ARRANGEMENT AGREEMENT

1936003 ALBERTA LTD.

– and –

CANAMAX ENERGY LTD.

– and –

ENR PARTNERS LP

Dated as of December 4, 2015

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ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of December 4, 2015,

BETWEEN:

1936003 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta ("**AcquisitionCo**")

– and –

CANAMAX ENERGY LTD., a corporation existing under the laws of the Province of Alberta ("**Canamax**")

– and –

ENR PARTNERS LP, a limited partnership existing under the laws of the State of Delaware ("**ENR**")

WHEREAS AcquisitionCo proposes to acquire all of the issued and outstanding securities of Canamax (the "**Acquisition**");

AND WHEREAS the Parties intend to carry out the Acquisition by way of a plan of arrangement under section 193 of the ABCA (as defined herein) substantially on the terms and conditions set forth in the Plan of Arrangement (annexed hereto as Schedule "B");

AND WHEREAS the board of directors of Canamax, subject to abstentions of Conflicted Directors (as defined herein), has unanimously: (i) determined that the Arrangement (as defined herein) is in the best interests of Canamax; (ii) determined that the Arrangement is fair to the Canamax Shareholders (as defined herein), other than the On-Going Shareholders (as defined herein) and the Non-Resident Fund (as defined herein); (iii) approved the Arrangement, this Agreement (as defined herein) and the transactions contemplated hereby; and (iv) resolved to recommend that the Voting Securityholders vote in favor of the Arrangement;

AND WHEREAS concurrently with the execution of this Agreement, and as a condition of, and inducement to, the willingness of AcquisitionCo to enter into this Agreement, all of Canamax's directors and officers and certain Canamax Securityholders (as defined herein) have entered into Lock-Up Agreements (as defined herein) with AcquisitionCo;

AND WHEREAS the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the Acquisition;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions

In this Agreement:

"**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9;

"**Acquisition**" has the meaning ascribed thereto in the recitals;

"**Acquisition Proposal**" means any proposal, inquiry or offer (written or oral) from any third party or group relating to:

(a) any merger, consolidation, amalgamation, take-over bid, tender offer, exchange offer, arrangement, business combination, joint venture, reorganization, recapitalization, liquidation, dissolution, share exchange, spin-off or sale of assets (including any lease, long-term supply agreement or other arrangement having the same economic effect as a sale of assets) involving or relating to Canamax and/or the Canamax Subsidiaries;

(b) any purchase or sale of shares or other securities of Canamax and/or the Canamax Subsidiaries and/or any right or interests therein;

(c) any voting agreement, trust, partnership, proxy or other arrangement with respect to Canamax and/or the Canamax Subsidiaries; or

(d) any transactions or arrangements similar to, or having the same effect or consequences, as the foregoing,

which, in each case, in one or a series of related transactions, represents:

(e) 20% or more of the voting or equity securities of Canamax (in terms of number of securities or voting power); or

(f) 20% or more of the consolidated assets, consolidated revenue or consolidated income of Canamax and/or the Canamax Subsidiaries (taken as a whole),

excluding the Arrangement and the transactions contemplated hereby;

"**AcquisitionCo**" has the meaning ascribed thereto in the recitals;

"**affiliate**" has the meaning ascribed thereto in the Securities Act;

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**" and "**hereof**" and similar expressions refer to this arrangement agreement as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and, where applicable, to the Schedules hereto;

"**Arrangement**" means the arrangement under the provisions of section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the provisions of this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Arrangement Resolution**" means the special resolution to approve the Arrangement to be presented to the Voting Securityholders at the Canamax Meeting, substantially in the form set forth in Schedule "A" hereto;

"**Articles of Arrangement**" means the articles of arrangement of Canamax in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been granted giving effect to the Arrangement;

"**associates**" has the meaning ascribed thereto in the Securities Act;

"**Board**" means the board of directors of Canamax, as constituted from time to time, but excluding, where the context requires, the Conflicted Directors;

"**business day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta or Dallas, Texas;

"**Canamax**" has the meaning ascribed thereto in the recitals;

"**Canamax Assets**" means all of the assets, properties, Permits, rights or other privileges (whether contractual or otherwise) of Canamax and the Canamax Subsidiaries;

"**Canamax Circular**" means the notice of the Canamax Meeting and the accompanying Canamax information circular, including all schedules, appendices and exhibits thereto, to be sent to the Canamax Securityholders in connection with the Canamax Meeting, as amended, supplemented or otherwise modified;

"**Canamax Employees**" means all employees of Canamax;

"**Canamax Executive Agreements**" means the separate executive employment agreements between Canamax and the executive officers and members of senior management of Canamax as set forth in the Disclosure Letter;

"**Canamax Financial Statements**" means the audited consolidated annual financial statements of Canamax as at and for the ten months ended December 31, 2014 together with the notes thereto and the auditor's report thereon, and the unaudited condensed interim financial statements of Canamax for the three and nine months ended September 30, 2015 together with the notes thereto;

"**Canamax Forward-Looking Information**" has the meaning ascribed thereto in Section 3.1(l)**;**

"**Canamax Interests**" has the meaning ascribed thereto in Section 3.1(ee);

"**Canamax Leases**" means all leases, licenses, Permits, concessions, agreements, contracts, subleases, reservations or other agreements pursuant to which Canamax and/or any of the Canamax Subsidiaries holds the Canamax Interests;

"**Canamax Meeting**" means the special meeting or meetings of the Voting Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with this Agreement and the Interim Order to consider the Arrangement Resolution;

"**Canamax Net Debt**" means the aggregate of the Canamax Working Capital Deficit and the short-term, long-term bank and other interest-bearing Indebtedness of Canamax, less any cash and cash equivalents;

"**Canamax Optionholders**" means the holders of Canamax Options;

"**Canamax Options**" means the options to purchase Common Shares granted under the Canamax Stock Option Plan;

"**Canamax's Organizational Documents**" means, collectively (i) the articles of amalgamation of Canamax dated July 30, 2015, (ii) by-law no. 1 of Canamax dated February 2, 2007 and (iii) by-law no. 2 of Canamax dated August 25, 2015;

"**Canamax Plans**" means all employment, health, welfare, supplemental unemployment benefit, bonus, profit sharing, option, stock appreciation, savings, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation, equity, equity-based, disability, pension, retirement or supplemental retirement plans and other employee or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of directors or former directors of Canamax, the Canamax Employees or former Canamax Employees, which are maintained by or binding upon Canamax, or in respect of which Canamax has any actual or potential liability or to which Canamax contributes or is or was at any time required to contribute;

"**Canamax's Public Disclosure Record**" means all documents filed by or on behalf of Canamax on SEDAR under Canamax's profile since June 1, 2013;

"**Canamax Reserves Report**" means the independent engineering evaluation dated March 3, 2015 of Canamax's oil, natural gas liquids and natural gas reserves prepared by GLJ effective December 31, 2014;

"**Canamax Securities**" means, collectively, the Common Shares, the Canamax Options and the Canamax Warrants;

"**Canamax Securityholders**" means, collectively, the Canamax Shareholders, the Canamax Optionholders and the Canamax Warrantholders;

"**Canamax Shareholders**" means the holders of the Common Shares;

"**Canamax Stock Option Plan**" means the stock option plan of Canamax, as amended from time to time;

