



No. S1910194
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGOLD DRILLING CORP., CROS-MAN DIRECT UNDERGROUND
LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND OMNITERRA
INTERNATIONAL DRILLING INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

(APPROVAL AND VESTING ORDER –
CROS-MAN UNIT)

BEFORE) THE HONOURABLE)
) MR. JUSTICE MILMAN)) January 17, 2020
))

ON THE APPLICATION of Extract Advisors LLC, in its capacity as administrative agent for noteholders pursuant to certain convertible secured notes issued pursuant to a note purchase agreement dated June 15, 2017 among the noteholders, Energold Drilling Corp. (“**Energold**”) as issuer and certain other Energold subsidiaries as guarantors (the “**Agent**”) coming on for hearing at Vancouver, British Columbia on January 17, 2020 and on hearing Christopher J. Ramsay and Katie G. Mak and those other counsel listed on **Schedule “A”** hereto; and upon reading the material filed, including the Fourth Report of FTI Consulting Canada Inc. as the Monitor of the Petitioners (in such capacity, the “**Monitor**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient, and this application is properly returnable today.
2. The sale transaction (the “**Transaction**”) contemplated by the Asset Purchase Agreement dated October 11, 2019 (the “**Sale Agreement**”) between Cros-Man (the “**Vendor Petitioner**”) and the Agent (the “**Purchaser**”), a copy of which is attached

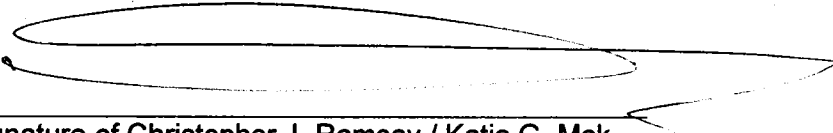
hereto as **Schedule "B"** is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Vendor Petitioner and the Purchaser is hereby authorized and approved, and the Vendor Petitioner and the Purchaser are hereby authorized and directed to take such 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 Monitor to the Purchaser of a certificate substantially in the form attached as **Schedule "C"** hereto (the "**Monitor's Certificate**"), all of the Vendor Petitioner's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in Cros-Man Direct Underground (Acq) Inc. or its nominee in fee simple, 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 Initial Order of this Court made September 13, 2019 or the Order of this Court made October 25, 2019 (collectively, the "**CCAA Charges**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia, Manitoba or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto (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. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.
5. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(1)(o) of the *Personal Information Protection Act* of British Columbia, the Monitor is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Vendor Petitioner's past and current employees, including personal information of those employees that may be listed in the Sale Agreement (if any). The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor Petitioner.
6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Vendor Petitioner to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances listed on **Schedule "E"**.

7. The Monitor, 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.
8. Matthew Freeman and Claudia Jordan are hereby directed and authorized to, on behalf of the Petitioners, execute any documents and give such instructions as may be necessary or desirable to fulfil the Petitioners' obligations under Sale Agreement and to facilitate the implementation of the plan of compromise and arrangement filed by the Agent, which direction and authority shall survive and continue after these proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") have come to an end.
9. Notwithstanding:
 - (a) these proceedings under the CCAA;
 - (b) any applications for a bankruptcy order in respect of any Petitioner 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 any Petitioner,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 Vendor Petitioner and shall not be void or voidable by creditors of the Vendor Petitioner, 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.
10. 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 Purchaser, the Petitioners, the Monitor 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 Purchaser, the Petitioners and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchaser, the Petitioners or the Monitor and its agents in carrying out the terms of this Order.
11. The Petitioners, the Purchaser, the Monitor 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.

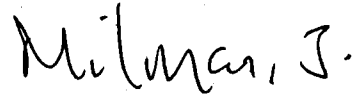
12. Endorsement of this Order by counsel appearing on this application, except for counsel to the Petitioners, is hereby dispensed with.

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 Christopher J. Ramsay / Katie G. Mak
Lawyer for the Agent

BY THE COURT



REGISTRAR



Schedule "A"

List of Counsel

Name of Counsel	Party Represented
Lisa Hiebert Ryan Leaty	The Petitioners
Mary Buttery, Q.C. Lance Williams	The Monitor, FTI Consulting Canada Inc.
Jonathan Ross	Expert Development Canada

Schedule "B"

SALE AGREEMENT

Please see attached.

**ASSET PURCHASE AGREEMENT
STALKING HORSE BID
(Cros-Man Unit)**

THIS AGREEMENT is made the 11th day of October, 2019 between Cros-Man Direct Underground Ltd. (the "**Vendor**"), with an address for notice at 1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, British Columbia, V7X 1T2 (the "**Vendor**") and Extract Advisors LLC, in its capacity as the administrative agent for noteholders pursuant to certain convertible secured notes issued pursuant to the note purchase agreement dated as of June 15, 2017 among Energold Drilling Corp. ("**Energold**") as Vendor, and certain other Energold subsidiaries as guarantors and certain noteholders, with an address for notice at c/o Clark Wilson LLP, 900-885 West Georgia Street, Vancouver, BC V6C 3H1 (the "**Purchaser**", and together with the Vendor, the "**Parties**", and each a "**Party**").

