

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-  
LATIN AMERICA 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 Share Purchase Agreement dated October 11, 2019 (the "**Sale Agreement**") between Energold and Omniterra International Drilling Corp. (together, 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 shares described in the Sale Agreement (the "**Purchased Shares**").

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 Shares described in the Sale Agreement shall vest absolutely in Extract Advisors LLC (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 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 Shares are hereby expunged and discharged as against the Purchased Shares.
4. The Monitor is to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
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 past and current employees of each issuer of the Purchased Shares, 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 and the issuer of the Purchased Shares.
6. 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.

7. 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.

8. 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,

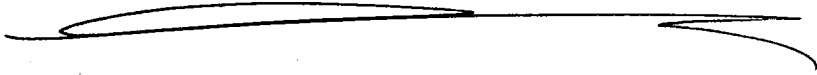
the vesting of the Purchased Shares in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor Petitioner and shall not be void or voidable by creditors of the Vendor Petitioner, nor shall it constitute or be deemed to be a transfer 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.

9. 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.

10. 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.

11. 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

*Milman, J.*

\_\_\_\_\_  
REGISTRAR

Schedule "A"

List of Counsel

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

**Schedule "B"**

**SALE AGREEMENT**

Please see attached.

**SHARE PURCHASE AGREEMENT  
STALKING HORSE BID  
(Latin America Unit – Energold Mexico, Energold Argentina et al.)**

**THIS AGREEMENT** is made the 11th day of October, 2019 between Energold Drilling Corp. (“**Energold**”) and Omniterra International Drilling Inc. (“**Omniterra**”), both with an address for notice at 1200 Waterfront Centre, 200 Burrard St., P.O. Box 48600, Vancouver, British Columbia, V7X 1T2 (together, 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 as issuer, 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 13<sup>th</sup>, 2019, the Supreme Court of British Columbia (the “**Court**”) made an order (the “**Initial Order**”) granting each of Energold, Cros-Man Direct Underground Ltd., EGD Services Ltd., Bertram Drilling Corp. and Omniterra (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 13<sup>th</sup>, 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 Energold’s direct and indirect wholly-owned subsidiaries, including the other Petitioners (collectively, the “**Energold Group**”);

C. The Vendor is the registered and beneficial owner of the shares (the “**Shares**”) in the capital of each issuer set out in **Schedule “A”** and **Schedule “C”** attached hereto (collectively, the “**Issuers**”, and each an “**Issuer**”), and each Issuer is a member of the Energold Group and has 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 Shares 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 Shares 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 Shares 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. SALE OF SHARES

On and subject to the terms and conditions set forth in this Agreement, at the Closing (as defined below), the Vendor hereby agrees to sell, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, all of the Vendor's right, title and interest in and to the Shares. In acquiring the Shares, the Purchaser hereby acknowledges, confirms and agrees that it is acquiring the Shares subject to all of the rights, liabilities, obligations, assets, properties and undertakings of each Issuer as of the Closing Date (as defined in Section 6(d)).

## 2. PURCHASE PRICE

### (a) Credit Bid Amount and Cash Purchase Price

- a. The purchase price payable by the Purchaser to the Vendor for the Shares of each issuer set out in **Schedule "A"** is CAD\$6,800,000, subject to any adjustments required by Section 2(c)a and Section 2(c)e (the "**Credit Bid Amount**") On the Closing Date, the Credit Bid Amount shall be paid by the Vendor to the Purchaser by applying a credit of the Credit Bid Amount, less the Estimated Priority Payment Amount, to the amount owing by the Vendor to the Purchaser as of the Closing Date.
- b. The purchase price payable by the Purchaser to the Vendor for the Shares of each issuer set out in **Schedule "C"** is CAD\$2,000, subject to any adjustments required by Section 2(c)a and Section 2(c)e (the "**Cash Purchase Price**"). The Cash Purchase Price 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. The Vendor shall instruct BLG to holding the Cash Purchase Price payment in escrow until the Closing, and upon the Occurrence of the Closing, the Closing Payment plus the Deposit shall be released from escrow and be fully earned and payable to the Vendor.