"**Canamax Subsidiaries**" means, collectively, Trilateral Energy USA Inc., incorporated on November 7, 2011 pursuant to the laws of the State of Delaware, U.S.A., and TIBL's wholly-owned subsidiary, Trilateral Energy (Barbados) Ltd., incorporated on June 23, 2011 pursuant to the Companies Act of Barbados;

"**Canamax Warrant Indentures**" means the warrant indentures dated April 30, 2014 and May 15, 2014 and a supplemental warrant indenture dated August 22, 2014, between Canamax and Computershare Trust Company of Canada, as the warrant agent, providing for the issue of the Canamax Warrants;

"**Canamax Warrantholders**" means the holders of Canamax Warrants;

"**Canamax Warrants**" means the Common Share purchase warrants issued pursuant to the Canamax Warrant Indentures;

"**Canamax Working Capital Deficit**" means current liabilities less current assets, all as determined in accordance with GAAP;

"**Cash Consideration**" means the cash amount to be paid for each Common Share, other than Common Shares held by On-Going Shareholders and the Non-Resident Fund, pursuant to the terms of the Arrangement, being $0.67 per Common Share;

"**Certificate of Arrangement**" means the certificate or proof of filing to be issued by the Registrar pursuant to subsection 193(11) or subsection 193(12) of the ABCA in respect of the Articles of Arrangement giving effect to the Arrangement;

"**Closing Date**" has the meaning ascribed thereto in Section 2.4;

"**Common Shares**" means the common shares in the capital of Canamax;

"**Confidentiality Agreement**" means the confidentiality agreement between Canamax and Edge Natural Resources LLC dated May 8, 2015;

"**Conflicted Directors**" means directors of Canamax who have declared a conflict of interest in respect of the Acquisition pursuant to subsection 120(1) of the ABCA;

"**Contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding or other right or obligation (written or oral) to which Canamax or any of the Canamax Subsidiaries is a party or by which Canamax or any of the Canamax Subsidiaries is bound or affected or to which any of the Canamax Assets is subject, other than, in each case, the Canamax Plans;

"**Court**" means the Court of Queen's Bench of Alberta;

"**Depositary**" means such person as AcquisitionCo may appoint to act as depositary for the Canamax Securities in relation to the Arrangement, with the approval of Canamax, acting reasonably;

"**Designated Officers**" means, collectively, Brad Gabel and Chris Martin;

"**disclosed in writing**" means actually disclosed in writing by Canamax to AcquisitionCo or its representatives or advisors in the Disclosure Letter, the Due Diligence Materials or in Canamax's Public Disclosure Record;

"**Disclosure Letter**" means the disclosure letter dated the date hereof from Canamax to AcquisitionCo as amended, supplemented or otherwise agreed to between Canamax and AcquisitionCo;

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement and the Interim Order;

"**Due Diligence Materials**" means the information contained in the files, reports, data, documents and other materials relating to Canamax and the Canamax Subsidiaries as provided either in physical form or in electronic form, in each case provided by Canamax or its representatives or advisors to AcquisitionCo or its representatives or advisors on or before the execution of this Agreement;

"**Effective Date**" means the date shown on the Certificate of Arrangement;

"**Effective Time**" has the meaning ascribed thereto in the Plan of Arrangement;

"**Employee Obligations**" means any obligations or liabilities of Canamax to pay any amount to or on behalf of its directors, officers, consultants or employees for (i) change of control payments triggered by the Acquisition or (ii) severance or termination payments resulting solely from a termination of employment in connection with a change of control of Canamax, but does not include (A) any obligation or liability for salary, accrued bonuses, benefits, vacation pay and directors' fees in the ordinary course, in each case in amounts consistent with historic practices; and (B) payments in respect of the Canamax Plans;

"**ENR**" has the meaning ascribed thereto in the recitals;

"**Environment**" means the natural environment (including soil, land surface or subsurface strata), surface waters, groundwater, sediment, ambient air (including all layers of the atmosphere), organic and inorganic matter and living organisms, and any other environmental medium or natural resource and all sewer systems;

"**Environmental Laws**" means all Laws relating in full or in part to the protection or reclamation of the Environment, abandonment and reclamation of oil and gas related assets and facilities, noise control, pollution and employee and public health and safety, and includes those Laws relating to the storage, generation, production, installation, use, handling, manufacture, processing, labeling, advertising, sale, display, transportation, treatment, Release and disposal of, and exposure to, Hazardous Substances;

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

"**Expense Reimbursement**" has the meaning ascribed thereto in Section 7.4(a);

"**Fairness Opinion**" means the opinion from the Financial Advisor to the Board as to the fairness, from a financial point of view, of the Cash Consideration being offered under the Arrangement to the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund;

"**Final Order**" means the final order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"**Financial Advisor**" has the meaning ascribed thereto in Section 3.1(a);

"**GAAP**" means generally accepted accounting principles as contemplated by the Handbook of the Canadian Institute of Chartered Accountants;

"**GLJ**" means GLJ Petroleum Consultants Ltd., independent oil and natural gas reservoir engineers of Calgary, Alberta;

"**Governmental Entity**" means (a) any multinational, federal, provincial, territory, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, commission, agency, board, agent or authority of any of the foregoing, (c) the Exchange, or (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**Hazardous Substances**" means any waste or other substance that is prohibited, listed, defined, judicially interpreted, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials or any substance which is deemed under such Environmental Laws to be deleterious to the Environment or worker or public health and safety;

"**including**" means including without limitation, and "**include**" and "**includes**" have corresponding meanings;

"**Indebtedness**" means, with respect to any person, without duplication, (a) indebtedness of such person for borrowed money, secured or unsecured, (b) every obligation of such person evidenced by bonds, debentures, notes, derived obligations or other similar instruments, (c) every obligation of such person to pay the deferred purchase price of property or services, except trade accounts payable and other current liabilities arising in the ordinary course of business, (d) every obligation of such person under purchase money mortgages, conditional sale agreements or other similar instruments relating to purchased property or assets, (e) every capitalized or non-consolidated lease obligation of such person, (f) every obligation of such person under Swaps (valued at the termination value thereof), (g) every obligation of such person, contingent or otherwise, under acceptance credit, letters of credit or similar facilities, and (h) every obligation of the type referred to above of any other person, the payment of which such person has guaranteed or for which such person is otherwise responsible or liable;

"**Interim Order**" means the interim order of the Court under subsection 193(4) of the ABCA, as contemplated by Section 2.3 *[Interim Order]* providing for, among other things, the calling and holding of the Canamax Meeting, as the same may be amended by the Court;

"**Investment Agreements**" means the letter agreements dated the date hereof between AcquisitionCo, on the one hand, and, on the other, each of (a) the On-Going Shareholders and (b) and the Non-Resident Fund, with respect to the exchange of Canamax Securities for, or the investment after the Effective Time in, AcquisitionCo and the Partnership (as defined in the Plan of Arrangement) and other matters relating thereto;

"**Law**" or "**Laws**" means all laws (including common law), statutes, by-laws, rules, regulations, principles of law and equity, orders, codes, protocols, guidelines, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "**applicable**" with respect to such Laws (including Environmental Laws and Securities Laws) and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or Parties or its business, undertaking, property or securities and emanate from a person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