WHEREAS:

- A. On September 13th, 2019, the Supreme Court of British Columbia (the "**Court**") made an order (the "**Initial Order**") granting each of Energold, the Vendor, EGD Services Ltd., Bertram Drilling Corp. and Omniterra International Drilling Inc. (collectively, the "**Petitioners**"), protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");
- B. Pursuant to an order made by the Court on September 13th, 2019 (the "**Sale Process Order**"), the Court approved a sale solicitation procedure (the "**SSP**") to be conducted by the Petitioners, with the assistance of FTI Consulting Canada Inc. ("**FTI**") as the monitor in the CCAA proceedings (in such capacity, the "**Monitor**") and Ernst & Young Orenda Corporate Finance Inc. ("**EY**") as the financial advisor in the CCAA proceedings (in such capacity, the "**Financial Advisor**"), for the solicitation of offers to acquire any of the Vendor's assets;
- C. The Vendor's assets, including the Purchased Assets (as defined below), have been marketed for sale in connection with the Sale Process Order and the SSP;
- D. The Purchaser is a senior secured creditor of the Energold Group. Pursuant to the SSP, the Purchaser's bid for the Purchased Assets has been deemed to be the stalking horse bid (the "**Stalking Horse Bid**"). As a result, the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Assets and to assume the Assumed Liabilities, all in consideration for the Purchase Price (as defined below) and on the terms and conditions set out in this Agreement (the "**Sale Transaction**") and in accordance with the Sales Process Order and the SSP; and
- E. Accordingly, the Parties wish to enter into this Agreement so as to conclude the Sale Transaction, the consummation of which shall be subject to approval by the Court by way of an Order approving the Sale Transaction and vesting the Purchased Assets in the Purchaser (the "**Sale Approval Order**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSET PURCHASE AND SALE**

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor with effect as of 12:01 a.m. Vancouver Time (the "Time of Closing") on the Closing Date (as defined below), all of the Vendor's right, title, and interest in and to the assets used in the operation of the business of the Vendor (the "Business"), including without limitation the following, but excluding any Excluded Assets (defined below):

- (a) all contracts, agreements, arrangements, leases, licenses and permits (to the extent transferrable) of the Vendor ("Contracts"), including those set out on Schedule 1.1 (if any);
 - (b) all inventories, including all finished goods, works-in-progress, raw materials, spare parts, replacement parts, and all other materials and supplies to be used or consumed by the Vendor in the production of finished goods ;
 - (c) drill rigs, machinery, equipment, furniture, motor vehicles and other personal property owned by the Vendor (including those in possession of third parties) ("Equipment"), including those set out on Schedule 1.1;
 - (d) all accounts receivable, trade accounts receivable, notes receivable, book debts and other debts due or accruing due to the Vendor, and the full benefit of any related security ("Accounts Receivable");
 - (e) all technical, business and financial records relating to the Business including without limitation all files, financial books, title documents, plans and specifications, drawings, advertising and promotional material, studies and reports, user names and passwords; and
 - (f) the goodwill of the Business, if any ("Goodwill"),
- (collectively, the "Purchased Assets").

1.2 **Excluded Assets.** Notwithstanding Section 1.1 above, all of the following assets will not form part of the Purchased Assets, will be retained by the Vendor (or by any applicable third party owning such rights or assets), and will not be purchased by the Purchaser pursuant to this Agreement (collectively, the "Excluded Assets"):

- (a) any and all cash on hand or in bank accounts of the Vendor, securities, bonds, cheques or other negotiable instruments, whether relating to the Business or otherwise;
- (b) any assets leased by the Vendor and used in the Business; provided that the underlying leases are Purchased Assets;
- (c) all tax instalments paid by the Vendor and all rights to receive any refund of, and/or credit in respect of, taxes paid by the Vendor;
- (d) all personnel and employment records that the Vendor is required by applicable law to retain (if any);

- (e) all rights of the Vendor under, and assets of, all employee benefit plans provided by the Vendor and all contracts and agreements relating to the employee benefit plans provided by the Vendor;
- (f) all rights of the Vendor under this Agreement, and any bill of sale, assumption agreement or similar instrument of conveyance entered into pursuant to this Agreement;
- (g) all constating documents, minute books, shareholder records and corporate seals of the Vendor; and
- (h) any other asset or property not related to the Business.

1.3 **Assumed Liabilities.** Subject to the terms and conditions of this Agreement, the Purchaser shall assume, pay, satisfy, discharge, perform and fulfil, from and after the Time of Closing, only those obligations and liabilities of the Vendor which:

- (a) arose in connection with any of the Purchased Assets or the Business from or after the date of the Initial Order up to the Time of Closing and are properly accrued or recorded as obligations on the Final Priority Payment Statement (as defined below) and/or liabilities on the Closing Date Working Capital Statement (as defined below); or
- (b) arise under the Contracts that arise in respect of the period after the Time of Closing and do not relate to any default existing prior to or as a consequence of the Closing;

(collectively, the "Assumed Liabilities").