### (b) Priority Payment Amount and Adjustment

- a. 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 Latin America 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 BLG, to the account details set out in **Schedule "B"** attached hereto, at least one business day prior to the Closing Date.
- b. 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 Latin America Unit and its staff and personnel.

- c. 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.
- d. 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.
- e. 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.
- f. 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

- a. 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 Issuers' 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 Issuers 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 Issuers will be equal to the difference between the

aggregate Current Assets of the Issuers and the aggregate Current Liabilities of the Issuers; (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 accounts payable, trade payables and any other items considered current liabilities under, and each as determined in accordance with, ASPE, 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.

- b. 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 “**Closing Date Working Capital Statement**”) setting forth in reasonable detail the Vendor’s calculation of the Current Assets and the Current Liabilities of the Issuers, and a calculation of the Net Working Capital of the Issuers, in each case, as of immediately prior to the closing of the Sale Transaction, which shall be prepared in accordance with the Issuers’ 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 Issuers 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**”.
- c. 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.
- d. 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.

- e. The Credit Bid Amount and the Cash Purchase Price shall be adjusted by an amount equal to the Final Adjustment Amount, as allocated to the Shares purchased pursuant to Section 2(a)a and Section 2(a)b. If the Final Adjustment Amount is a positive number, then the Credit Bid Amount and the Cash Purchase Price shall be increased by the Final Adjustment Amount and the Purchaser shall after the final determination thereof apply the Final Adjustment Amount as a set-off against 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 and the Cash Purchase Price 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.

### 3. REPRESENTATIONS AND WARRANTIES OF VENDOR

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

- (a) Incorporation and Power. The Vendor and each Issuer is a corporation or analogous entity incorporated and validly existing under the laws of its jurisdiction of incorporation or formation, 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) Share Ownership. The Shares represent the percentage of the issued and outstanding shares in the capital of each Issuer as are set out in **Schedule "A" and Schedule "C"** attached hereto.
- (d) "As is, Where Is". The Shares 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 Shares or the state of the affairs of each Issuer, except to the extent expressly set forth in this Section 3.

#### 4. REPRESENTATIONS AND WARRANTIES OF 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.

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.

#### 5. CLOSING 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 Shares to the Purchaser, including:

- (a) the Sale Approval Order;
- (b) all corporate records and books of account of each Issuer that are in the possession of the Vendor;
- (c) to the extent the Shares are certificated:
  - ♂ (i) share certificate(s) in the name of the Vendor representing the Shares duly endorsed for transfer; or
  - ♂ (ii) share certificate(s) representing the Shares registered in the name of the Purchaser;

- (d) to the extent the Shares are uncertificated, evidence that all share registrations or other recordations have been made in accordance with applicable law to effect the transfer of the Shares to the Purchaser; and
- (e) such other instruments or documents that may be necessary to affect the transfer of the Shares from the Vendor to the Purchaser under the laws of any Issuer's jurisdiction of incorporation or formation.

## 6. CLOSING

- (a) The Parties' obligations to effect the Sale Transaction ("**Closing**") are subject to the satisfaction or waiver, at or 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, at or 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 5.
- (c) The Vendor's obligation to effect the Closing is subject to the satisfaction or waiver, at or prior to the Closing, of the condition that the Purchaser shall have deposited the Estimated Priority Payment with BLG in accordance with Section 2(c).
- (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 6(a), Section 6(b) and Section 6(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).

## 7. TERMINATION

- (a) This Agreement will automatically terminate if:
  - (i) the Vendor completes a 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 6(a), 6(b) and 6(c) above.
- (b) Notwithstanding Section 7(a), this Agreement may be terminated at any time prior to the Closing by mutual written consent of the Parties.