"**Legal Actions**" means all claims, actions, enquiries, applications, suits, demands, arbitrations, charges, indictments, hearings or other civil, criminal, administrative or investigative proceeding, or other investigations or examinations;

"**Liens**" means any mortgage, charge, hypothec, prior claim, lien, pledge, assignment for security, security interest, guarantee, right of third parties or other encumbrance, or any collateral securing the payment obligations of any person, as well as any other agreement or arrangement with any similar effect whatsoever;

"**Lock-Up Agreements**" means the agreements to vote in favor of the Arrangement Resolution from each of Canamax's directors and officers and from certain Canamax Securityholders, substantially in the form set forth in Schedule "C" hereto;

"**Matching Period**" has the meaning ascribed thereto in Section 7.2(g)(v);

"**Material Adverse Effect**" means, with respect to Canamax, any fact or state of facts, circumstance, change, effect or occurrence that individually is or in the aggregate are, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise), cash flows or value of Canamax and the Canamax Subsidiaries (taken as a whole), other than any fact or state of facts, circumstance, change, effect or occurrence resulting from or arising in connection with:

(a) any matter which has, prior to the date hereof, been publicly disclosed or disclosed in writing to AcquisitionCo;

(b) conditions affecting the oil and gas exploration, exploitation, development and production industry as a whole;

(c) general political, economic, financial, currency exchange, securities, credit or commodity market conditions in Canada, the United States or elsewhere;

(d) changes in the market price of crude oil or natural gas or related hydrocarbons;

(e) the announcement of the execution of this Agreement or the transactions contemplated hereby;

(f) any adoption, proposal, implementation or change in applicable Laws or any interpretation or administration of applicable Laws by any Governmental Entity , or any change in GAAP;

(g) the failure of Canamax to meet any internal or published projections, forecasts or estimates of revenues, earnings, cash flow or production of petroleum substance for any period ending on or after the date of this Agreement (provided, however, that the causes underlying such failure may be considered to determine whether such causes constitute a Material Adverse Effect);

(h) any changes in the trading price or trading volumes of the Common Shares (provided, however, that the causes underlying such changes may be considered to determine whether such causes constitute a Material Adverse Effect);

(i) terrorism, war (whether or not declared), armed hostilities, riots, insurrection, civil disorder, military conflicts, political instability or other armed conflict, national calamity, natural disaster, crisis or emergency or any response by a Governmental Entity to any of the foregoing;

(j) any litigation or claim threatened or initiated by Canamax Securityholders against Canamax or any of its directors and officers, in each case, arising out of the execution of this Agreement or the transactions contemplated hereby;

(k) any action taken by Canamax which is required to be taken pursuant to this Agreement or any actions taken (or omitted to be taken) upon the request of AcquisitionCo; or

(l) any exercise of Dissent Rights;

(and where, in the case of (b), (c), (d), (f) and (i), such effect relating to or resulting from the foregoing does not: (i) primarily relate to (or have the effect of primarily relating to) Canamax and the Canamax Subsidiaries (taken as a whole); or (ii) have a materially disproportionate effect on Canamax and the Canamax Subsidiaries (taken as a whole) as compared to the corresponding effect on persons in comparable situations engaged in the oil and gas exploration, exploitation, development and production industry generally and references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Material Adverse Effect" has occurred;

"**material fact**" has the meaning ascribed thereto in the Securities Act;

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions*;

"**misrepresentation**" has the meaning ascribed thereto in the Securities Act;

"**Mutual Releases**" has the meaning ascribed thereto in Section 7.11 *[Resignations]*;

"**Non-Resident Fund**" has the meaning ascribed thereto in the Plan of Arrangement;

"**On-Going Shareholders**" has the meaning ascribed thereto in the Plan of Arrangement;

"**Option Exercise and/or Surrender Agreement**" means the agreement to be entered into by each holder of Canamax Options with Canamax and AcquisitionCo pursuant to which each such holder consents to the exercise and/or surrender of his respective Canamax Options immediately prior to the Effective Time;

"**Outside Date**" means February 29, 2016, or such later date as AcquisitionCo and Canamax may agree in writing;

"**Parties**" means, collectively, AcquisitionCo, Canamax and ENR, and "**Party**" means any one of AcquisitionCo, Canamax or ENR;

"**Permit**" means any license, permit, certificate, franchise, consent, order, grant, easement, variance, covenant, approval, classification, registration, exemption or other authorization of and from any person, including any Governmental Entity;

"**Permitted Liens**" means:

(a) easements, rights of way, servitudes and similar rights in land, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables, in existence on the date of this Agreement;

(b) the right reserved to or vested in any Governmental Entity by any statutory provision or the terms of any lease or Permit forming part of the Canamax Assets, to terminate any lease or Permit, or to require annual or other periodic payments as a condition of their continuance;

(c) the right of general application reserved to or vested in any Governmental Entity to levy taxes or royalties on petroleum and natural gas substances or the revenue from them, and governmental restrictions on production rates or on the operation of any property or otherwise affecting the value of any property;

(d) the terms and conditions of the Canamax Leases and any joint operating, unit or similar agreements;

(e) rights reserved to or vested in any Governmental Entity to control or regulate the Canamax Assets in any manner;

(f) Liens for Taxes, assessments, governmental charges or royalties which are not due or which are due and that are being appealed;

(g) the right reserved or vested in any person to create or incur a Lien that is a mechanics' lien, builders' lien or materialmen's lien in respect of services rendered or goods supplied but only to the extent such lien relates to goods or services for which payment is not due;

(h) Liens incurred or created as security in favour of a person conducting the development or operation of any part of Canamax's oil and gas assets, for Canamax's proportionate share of the costs and expenses of such development or operation;

(i) the reservations, limitations, provisos and conditions in any grant, as amended from time to time, from the applicable Governmental Entity of any of the lands or contracts forming part of the Canamax Assets or interests in them and statutory exceptions to title;

(j) Liens incurred, created and granted in the ordinary course of business to a public utility, municipality or Governmental Entity in connection with operations conducted with respect to the Canamax Assets, but only to the extent those Liens relate to costs and expenses for which payment is not due;

(k) any overriding royalties, net profits interests or other Liens applicable to the interests of Canamax or the Canamax Subsidiaries in their respective petroleum and natural gas rights and Canamax Leases and all related tangibles, equipment, facilities and miscellaneous interests as taken into account in the third party reserve reports related to the Canamax Assets; and

(l) Permitted Encumbrances (as that term is defined in the Credit Facilities offer letter dated June 16, 2015, between Canamax and National Bank of Canada, to the extent not already provided for by paragraphs (a) to (k) of this definition of Permitted Liens);

"**person**" includes an individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Plan of Arrangement**" means the plan of arrangement substantially in the form set forth in Schedule "B" hereto and any amendments or variations thereto made in accordance with the provisions of the Plan of Arrangement or made at the direction of the Court with the consent of Canamax and AcquisitionCo, each acting reasonably;

"**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in Section 5.2;

"**Process Agent**" has the meaning ascribed thereto in Section 9.2;

"**Record Date**" means the record date determined for the Voting Securityholders to vote at the Canamax Meeting;

"**Registrar**" means the Registrar of Corporations duly appointed under section 263 of the ABCA;