1.4 **Excluded Liabilities.** The Purchaser shall not assume and shall have no obligation to discharge, perform or fulfill any and all liabilities and obligations, contingent or otherwise, of the Vendor (collectively, the "Excluded Liabilities"), including:

- (a) taxes of or relating to the Business or the Purchased Assets for any period prior to the Time of Closing;
- (b) liabilities in respect of any litigation involving the Vendor, or litigation in respect of the Purchased Assets or the Business commenced or threatened or resulting from any act or omission prior to the Time of Closing;
- (c) any outstanding salaries, assessments, charges or contributions that are due and payable prior to the Time of Closing for Employees (as defined below) of the Business; and
- (d) all liabilities and obligations relating to the Purchased Assets or the Business in existence at the date of the Initial Order or relating to the period prior to the date of the Initial Order.

1.5 **Purchase Price.** The purchase price payable by the Purchaser to the Vendor for the Purchased Assets is CAD\$3,000,000, subject to any adjustments as required by Section 1.7(c)(i.) and Section 1.7(c)(v.) (the "Credit Bid Amount"). The CAD\$3,000,000 shall be allocated as set out below:

Asset

Amount

Contracts	\$800,000
Equipment:	\$2,000,0000
Goodwill:	\$200,000
TOTAL:	\$3,000,000

The Parties agree that the above allocation may be revised at any time prior to the Closing by mutual written consent of the Parties.

1.6 Pre-Closing Priority Payment. At least three business days prior to the Closing Date, the Vendor shall prepare and deliver to the Purchaser a good faith best estimate of a detailed calculation of the amount required, if any, to meet post-filing obligations as allocated to the Cros-Man Unit (as defined in the SSP), including any amounts owing under the Court-ordered priority charges granted in the CCAA proceedings, as of immediately prior to the closing of the Sale Transaction (the "**Priority Payment Amount**"), and such estimate shall be referred to as the "**Estimated Priority Payment Amount**". The Estimated Priority Payment Amount shall be paid by the Purchaser by wire transfer to Borden Ladner Gervais LLP, In Trust ("**BLG**"), to the account details set out in Schedule "**B**" attached hereto, at least one business day prior to the Closing Date.

1.7 Payment of Purchase Price.

(a) Credit Bid Amount

(i) On the Closing Date, the Credit Bid Amount shall be paid by the Vendor to the Purchaser by applying a credit of \$3,000,000, less the Estimated Priority Payment Amount, to the amount owing by the Vendor to the Purchaser as of the Closing Date.

(b) Priority Payment Amount and Adjustment

(i) At least three business days prior to the Closing Date, the Vendor shall prepare and deliver to the Purchaser a good faith best estimate of a detailed calculation of the amount required, if any, to meet post-filing obligations as allocated to the BDI Unit (as defined in the SSP), including any amounts owing under the Court-ordered priority charges granted in the CCAA proceedings, as of immediately prior to the closing of the Sale Transaction (the "**Priority Payment Amount**"), and such estimate shall be referred to as the "**Estimated Priority Payment Amount**". The Estimated Priority Payment Amount shall be paid by the Purchaser by wire transfer to Borden Ladner Gervais LLP, In Trust ("**BLG**"), to the account details set out in Schedule "**B**" attached hereto, at least one business day prior to the Closing Date.

(ii) As soon as practicable, but in no event more than 10 days, following the Closing Date, the Vendor shall prepare, or cause to be prepared, and deliver to the Purchaser a statement (the "**Final Priority Payment Statement**") setting forth in reasonable detail the final calculation of the Priority Payment Amount (the "**Final Priority Payment Amount**"). The Purchaser shall provide all necessary cooperation and assistance to the Vendor for the purposes of enabling the Vendor

to determine the Final Priority Payment Statement, including allowing access to all books and records of the relevant BDI Unit and its staff and personnel.

- (iii.) The Purchaser shall complete its review of the Final Priority Payment Statement and calculation of the Final Priority Payment Amount within 10 days after delivery thereof to the Purchaser by the Vendor. If the Purchaser disputes all, any part or basis of the Final Priority Payment Statement, the Purchaser shall, on or before the last day of such 10-day period, so inform the Vendor in writing (the "Priority Payment Objection Notice"), setting forth a description of the basis of the Purchaser's determination and proposed adjustments to the Final Priority Payment Statement and Final Priority Payment Amount that the Purchaser believes should be made. If no Priority Payment Objection Notice is received by the Vendor on or before the last day of such 10-day period, then the Final Priority Payment Amount set forth on the Final Priority Payment Statement delivered by the Vendor shall be final, conclusive and binding upon the parties hereto. The Vendor shall have 10 days from its receipt of the Priority Payment Objection Notice to review and respond to the Priority Payment Objection Notice.
- (iv.) If the Purchaser and the Vendor are unable to resolve all of their disagreements with respect to the proposed adjustments set forth in the Priority Payment Objection Notice within 15 days following the Vendor's receipt of the Priority Payment Objection Notice, the Vendor shall refer the dispute to the Court for directions and/or determination.
- (v.) Upon finalizing the Final Priority Payment Amount in accordance with the terms of this Agreement, the Purchaser and Vendor instruct BLG to release: (i) the Final Priority Payment Amount to the Vendor, and (ii) the difference between the Estimated Priority Payment Amount less the Final Priority Payment Amount, if any, to the Purchaser.
- (vi.) In the event the Final Priority Payment Amount is greater than the Estimated Priority Payment Amount, the Purchaser shall pay to the Vendor the difference no later than five business days after the final determination of the Final Priority Payment Amount in accordance with the terms of this Agreement by wire transfer to BLG to the account details set out in **Schedule "B"** attached hereto.