## 8. 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 Share Purchase Agreement as of the date first above written.

**Energold Drilling Corp.**, 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 Share Purchase Agreement as of the date first above written.

**Energold Drilling Corp.**, by its authorized signatory,

\_\_\_\_\_  
Name: Mark Berger  
Title: Chief Restructuring Officer

**Omniterra International Drilling Inc.**, 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

**SHARES TO BE ACQUIRED – CREDIT BID**

Issuer	Jurisdiction of Incorporation or Formation	Applicable Vendor	Number and Class of Shares	Certificate No. (if applicable)	Percentage of Total Issued and Outstanding Shares of Issuer
Omniterra International Drilling Inc.	British Columbia	Energold Drilling Corp.	50 Class B Common Shares	B-1 (under the Issuer's former corporate name, Kluane International Drilling Inc.)	
E. Drilling de Nicaragua S.A.	Nicaragua	Energold Drilling Corp.	98 Acciones Comunes y Nominativas	1	
Energold Argentina S.A.	Buenos Aires, Argentina	Energold Drilling Corp.	1,998 Acciones Ordinarias	1	
Energold de Colombia S.A.S.	Bogotá, Columbia	Energold Drilling Corp.	3,308,875 Acciones Ordinarias	DEFINITIVO No. 001	
Energold de Colombia S.A.S.	Bogotá, Columbia	Energold Drilling Corp.	428,125 Acciones Ordinarias	DEFINITIVO No. 002	
Energold de Colombia S.A.S.	Bogotá, Columbia	Energold Drilling Corp.	5,000 Acciones Ordinarias	DEFINITIVO No. 003	
Energold de México, S.A. de C.V.	México	Energold Drilling Corp.	49,999 acciones comunes, ordinarias, nominativas, Serie "A"	No. 1 C.F. "A"	
Energold de México, S.A. de C.V.	México	Energold Drilling Corp.	1,596,102 acciones comunes, ordinarias, nominativas, Serie B"	No. 1 C.V. "B"	

**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"

**SHARES TO BE ACQUIRED – CASH PURCHASE PRICE**

<b>Issuer</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Applicable Vendor</b>	<b>Number and Class of Shares</b>	<b>Certificate No. (if applicable)</b>	<b>Percentage of Total Issued and Outstanding Shares of Issuer</b>
OroEnergy S.A.	Chile	Energold Drilling Corp.	99 Common Shares		
Energold Drilling Dominicana S.R.L.	Dominican Republic	Energold Drilling Corp	49,999 Cuotas		

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

(LATIN AMERICA 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**

1. A financing statement filed in the British Columbia Personal Property Registry ("BC PPR") on November 17, 2011 under Registration No. 456163G and renewed on October 20, 2016 under Registration No. 609810J in favour of the Royal Bank of Canada with respect to the following property of Energold Drilling Corp.:

ALL PRESENT AND AFTER-ACQUIRED INTANGIBLES (INCLUDING ACCOUNT), INSTRUMENT, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) REPRESENTING AMOUNTS OWED OR OWING TO THE DEBTOR (OR IF THERE IS MORE THAN ONE DEBTOR, REPRESENTING AMOUNTS OWED OR OWING TO ANY ONE OR MORE OF THE DEBTORS) FROM BERTRAM DRILLING CORP. ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, SUBSTITUTIONS, CROPS, LICENCES, TRADE INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

2. A financing statement filed in the BC PPR on June 1, 2017 under Registration No. 045031K in favour of Extract Advisors LLC with respect to all the present and after-acquired personal property of Energold Drilling Corp.
3. A financing statement filed in the BC PPR on June 13, 2017 under Registration No. 070132K in favour of Export Development Canada with respect to all the present and after-acquired personal property of Energold Drilling Corp.

**Schedule "E"**

**PERMITTED ENCUMBRANCES**

**Nil.**