"**Regulatory Approvals**" means those determinations (actual or deemed), sanctions, rulings, waivers, consents, filings, orders, registrations, exemptions, decisions, certificates, permits, no action letters and other approvals of (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), or any registration or filing with, any Governmental Entities required in connection with the Arrangement;

"**Release**" has the meaning prescribed in any Environmental Law and includes any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, migration, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into the Environment;

"**Returns**" means all returns, reports, filings, forms, elections, designations, notices, schedules, statements, estimates, declarations of estimated tax, information statements and returns, including any amendments, attachments, appendices and exhibits thereto, made, prepared, filed or required to be filed with a Governmental Entity with respect to Taxes;

"**Securities Act**" means the Securities Act, R.S.A. 2000, c. S-4;

"**Securities Authorities**" means the Exchange and the securities commissions and other securities regulatory authorities in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia and the Yukon;

"**Securities Laws**" means the Securities Act, all other applicable Canadian securities laws and all rules and regulations and published policies thereunder;

"**Securityholders' Vote**" has the meaning ascribed thereto in Section 2.3(d);

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**subsidiary**" has the meaning ascribed thereto in the Securities Act;

"**Superior Proposal**" means an unsolicited bona fide written Acquisition Proposal made after the date of this Agreement by a third party or group:

(a) to acquire not less than all of the outstanding Common Shares or all or substantially all of the Canamax Assets;

(b) that complies with all Securities Laws;

(c) that is not subject to a financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Board, acting in good faith (after receipt of advice from its financial advisor(s) and outside legal counsel) to have been obtained or is reasonably likely to be obtained;

(d) is not subject to a due diligence and/or access condition that would allow greater access to the books, records or personnel of Canamax or the Canamax Subsidiaries than was made available to AcquisitionCo prior to the date of this Agreement;

(e) that the Board and any relevant committee thereof has determined in good faith (after receipt of advice from its financial advisor(s) and outside legal counsel) is reasonably capable of completion without undue delay taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal; and

(f) in respect of which the Board and/or any relevant committee thereof determines in good faith (after receipt of advice from its financial advisor(s) with respect to (B) below and outside legal counsel with respect to (A) below) that (A) the failure to recommend such Acquisition Proposal to the Canamax Shareholders would be inconsistent with its fiduciary duties under applicable Laws and (B) such Acquisition Proposal would, if consummated in accordance with its terms, result in a transaction more favourable to the Canamax Shareholders other than the On-Going Shareholders and the Non-Resident Fund, from a financial point of view, than the Arrangement, including any adjustment to the terms and conditions of the Arrangement proposed by AcquisitionCo pursuant to Section 7.2 *[Non-Solicitation]* of this Agreement;

"**Superior Proposal Notice**" shall have the meaning ascribed thereto in Section 7.2(g)(iii);

"**Swaps**" means any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, hedge, commodity option, equity or equity index swap, equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, forward sale, exchange traded futures contract or any other similar transaction (including any option with respect to any of these transactions or any combination of these transactions);

"**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.);

"**Tax**" or "**Taxes**" means (i) any and all domestic and foreign federal, state, provincial, territorial, municipal and local taxes, assessments and other governmental charges, duties, impositions and liabilities imposed by any Governmental Entity, including Canada Pension Plan and provincial pension plan contributions, installments, unemployment insurance contributions and employment insurance contributions, worker's compensation and deductions at source, including taxes based on or measured by gross receipts, gross income, net income, profits, sales, capital, use and occupation, and including goods and services, harmonized value added, ad valorem, transfer, franchise, withholding, customs, payroll, stamp, recapture, premium, windfall profits, employment, excise and property duties and taxes, together with any interest, penalties, fines and additions imposed with respect to such amounts and (ii) any liability for the payment of any amount of the type described in the immediately preceding clause (i) as a result of being a "transferee" (within the meaning of section 160 of the Tax Act or any other similar applicable Law) of another person or a member of a related, non-arm's length, affiliated or combined group;

"**Termination Fee**" has the meaning ascribed thereto in Section 7.3 *[Agreement as to Damages]*;

"**Transferred Information**" means the personal information (namely, information about an identifiable individual other than their business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as an employee or an official of an organization and for no other purpose) to be disclosed or conveyed to one Party or any of its representatives or agents (a "**Recipient**") by or on behalf of another Party (a "**Disclosing Party**") as a result of or in conjunction with the transactions contemplated hereby, and includes all such personal information disclosed to the Recipient prior to the execution of this Agreement;

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*; and

"**Voting Securityholders**" means, collectively, the Canamax Shareholders and the Canamax Warrantholders.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.3 Interpretation

In this Agreement words importing the singular number include the plural and vice versa, and words importing any gender include all genders. The term "third party" means any person other than Canamax, AcquisitionCo or ENR and their respective affiliates.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a business day, such action shall be required to be taken on the next succeeding day that is a business day.

1.5 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.6 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.7 Accounting Principles

All accounting terms used in this Agreement are to be interpreted in accordance with GAAP and all determinations of an accounting nature in respect of Canamax required to be made shall be made in a manner consistent with GAAP.

1.8 Knowledge

In this Agreement, references to "the knowledge of Canamax" means the actual knowledge of each of the Designated Officers, after due and diligent inquiry but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge.

1.9 Interpretation Not Affected by Party Drafting

The Parties acknowledge that their respective legal counsel have reviewed and participated in negotiating, drafting and settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

1.10 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form an integral part hereof:

Schedule "A" – Special Resolution of the Voting Securityholders
Schedule "B" – Plan of Arrangement
Schedule "C" – Form of Lock-Up Agreement

ARTICLE II
THE ARRANGEMENT

2.1 Arrangement

AcquisitionCo and Canamax agree that the Arrangement shall be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement.

2.2 Implementation Steps by Canamax

Subject to the terms and conditions of this Agreement, Canamax covenants in favor of AcquisitionCo that Canamax shall:

(a) subject to the terms of this Agreement, as soon as reasonably practicable, but in any event in sufficient time to hold the Canamax Meeting in accordance with Section 2.2(b), apply in a manner reasonably acceptable to AcquisitionCo under section 193 of the ABCA for the Interim Order and shall make such application on or before January 25, 2016;

(b) subject to the terms of this Agreement and in accordance with the Interim Order, as soon as reasonably practicable (and Canamax shall do so by February 26, 2016), convene and hold the Canamax Meeting for the purpose of considering the Arrangement Resolution in accordance with the Interim Order, Canamax's Organizational Documents and applicable Laws;

(c) unless this Agreement shall have been terminated in accordance with Section 8.2 *[Termination]*, not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Canamax Meeting or fail to put the Arrangement Resolution before the Voting Securityholders for their consideration without AcquisitionCo's prior written consent except as required for quorum purposes (in which case the Canamax Meeting shall be adjourned and not cancelled) or as required by Law or a Governmental Entity);

(d) solicit from the Voting Securityholders proxies in favour of the approval of the Arrangement Resolution (which may include the engagement by Canamax of a proxy solicitation agent to solicit proxies if requested by AcquisitionCo and agreed to by

Canamax) and against any resolution that is inconsistent with the Arrangement Resolution and the completion of the transactions contemplated hereby, and through the Board, recommend that the Voting Securityholders vote in favour of the Arrangement;

(e) subject to obtaining such approvals as are required by the Interim Order and if the Arrangement Resolution is passed at the Canamax Meeting, proceed with and diligently pursue the application to the Court for the Final Order not later than three business days after the Arrangement Resolution is passed at the Canamax Meeting and thereafter use its reasonable commercial efforts to obtain the Final Order; and

(f) subject to obtaining the Final Order, (i) file the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement with the Registrar and (ii) obtain the Certificate of Arrangement from the Registrar.