(c) Net Working Capital Adjustment

- (i.) At least three business days prior to the Closing Date, the Vendor shall prepare and deliver to the Purchaser a good faith best estimate of a detailed calculation of the Net Working Capital as of immediately prior to the closing of the Sale Transaction, which shall be prepared in accordance with the Vendors' current accounting methods, policies, practices and procedures under Accounting Standards for Private Enterprises ("ASPE") and in the same manner, with consistent classification and estimation methodology, as the most recent financial statements of the Vendors were prepared (the "Estimated NWC"), and a calculation of the amount by which the Estimated NWC is greater than or less than the Target NWC (the positive or negative amount of such difference shall be referred to as the "Estimated Adjustment Amount"). Absent manifest error, the Estimated NWC and Estimated Adjustment Amount calculation will, upon delivery, be final and binding. For the purposes of this Agreement: (a) "Net

Working Capital” of the Vendors will be equal to the difference between the aggregate Current Assets of the Vendors and the aggregate Current Liabilities of the Vendors; (b) **“Current Assets”** means cash, accounts receivables, trade receivables and other receivables, inventories, prepaid expenses, deposits and any other items considered current assets under, and each as determined in accordance with, ASPE, (c) **“Current Liabilities”** means all current liabilities under, and each as determined in accordance with, ASPE, in each case, that are included in the Assumed Liabilities, and (d) **“Target NWC”** means the Net Working Capital as of August 31, 2019, as reflected in the balance sheet included in the Issuers’ financial statements for the period ended August 31, 2019.

- (ii.) As soon as practicable, but in no event more than 10 days, following the Closing Date, the Vendor shall prepare, or cause to be prepared, and deliver to the Vendor a statement (the **“Closing Date Working Capital Statement”**) setting forth in reasonable detail the Vendor’s calculation of the Current Assets and the Current Liabilities of the Vendors, and a calculation of the Net Working Capital of the Vendors, in each case, as of immediately prior to the closing of the Sale Transaction, which shall be prepared in accordance with the Vendors’ current accounting methods, policies, practices and procedures under ASPE and in the same manner, with consistent classification and estimation methodology, as the most recent financial statements of the Vendors were prepared (the **“Closing NWC”**), and a calculation of the amount by which the Closing NWC exceeds or is less than the Estimated NWC. For the purposes of this Agreement, the positive or negative amount by which the Closing NWC (as finally determined in accordance with this Agreement) exceeds the Estimated NWC shall be referred to as the **“Final Adjustment Amount”**.
- (iii.) The Purchaser shall complete its review of the Closing Date Working Capital Statement and calculation of the Closing NWC and Final Adjustment Amount within 10 days after delivery thereof to the Purchaser by the Vendor. If the Purchaser disputes all, any part or basis of the Closing Date Working Capital Statement, the Purchaser shall, on or before the last day of such 10-day period, so inform the Vendor in writing (the **“Adjustment Objection Notice”**), setting forth a description of the basis of the Purchaser’s determination and proposed adjustments to the Closing Date Working Capital Statement and Final Adjustment Amount that the Purchaser believes should be made. If no Adjustment Objection Notice is received by the Vendor on or before the last day of such 10-day period, then the Final Adjustment Amount set forth on the Closing Date Working Capital Statement delivered by the Vendor shall be final, conclusive and binding upon the parties hereto. The Vendor shall have 10 days from its receipt of the Adjustment Objection Notice to review and respond to the Adjustment Objection Notice.
- (iv.) If the Purchaser and the Vendor are unable to resolve all of their disagreements with respect to the proposed adjustments set forth in the Adjustment Objection Notice within 15 days following the Purchaser’s receipt of the Adjustment Objection Notice, they shall refer any remaining disagreements to an independent accounting firm mutually agreeable to the parties hereto (the **“Firm”**) which, acting as experts and not as arbitrators, shall determine, on the basis set forth in and in accordance with Section 2(d)(ii), and only with respect to the remaining differences so submitted, whether and to what extent, if any, the Closing Date

Working Capital Statement and the Final Adjustment Amount require adjustment. The Purchaser and the Vendor shall instruct the Firm to deliver its written determination to the Purchaser and the Vendor no later than 30 days after the remaining differences underlying the Adjustment Objection Notice are referred to the Firm. The Firm's determination shall be final, conclusive and binding upon the Purchaser and the Vendor. The fees and disbursements of the Firm shall be borne equally by the Purchaser and the Vendor. The Purchaser and the Vendor shall make readily available to the Firm all relevant books and records and any work papers (including those of the parties' respective accountants, to the extent permitted by such accountants) relating to the Closing Date Working Capital Statement and the Adjustment Objection Notice and all other items reasonably requested by the Firm in connection therewith.

