referred to in subsection 185(6) of the OBCA ("**Notice of Dissent**") must be received by Quia prior to 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Quia Meeting. Quia Shareholders who seek to exercise such Dissent Rights and who:

- (a) are entitled to be paid fair value for their Quia Shares shall be deemed to have transferred such Quia Shares to AcquisitionCo as of the Effective Time and immediately thereafter such Quia Shares shall be deemed to have been cancelled and cease to be outstanding, all in accordance with subsection 3.1 (b); or
- (b) for any reason prior to the Effective Time do not properly fulfil each of the Dissent Procedures required to be completed by a Dissenting Shareholder or, subsequent to giving Notice of Dissent and prior to the Effective Time, act inconsistently with such dissent, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Quia Shares and to be entitled to receive Post Consolidation Onsino Shares on the basis set forth in Section 3.1(d)(i)(A) of this Plan of Arrangement;

and in no case shall Quia, Onsino, Amalco, or any other Person be required to recognize such holders, or any other Person, as Quia Shareholders after the Effective Time and the names of such Quia Shareholders shall be deleted from the share register of Quia in respect of the Quia Shares as of the Effective Time. Quia shall comply with the provisions of Section 185 of the OBCA applicable to it in connection with the exercise of Dissent Rights, subject to the provisions of the Interim Order, the Final Order and the Plan of Arrangement.

For greater certainty, in addition to any other restrictions in section 185 of the OBCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement. In addition, a registered Quia Shareholder may only exercise Dissent Rights in respect of all, and not less than all, of its Quia Shares.

## ARTICLE 5 CERTIFICATES FOR SECURITIES

- 5.1
- (a) From and after the Effective Time, certificates formerly representing Quia Shares, whether or not such certificates have been returned to Amalco or Onsino for cancellation, shall represent only the right to receive the applicable number of Post-Consolidation Onsino Shares issuable to the holder pursuant to the Arrangement, or as to those held by Dissenting Shareholders, to receive the fair value of the Quia Shares, and certificates formerly representing Quia Options, Quia Warrants, and Quia Broker's Warrants shall represent Onsino Replacement Options, Onsino Replacement Warrants and Onsino Replacement Broker's Warrants, as applicable.
  - (b) Onsino, as soon as practicable following the later of the Effective Date will forward or cause to be forwarded by first class mail (postage prepaid) to such former Quia Shareholders certificates representing the Post-Consolidation Onsino Shares.
  - (c) In the event of a transfer of ownership of Quia Shares, which is not registered in the transfer records for such securities at the Effective Time, certificates representing the proper number of Quia Shares shall be delivered to a transferee after the Effective Time if the certificate formerly representing the Quia Shares is

presented to Quia at its offices, together with all other documents required to evidence and effect such transfer.

5.2 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Quia Options, Quia Warrants or Quia Broker's Warrants has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, Onsino will issue and deliver or will cause to be issued and delivered in exchange for such lost stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement as determined in accordance with the Arrangement. Unless otherwise agreed to by Onsino, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Onsino and its transfer agent, which bond is in form and substance satisfactory to Onsino and its transfer agent, or shall otherwise indemnify Onsino and its transfer agent against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

## **ARTICLE 6 AMENDMENTS**

6.1 Quia and Onsino may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) filed with the Court and, if made following the Quia Meeting, approved by the Court; and (iii) communicated to, and approved by, holders of Quia Shares if and as required by the Court.

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Quia and Onsino at any time prior to or at the Quia Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Quia Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

6.3 Quia or Onsino, with the consent of the other party, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Quia Meeting and prior to the Effective Time with the approval of the Court.

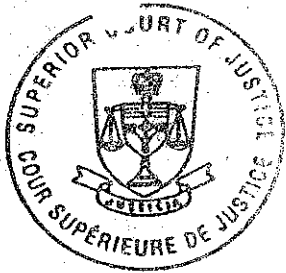
6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of Onsino, AcquisitionCo and Quia, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Onsino, AcquisitionCo and Quia, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Onsino, AcquisitionCo and Quia or any former holder of Quia Shares.

## **ARTICLE 7 FURTHER ASSURANCES**

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the sequence set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be

made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further implement, document or evidence any of the transactions or events set out herein including, without limitation, any resolution of directors authorizing the issue, transfer or purchase for cancellation of securities, any security transfer powers evidencing the transfer of securities and any receipt therefore, and any necessary additions to or deletions from security registers.

Exhibit "B"



Court File No. CV-10-9012-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MR. )  
JUSTICE MORAWETZ )  
)  
)

MONDAY, THE 20TH DAY  
OF DECEMBER, 2010.

**IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE  
ONTARIO BUSINESS CORPORATIONS ACT, R.S.O. 1990 c. B.16 AS, AMENDED AND  
RULES 14.05 (2) AND 14.05 (3) (h)**

AND

**IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING  
QUIA RESOURCES INC.**

**QUIA RESOURCES INC.**

Applicant

**FINAL ORDER**

THIS APPLICATION made by the Applicant, Quia Resources Inc. ("**Quia**"), pursuant to S.182 (5) of the *Ontario Business Corporations Act*, R.S.O. 1990 c. B.16, as amended (the "**OBCA**"), for an Order approving the plan of arrangement (the "**Plan of Arrangement**") herein, was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavit of Andres Tinajero, sworn on November 30, 2010, and the exhibits attached thereto ("**Tinajero's Affidavit**"), the Affidavit of Chris Davie, sworn December 17, 2010, and the exhibits attached thereto ("**Davie's Affidavit**"), and upon hearing the submissions of counsel for Quia.

ON THE BASIS that, unless otherwise defined herein, terms beginning with capital letters should have the respective meanings given to them in the interim order of the Court dated December 1, 2010, relating to this matter (the "**Interim Order**").

UPON BEING SATISFIED that: (i) a special meeting of the shareholders of Quia (the "**Meeting**") was called, held and conducted on or about 10:00 a.m., Toronto time, on December 17, 2010, in accordance with the terms of the Interim Order; (ii) the Quia shareholders (the "**Quia Shareholders**") passed, with the requisite majority, the arrangement resolution (the "**Arrangement Resolution**") approving the Plan of Arrangement set out as Schedule A to the Arrangement Agreement, which is itself attached as Exhibit "A" to Tinajero's Affidavit; (iii) the Plan of Arrangement is procedurally and substantively fair and reasonable overall; and (iv) that this Order will serve as a basis of a Claim to an exemption pursuant to S.3(a)(10) of the *United States Securities Act*, 1993, as amended, from the registration requirements imposed by that *Act*, regarding the distribution of securities of Onsino, pursuant to the Plan of Arrangement:

1. THIS COURT ORDERS that the Plan of Arrangement annexed hereto as Schedule A, be and the same is hereby approved and shall be implemented in the manner set forth therein.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

DEC 20 2010

PER / PAR:

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IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE ONTARIO  
BUSINESS CORPORATIONS ACT, R.S.O. 1990 c. B.16, AS AMENDED AND RULES 14.05 (2)  
AND 14.05 (3)(h)  
(S. . t title of proceeding)

Court File No. CV-10-9012-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

Proceedings commenced at  
Toronto

**FINAL ORDER**

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