2.3 Interim Order

The notice of originating application for the Interim Order referred to in Section 2.2(a) shall request that the Interim Order provide, among other things:

(a) for the calling and holding of the Canamax Meeting, including the confirmation of the Record Date for determining the classes of persons to whom notice is to be provided in respect of the Arrangement and the Canamax Meeting and for the manner in which such notice is to be provided;

(b) that the Canamax Shareholders shall be entitled to vote with respect to the Arrangement Resolution, with each Canamax Shareholder being entitled to one vote for each Common Share held;

(c) that the Canamax Warrantholders shall be entitled to vote with respect to the Arrangement Resolution, with each Canamax Warrantholder being entitled to one vote for each Canamax Warrant held;

(d) that, subject to the approval of the Court, the requisite approval for the Arrangement Resolution by the Voting Securityholders shall be: (i) at least 66 2/3% of the votes cast on the Arrangement Resolution by the Voting Securityholders present in person or represented by proxy at the Canamax Meeting (with the Canamax Shareholders and the Canamax Warrantholders voting together as a single class); and (ii) a majority of the votes cast on the Arrangement Resolution by the Voting Securityholders present in person or represented by proxy at the Canamax Meeting (with the Canamax Shareholders and the Canamax Warrantholders voting together as a single class), excluding those votes required to be excluded pursuant to MI 61-101 (such approval described in this Section 2.3(d), the "**Securityholders' Vote**");

(e) that the terms, restrictions and conditions of Canamax's Organizational Documents, including quorum requirements and all other matters, shall apply in respect of the Canamax Meeting;

(f) for the grant of the Dissent Rights to registered Canamax Shareholders in the manner contemplated in the Plan of Arrangement;

(g) for the notice requirements with respect to the presentation of the application to the Court for a Final Order;

(h) that the Canamax Meeting may be adjourned or postponed from time to time in accordance with this Agreement without the need for additional approval by the Court; and

(i) for such other matters as AcquisitionCo may reasonably require, subject to the prior written consent of Canamax, such consent not be unreasonably withheld or delayed.

2.4 Filing Articles of Arrangement and Issuance of Certificate of Arrangement

As soon as is reasonably practicable, but in no event later than the third business day after the satisfaction or waiver (subject to applicable Laws) of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Closing Date, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Closing Date) set forth in Article VI *[Conditions]*, and unless another time or date is agreed to in writing by the Parties (the "**Closing Date**"), Canamax shall send to the Registrar the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement and the Registrar shall then issue the Certificate of Arrangement giving effect to the Arrangement. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective on, and be binding on and after, the Effective Time.

2.5 Closing

The closing of the transactions contemplated hereby and by the Arrangement will take place at the offices of Bennett Jones LLP, in Calgary, Alberta, Canada, on the Closing Date.

2.6 Circular

Subject to compliance with Section 2.7 *[Preparation of the Canamax Circular]*, as promptly as reasonably practicable after the execution and delivery of this Agreement, Canamax shall prepare the Canamax Circular together with any other documents required by the Securities Laws or other applicable Laws in connection with the Canamax Meeting required to be filed or prepared by Canamax, and, subject to Section 2.7(b), as promptly as is reasonably practicable after the execution and delivery of this Agreement (and Canamax shall do so by February 1, 2016), Canamax shall, unless otherwise agreed by the Parties, cause the Canamax Circular and other documentation required in connection with the Canamax Meeting to be sent or delivered to the Canamax Securityholders and be filed as required by the Interim Order and applicable Laws. The Canamax Circular shall state that the Board has, subject to abstentions of Conflicted Directors, unanimously: (i) determined that the Arrangement is in the best interests of Canamax; (ii) determined that the Arrangement is fair to the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund; (iii) approved the Arrangement, this Agreement and the transactions contemplated hereby; and (iv) resolved to recommend that the Voting Securityholders vote in favor of the Arrangement.

2.7 Preparation of the Canamax Circular

(a) The Parties shall cooperate in the preparation, filing and mailing of the Canamax Circular. Canamax shall promptly provide AcquisitionCo and its representatives with a reasonable opportunity to review and comment on the Canamax Circular, including by providing on a timely basis a description of any information required to be supplied by AcquisitionCo for inclusion in the Canamax Circular, prior to its mailing to the Canamax

Securityholders and filing in accordance with the Interim Order and applicable Laws and shall accept the reasonable comments of AcquisitionCo and its legal counsel with respect to any such information required to be supplied by AcquisitionCo and included in the Canamax Circular and any other matters described in the Canamax Circular.

(b) AcquisitionCo shall provide Canamax with any information for inclusion in the Canamax Circular that may be required under applicable Laws and/or is reasonably requested by Canamax.

(c) Canamax shall ensure that the Canamax Circular (other than disclosure relating to and provided by AcquisitionCo) complies with the Interim Order and all applicable Laws and, without limiting the generality of the foregoing, that the Canamax Circular does not, at the time of mailing the Canamax Circular, contain any misrepresentation (other than with respect to any information relating to and provided by AcquisitionCo).

(d) AcquisitionCo shall ensure that the information provided by it for inclusion in the Canamax Circular (which information shall be limited to that provided by written document and identified for inclusion in the Canamax Circular) does not, at the time of the mailing the Canamax Circular, contain any misrepresentation.

(e) Each of the Parties shall promptly notify the other Parties if at any time before the Effective Time it becomes aware that the Canamax Circular, an application for a Regulatory Approval or any other order, registration, consent, filing, ruling, exemption, no action letter or other approval, any circular or other filing under applicable Laws contains a misrepresentation, or of information that otherwise requires an amendment or supplement to the Canamax Circular, such circular or filing, and the Parties shall cooperate in the preparation of such amendment or supplement as required, including the distribution and filing of such amendment or supplement by Canamax.

(f) Canamax will promptly inform AcquisitionCo of any requests or comments made by Securities Authorities in connection with the Canamax Circular. Each of the Parties will cooperate with the other Parties and shall diligently do all such acts and things as may be necessary in the manner contemplated in the context of the preparation of the Canamax Circular and use its reasonable commercial efforts to resolve all requests or comments made by Securities Authorities with respect to the Canamax Circular and any other required filings under applicable Securities Laws as promptly as practicable after receipt thereof.

2.8 Court Proceedings

Canamax shall provide AcquisitionCo and its legal counsel with a reasonable opportunity to review and comment upon drafts of the Interim Order, the Final Order and all other material to be filed with the Court in connection with the Arrangement, including by providing on a timely basis a description of any information required to be supplied by AcquisitionCo for inclusion in such material, prior to the service and filing of that material, and shall accept the reasonable comments of AcquisitionCo and its legal counsel with respect to any such information required to be supplied by AcquisitionCo and included in such material and any other matters contained therein. Canamax shall ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. In addition, Canamax shall not object to legal counsel to AcquisitionCo making such submissions on the application for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided such submissions are consistent with this

Agreement and the Plan of Arrangement and provided further that Canamax and its legal counsel are advised of the nature of any such submissions prior to the hearing. Canamax shall also provide legal counsel to AcquisitionCo on a timely basis with copies of any notice and evidence served on Canamax or its legal counsel in respect of the application for the Final Order or any appeal therefrom and any notice, written or oral, indicating the intention of any person to appeal or oppose the granting of the Interim Order or the Final Order. Subject to applicable Laws, Canamax shall not file any material with, or make any submissions to, the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except as contemplated hereby or with AcquisitionCo's prior written consent, such consent not to be unreasonably withheld or delayed; provided that nothing herein shall require AcquisitionCo to agree or consent to any increased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases AcquisitionCo's obligations set forth in any such filed or served materials or under this Agreement.