- (v.) The Credit Bid Amount shall be adjusted by an amount equal to the Final Adjustment Amount. If the Final Adjustment Amount is a positive number, then the Credit Bid Amount shall be increased by the Final Adjustment Amount and the Purchaser shall after the final determination thereof apply the Final Adjustment Amount to the amount owing by the Vendor to the Purchaser as of the Closing Date. If the Final Adjustment Amount is a negative number, then the Credit Bid Amount shall be decreased by the Final Adjustment Amount. If the Final Adjustment Amount is equal to zero, then no amount will be added or subtracted to the amount owing by the Vendor to the Purchaser as of the Closing Date.

1.8 Tax Matters.

- (a) The Purchaser will be responsible for and will pay all sales, value added, or similar taxes payable in respect of the purchase and sale of the Purchased Assets under this Agreement. The parties will jointly execute an election (the "GST Election") under subsection 167(1) of the *Excise Tax Act* (Canada) concerning the supply of all or substantially all of the assets of a business to have the sale of the assets of the Business hereunder take place on a GST-free basis. The Purchaser will file the completed GST Election within the prescribed time period under the *Excise Tax Act* (Canada), but in any event no later than the Purchaser's next GST reporting period. The Purchaser will indemnify and save harmless the Vendor from and against any and all losses, damages, expenses, and claims that may be suffered or incurred by, or asserted against, the Vendor as a result of the Purchaser failing to file the GST Election as required by this Section 1.8(a).
- (b) If requested by the Purchaser, the Purchaser and the Vendor shall elect jointly in the prescribed form under Section 22 of the *Income Tax Act* (Canada) (the "Tax Act") and under any similar provision of any other applicable provincial legislation as to the sale of the Accounts Receivable forming part of the Purchased Assets and described in section 22 of the Tax Act and shall in that election allocate an amount equal to the portion of the Purchase Price allocated to those assets pursuant to Section 1.5 as the consideration paid by the Purchaser for those assets. The Parties shall file such election forms, along with any documentation necessary or desirable to give effect to such election, with the Canada Revenue Agency and any other appropriate taxation authority within the prescribed time limits.

- (c) The Purchaser and the Vendor acknowledge that the Purchaser has agreed to assume the Assumed Liabilities. To the extent that the Vendor has received amounts in respect of services not rendered or goods not delivered, in each case prior to the Time of Closing, the Purchased Assets having a fair market value equal to those amounts are transferred to the Purchaser as payment for the Purchaser's agreement to assume a corresponding amount of the Assumed Liabilities relating to those services or goods and, if requested by the Purchaser, the Purchaser and the Vendor shall jointly elect pursuant to subsection 20(24) of the Tax Act and under any similar provision of any applicable provincial legislation. The Parties shall file such election forms, along with any documentation necessary or desirable to give effect to such election, with the Canada Revenue Agency and any other appropriate taxation authority within the prescribed time periods.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Vendor. The Vendor represents and warrants to the Purchaser as of the date hereof as follows:

- (a) Incorporation and Power. The Vendor is a company incorporated and validly existing under the laws of its jurisdiction of incorporation, and is duly organized and in good standing under the laws of such jurisdiction.
- (b) Due Authorization. The execution and delivery of this Agreement and such other agreements and instruments as are referred to herein and the completion of the Sale Transaction and such other agreements and instruments have been duly authorized by all necessary action on the part of the Vendor.
- (c) "As is, Where Is". The Purchased Assets are being sold by the Vendor to the Purchaser on an "as is, where is" basis without surviving representations, warranties, covenants or indemnities of any kind, nature or description by the Vendor with respect to the Purchased Assets, except to the extent expressly set forth in this Section 2.1.
- (d) Tax Matters. The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada). The Vendor is a registrant for the purposes of the *Excise Tax Act* (Canada).

2.2 The Purchaser. The Purchaser represents and warrants to the Vendor as of the date hereof as follows:

- (a) Incorporation and Power. The Purchaser is a corporation duly incorporated under the laws of its jurisdiction of incorporation or formation and is duly organized, validly existing and in good standing under such laws. The Purchaser has the corporate power and capacity to enter into this Agreement and to carry out the transactions contemplated hereby.
- (b) Due Authorization. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser. The Purchaser has due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement.

- (c) Consents and Approvals. Other than the Sale Approval Order, no consent or approval of any person is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.
- (d) Notices. No notice is required to be delivered by the Purchaser to any person in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement.
- (e) Tax Matters. The Purchaser is, or will be at the time of the Closing, a registrant for the purposes of the *Excise Tax Act* (Canada).

2.3 Survival. The representations, warranties, covenants and agreements of the Purchaser contained in this Agreement and in any document or certificate given under this Agreement survive the closing of the transactions contemplated by this Agreement.