2.9 Public Communications

The Parties shall advise, consult and cooperate with each other prior to issuing, or permitting any of its directors, officers, employees or agents to issue any news releases or otherwise make public statements with respect to this Agreement, the Arrangement and/or the transactions with respect thereto from the date hereof until the Effective Time. The Parties shall not issue any such news releases or make any such public statement prior to such consultation, except as may be required by applicable Law including, for greater certainty, in order to fulfill continuous disclosure obligations under Securities Laws or the fiduciary duties of the applicable board of directors and only after using its reasonable commercial efforts to consult each other taking into account the time constraints to which it is subject as a result of such Law. The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its counsel, and if such prior notice is not possible, shall give such notice immediately following the making of such disclosure or filing.

2.10 Fairness Opinion

Canamax represents that as of the date hereof it has received an opinion of the Financial Advisor to the effect that, as of such date, the Cash Consideration to be received by the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund, pursuant to the Arrangement is fair, from a financial point of view, to the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund, and has been advised by the Financial Advisor that the Financial Advisor will provide a written opinion to that effect for inclusion in the Canamax Circular.

2.11 Lock-Up Agreements

Concurrent with the execution and delivery of this Agreement, the Parties acknowledge that all of Canamax's directors and officers and certain Canamax Securityholders, beneficially owning or exercising control or direction over approximately 16% of the Common Shares (calculated on a non-diluted basis) have executed and delivered Lock-Up Agreements whereby they have agreed, among other things, to vote their Common Shares in favor of the Arrangement Resolution. The Parties agree that the Canamax Circular shall reflect the execution and delivery of such Lock-Up Agreements and the intention of such Voting Securityholders to vote their Common Shares and Canamax Warrants in favour of the Arrangement Resolution.

2.12 Treatment of Canamax Options

(a) The particulars of the Canamax Options are set forth in the Disclosure Letter.

(b) Subject to Exchange acceptance, the Parties agree that the Board may approve amendments to the Canamax Stock Option Plan to permit (i) the cashless exercise of Canamax Options as contemplated by Section 2.12(d)(B) hereof, or (ii) the conditional surrender of Canamax Options in exchange for a cash payment as contemplated by Section 2.12(d)(C) hereof.

(c) Subject to Exchange acceptance, the Parties agree that the Board or a committee thereof may approve the accelerated vesting of all Canamax Options effective before the Effective Time and conditional upon the completion of the Arrangement and all such other matters as may be necessary or desirable in order that all Canamax Options will be fully vested and may be exercised or surrendered before the Effective Time in accordance with their terms, including any necessary amendments to the Canamax Stock Option Plan to give effect to the foregoing.

(d) Canamax shall use its reasonable commercial efforts to obtain, prior to the application for the Interim Order, an Option Exercise and/or Surrender Agreement, in a form satisfactory to AcquisitionCo, acting reasonably, from each Canamax Optionholder (it being understood that AcquisitionCo will use its reasonable commercial efforts to cooperate with Canamax in obtaining such agreements from each of the Canamax Optionholders), which Option Exercise and/or Surrender Agreement shall provide that the Canamax Optionholder may either: (A) conditionally exercise the Canamax Options for Common Shares at the applicable exercise prices therefor and deliver to Canamax a cash payment equal to the aggregate exercise price therefor and the amount of any withholding Taxes required to be remitted by Canamax in respect of such exercise, with such conditional exercise being effective immediately prior to the Effective Time; (B) subject to Exchange acceptance, conditionally exercise such Canamax Options on a cashless basis for a number of Common Shares equal to the in-the-money amount of the Canamax Options (based on a value of $0.67 per Common Share) less all applicable withholding Taxes, with such conditional cashless exercise being effective immediately prior to the Effective Time; or (C) subject to Exchange acceptance, conditionally surrender such Canamax Options in consideration for a cash payment from Canamax equal to the in-the-money amount of the Canamax Options (based on a value of $0.67 per Common Share) less all applicable withholding Taxes, with such conditional surrender being effective immediately prior to the Effective Time.

(e) The Parties acknowledge that no deduction will be claimed by Canamax in respect of any cash payment made to a Canamax Optionholder in computing Canamax's taxable income and Canamax shall: (i) elect in prescribed form and in the prescribed manner that neither Canamax nor any person not dealing at arm's length with Canamax for the purposes of the Tax Act will deduct in computing its income for the purposes of the Tax Act, the amount of any cash payments made to the Canamax Optionholders; and (ii) provide the Canamax Optionholders who received a cash payment with evidence in writing of such election; it being understood that Canamax Optionholders shall be entitled to claim any deductions available pursuant to the Tax Act in respect of the calculation of any benefit arising from the surrender of Canamax Options.

2.13 Withholding Taxes

AcquisitionCo, Canamax and the Depositary, as applicable, shall be entitled to deduct and withhold from any consideration otherwise payable to any Canamax Securityholder under the Plan of Arrangement such amounts as AcquisitionCo, Canamax and the Depositary, as applicable, are required or reasonably believe to be required to deduct and withhold from such consideration in accordance with applicable Tax Laws. Any such amounts shall be deducted, withheld and remitted from the consideration payable pursuant to the Plan of Arrangement and shall be treated for all purposes under this Agreement as having been paid to the Canamax Securityholders in respect of which such deduction, withholding and remittance was made; provided that such deducted and withheld amounts are actually remitted to the appropriate Governmental Entity.

2.14 Lists of Canamax Securityholders

At the reasonable request of AcquisitionCo, from time to time, Canamax shall, as soon as reasonably practicable, provide AcquisitionCo with lists (in both written and electronic form) of (i) the registered Canamax Shareholders, together with their addresses and respective holdings of Common Shares, (ii) the registered Canamax Warrantholders, together with their addresses and respective holdings of Canamax Warrants, (iii) a list of the names and addresses and holdings of all persons having rights issued by Canamax to acquire Common Shares (including Canamax Options), (iv) a list of non-objecting beneficial owners (as such term is defined in National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**")) of Common Shares, together with their addresses and respective holdings of Common Shares, and (v) a list of non-objecting beneficial owners (as such term is defined in NI 54-101) of Canamax Warrants, together with their addresses and respective holdings of Canamax Warrants, all as of a date that is as close as reasonably practicable to the date of delivery of such lists. Canamax shall from time to time require that its registrar and transfer agent furnish AcquisitionCo with such additional information, including updated or additional lists of Common Shareholders, Canamax Warrantholders and lists of holdings and other assistance as AcquisitionCo may reasonably request.