3. CLOSING DELIVERABLES

3.1 Vendor's Deliverables. On or before the Closing Date, the Vendor will execute and deliver, or cause to be executed and delivered, all documents, instruments, resolutions and share certificates as are necessary to effectively transfer and assign the Purchased Assets and the Assumed Liabilities to the Purchaser, including:

- (a) the Sale Approval Order;
- (b) the tax elections contemplated by Section 1.8, duly executed by the Vendor;
- (c) an assignment and assumption agreement regarding the Assumed Liabilities, in form and substance mutually acceptable to the Purchaser and the Vendor (the "**Assignment and Assumption Agreement**"), duly executed by the Vendor; and
- (d) a bill of sale regarding the Purchased Assets, in form and substance mutually acceptable to the Purchaser and the Vendor (the "**Bill of Sale**"), duly executed by the Vendor.

3.2 Purchaser's Deliverables. On or before the Closing Date, the Purchaser will execute and deliver, or cause to be executed and delivered, all documents, instruments, resolutions and share certificates as are necessary to effectively transfer and assign the Purchased Assets and the Assumed Liabilities to the Purchaser, including:

- (a) the tax elections contemplated by Section 1.8, duly executed by the Purchaser; and
- (b) the Assignment and Assumption Agreement, duly executed by the Purchaser.

4. CLOSING

4.1 Closing.

- (a) The Parties' obligations to effect the Sale Transaction (the "**Closing**") are subject to the satisfaction or waiver, prior to the Closing, of the condition that the Court shall have granted the Sale Approval Order.

- (b) The Purchaser's obligation to effect the Closing is subject to the satisfaction or waiver, prior to the Closing, of the condition that the Vendor shall have executed and delivered to the Purchaser all of the documents and other instruments set out in Section 3.1.
- (c) The Vendor's obligation to effect the Closing is subject to the satisfaction or waiver, prior to the Closing, of the condition that the Purchaser shall have (i) deposited the Estimated Priority Payment with BLG in accordance with Section 1.7(a), and (ii) executed and delivered to the Vendor all of the documents and other instruments set out in Section 3.2.
- (d) The Closing shall occur on the date (the "Closing Date") that is two business days following the date on which each of the conditions set forth in Section 4.1(a), Section 4.1(b) and Section 4.1(c) have been satisfied or waived (other than those conditions that cannot, by their nature, be satisfied or waived until the Closing, but subject to the satisfaction or waiver of those conditions at the Closing) and will be deemed effective as of the Time of Closing.

4.2 Risk in and to Purchased Assets. Risk in and to the Purchased Assets will remain with the Vendor until the Time of Closing, at which time risk in and to the Purchased Assets will transfer to the Purchaser.

5. TERMINATION

- (a) This Agreement will automatically terminate if:
 - (i) the Vendor completes an transaction pursuant to a Successful Bid or a Backup Bid (both terms as defined in the SSP) in accordance with the SSP; or
 - (ii) the Closing is not completed as a result of the operation of sections 5(a), 5(b) and 5(c) above.
- (b) Notwithstanding Section 5(a), this Agreement may be terminated at any time prior to the Closing by mutual written consent of the Parties.

6. MISCELLANEOUS

6.1 No Assignment. This Agreement may not be assigned in whole or in part by either Party without the express, prior written consent of the other party, which consent shall not be unreasonably withheld.

6.2 Notice. Any communication to be made under this Agreement shall be made in writing and, except as required or permitted by applicable law, shall be made by e-mail, fax or letter.

The Vendor's address for notice is:

c/o Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street

Vancouver, British Columbia
V7X 1T2
Attention: Lisa Hiebert and Ryan Laity
Email: lhiebert@blg.com and rlaity@blg.com
(with a copy to Mark Berger, bberger@pppllc.com)

The Purchaser's address for notice is:

c/o Clark Wilson LLP
900-885 West Georgia St.
Vancouver, British Columbia
V6C 3H1
Attention: Christopher Ramsay and Katie Mak
Email: cramsay@cwilson.com and kmak@cwilson.com
(with a copy to Darin Milmeister, darin@extractcapital.com)

Except as specified by applicable law, any communication shall be effective when received if during business hours or on the next business day if received outside of business hours.

6.3 Enurement. This Agreement shall enure to the benefit of and shall be binding upon each of the Parties hereto and each of their successors and permitted assigns.

6.4 Further Assurances. Each Party will promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated by this Agreement.

6.5 Governing Law. This Agreement shall be construed under and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia, and the venue for any actions arising out of this Agreement will be Vancouver, British Columbia.

6.6 Entire Agreement. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings whether written or oral, express or implied, statutory or otherwise.

6.7 Counterparts. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in one or more counterparts and by facsimile or email transmission with the same force and effect as if all parties noted as a signatory thereto had signed and delivered an original copy of the same document. All counterparts when delivered or sent by facsimile or email shall be deemed to be an original and all of which together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement as of the date first above written.

CROS-MAN DIRECT UNDERGROUND LTD., by its authorized signatory,

Mark Robert Berger

Name: Mark Berger

Title: Chief Restructuring Officer

Extract Advisors LLC, in its capacity as the administrative agent for certain noteholders, by its authorized signatory,

Name: Darin Milmeister

Title: Managing Partner

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement as of the date first above written.