2.15 Application of Funds by Depositary

Upon completion of the Arrangement, AcquisitionCo shall cause the Depositary to apply the funds deposited with the Depositary as contemplated in Section 6.3(c) to make the payments required by the Plan of Arrangement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF CANAMAX

3.1 Representations and Warranties

Contemporaneously with the execution and delivery of this Agreement, Canamax is delivering to AcquisitionCo certain written disclosures set forth in the Disclosure Letter which constitute an integral part of this Agreement and modify the representations and warranties of Canamax contained in this Agreement.

Canamax represents and warrants to and in favor of AcquisitionCo and acknowledges that AcquisitionCo is relying upon such representations and warranties in connection with the entering into of this Agreement that:

(a) Board Approval. As of the date hereof, the Board, after consultation with its financial and legal advisors, has, subject to abstentions of Conflicted Directors, unanimously: (i) determined that the Arrangement is in the best interests of Canamax; (ii) determined that the Arrangement is fair to the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund; and (iii) resolved to recommend that the Voting Securityholders vote in favor of the Arrangement Resolution. The Board has, subject to abstentions of Conflicted Directors, unanimously approved the Arrangement and the execution and delivery of this Agreement and the performance of the terms hereof by Canamax. The Board has received a Fairness Opinion from GMP Securities L.P. (the "**Financial Advisor**") to the effect that, as of the date hereof and subject to the assumptions, limitations and qualifications set forth therein, the Cash Consideration to be received by the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund, in connection with the Arrangement is fair, from a financial point of view, to the Canamax Shareholders, other than the On-Going Shareholders and the Non-Resident Fund.

(b) Organization. Canamax and each of the Canamax Subsidiaries is a corporation duly incorporated and each of them is validly subsisting under the laws of its jurisdiction of incorporation and has the requisite power and authority to carry on their respective businesses as they are now being conducted.

(c) Qualification. Canamax and each of the Canamax Subsidiaries are duly registered to do business and are in good standing in each jurisdiction in which the character of their respective properties, owned or leased, or the nature of its activities make such registration necessary, except where the failure to be so registered or in good standing would not reasonably be expected to have a Material Adverse Effect.

(d) Authority Relative to this Agreement. Canamax has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by Canamax of the transactions contemplated hereby have been duly authorized by the Board and, subject to the approval of the Exchange and the grant of the Interim Order and the Final Order by the Court, no other proceedings on the part of Canamax are or will be necessary to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Canamax and constitutes a legal, valid and binding obligation of Canamax enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Laws relating to or affecting creditors' rights generally and to general principles of equity.

(e) No Violations. Neither the execution and delivery of this Agreement by Canamax, the consummation by Canamax of the transactions contemplated hereby nor compliance by Canamax with any of the provisions hereof will: (i) except as otherwise set forth in the Disclosure Letter, violate, conflict with, or result in the breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any Lien upon any of the Canamax Assets or under any of the terms, conditions or provisions of (x) Canamax's Organizational Documents, or (y) any note, bond, mortgage, indenture, loan agreement, deed of trust, Lien, Contract or other instrument or obligation to which Canamax or any of the Canamax Subsidiaries is a party or to which they, or their respective properties or the Canamax Assets, may be subject or by which Canamax or any of the Canamax Subsidiaries is bound; or (ii) violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation in Canada or the United States applicable to Canamax or the Canamax Subsidiaries (except, in the case of each of clauses (i) and (ii) above, for such violations, conflicts, breaches, defaults or terminations that, or any consents, approvals or notices which if not given or received, would not reasonably be expected to have a Material Adverse Effect or prevent, significantly impede or materially delay the ability of Canamax to consummate the transactions contemplated hereby); or (iii) cause a suspension or revocation of any Permit currently in effect that would reasonably be expected to have a Material Adverse Effect.

(f) Impediments; Government Approvals. Other than in connection with or in compliance with applicable Laws, including the requirements of the Exchange that are required to be fulfilled on or before the Effective Time:

(i) there is no legal impediment to Canamax's consummation of the transactions contemplated hereby; and

(ii) no filing or registration with, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by Canamax in connection with the consummation of the Arrangement, except for such filings or registrations that, if not made, and such authorizations, consents or approvals, that, if not received, would not prevent, significantly impede or materially delay the ability of Canamax to consummate the transactions contemplated hereby.

(g) Capitalization. The authorized capital of Canamax consists of an unlimited number of Common Shares and an unlimited number of preferred shares. As at the date hereof, 114,766,055 Common Shares and no preferred shares are issued and outstanding.

(h) Convertible or Exchangeable Securities. As of the date first written above, no person holds any securities convertible or exchangeable into securities of Canamax or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option, right or privilege (whether or not on condition(s)) for the purchase or other acquisition of any unissued securities of Canamax except in respect of:

(i) 9,751,666 Common Shares issuable pursuant to outstanding Canamax Options; and

(ii) 8,489,254 Canamax Warrants to purchase Common Shares,

as set forth in the Disclosure Letter.

(i) Subsidiaries and Other Interests. Other than the Canamax Subsidiaries, Canamax has no subsidiaries and does not beneficially hold any securities or other interests, or securities convertible or exchangeable into securities or other interests, of any other person. All of the issued and outstanding securities of each of the Canamax Subsidiaries are duly authorized, validly issued, fully paid and non-assessable and all such securities are owned, directly or indirectly by Canamax, free and clear of all Liens and are not subject to any proxy, voting trust or other agreement relating to the voting of such securities, and there are no outstanding options, rights, entitlements, understandings or commitments regarding the right to acquire any such securities or assets of the Canamax Subsidiaries.

(j) Reporting Issuer Status. Canamax is a reporting issuer under the Securities Laws in force in the each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia and the Yukon and Canamax is not currently in default, in any material respect, of any requirement of the Securities Laws of such jurisdictions and

Canamax is not included on any list of defaulting reporting issuers maintained by any Securities Authority in any such jurisdiction.

(k) Stock Exchange Listing. The Common Shares and Canamax Warrants are listed on the Exchange and Canamax is in compliance, in all material respects, with the policies and requirements of the Exchange.

(l) Canamax Public Disclosure Record. The information and statements set out in Canamax's Public Disclosure Record (other than any portion of Canamax's Public Disclosure Record that is forward-looking or relates to projections, estimates or forecasts, excluding those relating to the oil and gas reserves of Canamax ("**Canamax Forward-Looking Information**")) were true, correct, and complete and did not contain any misrepresentation as of the respective dates of such information or statements. With respect to any Canamax Forward-Looking Information included in Canamax's Public Disclosure Record, such opinions or views are subject to the qualifications and provisions provided with such Canamax Forward-Looking Information and were, at the applicable time, believed to be reasonable at the time they were provided.

(m) Absence of Certain Changes. Since December 31, 2014, except as disclosed in Canamax's Public Disclosure Record to the date hereof:

(i) there has not been any change in the assets, liabilities or financial condition of Canamax from the position set out in the Canamax Financial Statements that would reasonably be expected to have a Material Adverse Effect,

(ii) there has not been any change in the business, capital, operations or results of operations of Canamax that would reasonably be expected to have a Material Adverse Effect; and

(iii) there have been no material facts, transactions, events or occurrences which, to the knowledge of Canamax, could reasonably be expected to have a Material Adverse Effect.