CROS-MAN DIRECT UNDERGROUND LTD., by its authorized signatory,

Name: Mark Berger
Title: Chief Restructuring Officer

Extract Advisors LLC, in its capacity as the administrative agent for certain noteholders, by its authorized signatory,



Name: Darin Milmeister
Title: Managing Partner

Schedule "A"

Purchased Assets

Contracts

Building Lease

1. Lease with 5698295 Manitoba Ltd.

Equipment Leases

2. Lease for a 2016 Caterpillar Hydraulic Excavator with Caterpillar Financial Services Limited
3. Lease for a 2015 Caterpillar Backhoe Loader with Caterpillar Financial Services Limited
4. Lease for a Vermeer D6x6 Directional Drill with De Lage Landen Financial Services Canada Inc.
5. Lease for a 2018 Rebel / 2019 Kenworth hydro-vac system with Paccar Financial
6. Lease for a 2018 Ditch Witch FX65 Vacuum Excavator Trailer with Brant Tractor Ltd.

Vehicle Lease

7. Lease for a 2018 Dodge Ram with Meridian OneCap Credit Corp.

Equipment

Schedule "B"

ACCOUNT DETAILS

BLG Account Information

Borden Ladner Gervais LLP, in Trust
1200 Waterfront Centre
200 Burrard Street, P.O. Box 48600
Vancouver, BC V7X 1T2

Canadian Imperial Bank of Commerce
400 Burrard Street
Vancouver, BC V6C 3A6

Bank #: 010
Transit #: 00010
Canadian Account #: 54-00813
SWIFT: CIBCCATT

Schedule "C"

Form of Monitor's Certificate

No. S1910194
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57

AND

IN THE MATTER OF ENERGO GOLD DRILLING CORP., CROS-MAN DIRECT UNDERGROUND
LTD., EGD SERVICES LTD., BERTRAM DRILLING CORP., AND OMNITERRA
INTERNATIONAL DRILLING INC.

PETITIONERS

MONITOR'S CERTIFICATE

(CROS-MAN SALE)

- A. By order made September 13, 2019, this Court appointed FTI Consulting Canada Inc. as monitor (the "**Monitor**") of each of the Petitioners pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-46 (as amended, the "**CCAA**").
- B. Pursuant to an order of the Court dated ♦, 2020 (the "**Approval and Vesting Order**"), the Court approved the sale of the Purchased Shares to Extract Advisors LLC, in its capacity as administrative agent to the noteholders (the "**Purchaser**") pursuant to the Sale Agreement (as defined in the Approval and Vesting Order), providing for the vesting in the Purchaser of all of the Petitioners' right, title and interest in and to the Purchased Shares (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Purchased Shares upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the (A) application by the Purchaser of the Credit Bid Amount to the amount owing by the Vendor Petitioner to the Purchaser as of the Closing date, and (B) payment by the Purchaser of the Estimated Priority Payment, in each case for the Purchased Shares; and (ii) the Transaction (as defined in the Approval and Vesting Order) has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR HEREBY CERTIFIES the following:

1. The Purchaser has (A) applied the Credit Bid Amount to the amount owing by the Vendor Petitioner to the Purchaser as of the Closing Date and (B) paid and the Petitioners have received the Estimated Priority Payment Amount, in each case for the Purchased Shares pursuant to the Sale Agreement; and
2. The Transaction is complete to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____ [TIME] on _____, 2020

FTI CONSULTING CANADA INC.,
in its capacity as the Monitor of the
Petitioners, and not in its personal capacity:

Per:

Name:

Title:

Schedule "D"

ENCUMBRANCES

Manitoba Personal Property Registry

1. A financing statement filed in the Manitoba Personal Property Registry (the "MB PPR") on June 1, 2016 under Registration No. 201709714509 in favour of Extract Advisors LLC with respect to all of the present and after-acquired personal property of Cros-Man Direct Underground Ltd.

2. A financing statement filed in the MB PPR on March 4, 2016 under Registration No. 201603973300 in favour of the Royal Bank of Canada with respect to the following property of Cros-Man Direct Underground Ltd.:

All monies standing to the credit of the Debtor in the following account:

Guaranteed Investment Certificate Account Number 00930187276 held by the Secured Party at its Virden Branch, 229 – 7th Avenue S – PO Box 1750, Virden, MB R0M 2C0.

Proceeds: All Goods, Inventory, Chattel Paper, Investment Property, Documents of Title, Instruments, Money, Intangibles and Accounts (All as defined in The Personal Property Security Act (Manitoba), any Regulations thereunder and any amendments thereto) and Insurance Proceeds.

3. A financing statement filed in the MB PPR on July 3, 2018 under Registration No. 201811724403 in favour of Royal Bank of Canada with respect to all of the present and after-acquired personal property of Cros-Man Direct Underground Ltd.

4. A financing statement filed in the MB PPR on November 8, 2018 under Registration No. 201820276308 in favour of Meridian OneCap Capital Corp. with respect to the following property of Cros-Man Direct Underground Ltd.:

TRUCK(S), DUMP BOX(S), TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Serial Numbered Goods			
Serial Number	Category	Year	Description
3C7WRNFL9JG354484	Motor Vehicle	2018	RAM 5500HD

British Columbia Personal Property Registry

5. A financing statement filed in the British Columbia Personal Property Registry ("BC PPR") on October 6, 2017 under Registration No. 319515K in favour of the Royal Bank of Canada with respect to the following property of Cros-Man Direct Underground Ltd.:

MONEYS OR AMOUNTS THAT MAY FROM TIME TO TIME BE ON DEPOSIT IN THE NAME OF DEBTOR WITH OR OWED TO DEBTOR BY SECURED PARTY, ROYAL BANK MORTGAGE CORPORATION, THE ROYAL TRUST COMPANY OR ROYAL TRUST CORPORATION OF CANADA OR ANY TWO OR MORE OF THEM, AND IN THE DEBTOR'S RIGHTS IN THOSE MONEYS OR THOSE AMOUNTS.
PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING INVENTORY AND EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS,

APPARATUS, PLANT, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND) BUT EXCLUDING CONSUMER GOODS), MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS AND SECURITIES.

6. A financing statement filed in the BC PPR on October 8, 2019 under Registration No. 817379L in favour of the Royal Bank of Canada with respect to the following property of Cros-Man Direct Underground Ltd.:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT). AN UNCRYSTALLIZED FLOATING CHARGE ON LAND OF THE DEBTOR AND ON ANY INTEREST OF THE DEBTOR IN THE LAND.

Schedule "E"

PERMITTED ENCUMBRANCES

1. A financing statement filed in the Manitoba Personal Property Registry ("MB PPR") on December 13, 2016 under Registration No. 201622774505 in favour of Caterpillar Financial Services Limited with respect to the following property of Cros-Man Direct Underground Ltd.:

ONE (1) CATERPILLAR 308E2CRSB HYDRAULIC EXCAVATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Serial Numbered Goods			
Serial Number	Category	Year	Description
CAT0308EHFJX06663	Motor Vehicle	2016	CATERPILLAR 308E2CRSB

2. A financing statement filed in the MB PPR on July 5, 2017 under Registration No. 201712015506 in favour of Caterpillar Financial Services Limited with respect to the following property of Cros-Man Direct Underground Ltd.:

ONE (1) CATERPILLAR 430F2IT BACKHOE LOADER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO THE ABOVEMENTIONED COLLATERAL AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL. PROCEEDS MEANS GOODS, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND INTANGIBLES.

Serial Numbered Goods			
Serial Number	Category	Year	Description
CAT0430FTLYE00155	Motor Vehicle	2015	CATERPILLAR 430F2IT

3. A financing statement filed in the MB PPR on March 26, 2018 under Registration No. 201805009000 in favour of De Lage Landen Financial Services Canada Inc. with respect to the following property of Cros-Man Direct Underground Ltd.:

All personal property of the debtor described herein by vehicle identification number or serial number, as applicable, wherever situated, together with all parts and accessories relating thereto, all attachments, accessories and accessions thereto or thereon, all replacements, substitutions, additions and improvements of all or any part of the foregoing and all proceeds in any form derived therefrom. Proceeds: all of the debtor's present and after acquired personal property which is derived, directly or indirectly, from any dealing with or disposition of the above-described collateral, including without limitation, all insurance and other payments payable as indemnity or compensation for loss or damage thereto, accounts, rents or other payments arising from the lease of the above-described collateral, goods, chattel paper, investment property, documents of title, instruments, money, cheques, deposits, securities and intangibles.

Serial Numbered Goods			
Serial Number	Category	Year	Description
1VR4100C4H1000372	Motor Vehicle	2017	VERMEER / D6X6

4. A financing statement filed in the MB PPR on May 14, 2018 under Registration No. 201808359508 in favour of Paccar Financial Ltd. and Paccar Financial Services Ltd. with respect to the following property of Cros-Man Direct Underground Ltd.:

2018 REBEL 113 BBL HURRICANE HYDRO-VAC SYSTEM HUR-886-04-18 WITH ALL ATTACHMENTS, ACCESSORIES AND ALL PROCEEDS THEREOF. CUMMINS X15 525, DUAL X 2, 3 FUEL TANKS, 18 SPD, FR 20K, RR 69K, ALUM WHEELS, DBL FRAME, EXTENDED DAY CAB, DIAMOND INT. EKW ADDONS \$3,700.00; NEW REBEL HYDROVAC

Serial Numbered Goods			
Serial Number	Category	Year	Description
1NKDX4EX1KR99751	Motor Vehicle	2019	KENWORTH T800
7			
HUR-886-04-18	Motor Vehicle	2018	REBEL 113 BBL HURRICANE HYDRO-VAC SYSTEM

5. A financing statement filed in the MB PPR on December 5, 2018 under Registration No. 201821819100 in favour of Meridian OneCap Capital Corp. and Brandt Finance Ltd. with respect to the following property of Cros-Man Direct Underground Ltd.:

VACUUM EXCAVATOR (S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Serial Numbered Goods			
Serial Number	Category	Year	Description
DWPFX65XHJ0000158	Motor Vehicle	2018	DITCH WITCH FX65