(n) Absence of Undisclosed Material Liabilities. Since December 31, 2014, except as disclosed in Canamax's Public Disclosure Record to the date hereof:

(i) Canamax has conducted its business only in the ordinary and normal course, consistent with past practice; and

(ii) no liability or obligation of any nature or kind whatsoever (whether absolute, accrued, contingent or otherwise) material to Canamax or the Canamax Subsidiaries (taken as a whole) has been incurred other than in the ordinary course of business, consistent with past practice.

(o) Reserves Report. Canamax made available to GLJ, prior to the issuance of the Canamax Reserves Report, for the purpose of preparing the Canamax Reserves Report, all information requested by GLJ, which information did not contain any misrepresentation at the time such information was provided. Except with respect to changes in commodity prices and royalties, the effect of actual production of oil, natural gas and other petroleum substances on reserves estimates and as otherwise disclosed in the Disclosure Letter, Canamax has no knowledge of any adverse material change in any production, cost, reserves or other relevant information provided to GLJ since the dates that such information was so provided. Canamax believes that the Canamax Reserves Report reasonably estimated the quantity and net present values of future net revenues, on an aggregate basis, of the oil and natural gas reserves attributed to the crude oil, natural gas liquids and natural gas properties evaluated in the Canamax Reserves Report as at December 31, 2014, based upon information available at the time the Canamax Reserves Report was prepared and the pricing and other assumptions set out therein.

(p) Litigation. There are no Legal Actions against or involving Canamax, any of the Canamax Subsidiaries or in respect of their respective businesses, properties or assets (whether in progress or, to the knowledge of Canamax, pending, contemplated or threatened), that if adversely determined, would reasonably be expected to have a Material Adverse Effect or to prevent, significantly impede or materially delay the completion of the transactions contemplated hereby and, to the knowledge of Canamax, no event has occurred that might reasonably be expected to give rise to any Legal Action. There is no judgment, writ, decree, injunction, rule, award or order of any Governmental Entity or arbitrator outstanding against Canamax that has had or would reasonably be expected to have a Material Adverse Effect or to prevent, significantly impede or materially delay the completion of the transactions contemplated hereby.

(q) Financial Statements. The Canamax Financial Statements fairly present, in accordance with GAAP at the applicable date, the financial position and condition of Canamax at the dates thereof and the results of the operations of Canamax for the periods then ended and reflect in accordance with GAAP at the applicable date, all material assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Canamax as at the dates thereof.

(r) No Violations; Permits. Canamax has not received notice of any material violation of, or investigation relating to, any Law with respect to the assets, business or operations of Canamax and the Canamax Subsidiaries, and Canamax and the Canamax Subsidiaries hold and are in compliance with all Permits that are required under applicable Laws relating to their respective assets, businesses or operations, except where the failure to comply with the foregoing would not reasonably be expected to have a Material Adverse Effect. The Canamax Assets are, and have been, operated and maintained by it in compliance, in all material respects, with applicable Laws and Permits.

(s) Compliance with Laws. Canamax and the Canamax Subsidiaries have complied, and are in compliance with, all Laws applicable to the operation of their respective businesses, except where non-compliance would not reasonably be expected to have a Material Adverse Effect or prevent, significantly impede or materially delay the ability of Canamax to consummate the Arrangement.

(t) Cease Trade Orders. No Securities Authority has issued any order that is currently outstanding preventing or suspending trading in any securities of Canamax and no such proceeding is, to the knowledge of Canamax, pending, contemplated or threatened.

(u) Brokers. Except as otherwise set forth in the Disclosure Letter, Canamax has not retained any financial advisor, broker, agent or finder, or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, the Arrangement or the transactions contemplated hereby.

(v) Shareholder Rights Plan. Canamax is not a party to any shareholder rights plan or any other form of plan, agreement, contract or instrument that will trigger any rights to acquire Common Shares or other securities of Canamax or rights, entitlements or privileges in favour of any person upon the entering into of this Agreement or the Arrangement.

(w) Environment. Except to the extent that any violation or other matter referred to below in this Section 3.1(w) would not reasonably be expected to have a Material Adverse Effect:

(i) Canamax and the Canamax Subsidiaries are not in violation of any Environmental Laws;

(ii) Canamax and the Canamax Subsidiaries have, at all times, operated their respective businesses and have received, handled, used, stored, treated, shipped and disposed of all Hazardous Substances without violation of Environmental Laws;

(iii) there have been no Releases of Hazardous Substances into the Environment by Canamax or the Canamax Subsidiaries that have not been remedied;

(iv) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Canamax or the Canamax Subsidiaries;

(v) Canamax and the Canamax Subsidiaries have not failed to report to the proper Governmental Entity the occurrence of any event that was required to be reported under any Environmental Law; and

(vi) Canamax and the Canamax Subsidiaries hold all Permits required under any Environmental Laws in connection with the operation of their respective businesses and the ownership and use of the Canamax Assets, all such Permits are in full force and effect, and except for notifications and conditions of general application to assets of reclamation obligations under the Laws in each jurisdiction in which they conduct their respective businesses, Canamax and the Canamax Subsidiaries have not received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by them as a condition of continued compliance with any Environmental Laws, or any Permit issued pursuant thereto, or that any Permit referred to above is about to be reviewed, made subject to any limitation or conditions, revoked, withdrawn or terminated.

(x) Books and Records. The corporate records and minute books, books of account and other records of Canamax and the Canamax Subsidiaries (whether of a financial or accounting nature or otherwise) have been maintained, in all material respects, in accordance with applicable Laws and prudent business practices and are complete and up-to-date in all material respects.

(y) Taxes.

(i) Except as otherwise set forth in the Disclosure Letter, all Returns required to be filed by Canamax and the Canamax Subsidiaries prior to the Effective Date have been duly filed on a timely basis, are true, complete and correct in all material respects, all Taxes shown to be payable on such Returns or on subsequent assessments and reassessments with respect thereto have been paid in full on a timely basis, and no other Taxes are payable by Canamax and the Canamax Subsidiaries with respect to items or periods covered by such Returns.

(ii) Canamax and the Canamax Subsidiaries have not requested or entered into any agreement or other arrangement or executed any waiver providing for any extension of time: (i) to file any Return covering any Taxes for which they are or may be liable; (ii) to file any elections, designations or similar filings relating to Taxes for which they are or may be liable; (iii) pursuant to which they are required to pay or remit any Taxes or amounts on account of Taxes; or (iv) pursuant to which any Governmental Entity may assess, reassess or collect Taxes for which they are or may be liable.

(iii) The corporate income tax return for Canamax for the financial year ended December 31, 2014 sets forth a summary of the resource tax pools of Canamax estimated as at December 31, 2014, and such summary is true and correct in all material respects.

(iv) Canamax and the Canamax Subsidiaries have not acquired property from a non-arm's length person, within the meaning of the Tax Act, for consideration, the value of which is less than the fair market value of the property acquired in circumstances that would subject it to a liability under section 160 of the Tax Act or under any equivalent provisions of any applicable Tax Laws.

(v) Canamax has paid or provided adequate accruals in the Canamax Financial Statements for Taxes, including income taxes and related future taxes, in accordance with GAAP at the applicable date.

(vi) No material deficiencies exist or have been asserted in respect of Canamax or the Canamax Subsidiaries with respect to Taxes. Canamax and the Canamax Subsidiaries are not a party to any action or proceeding for assessment, reassessment or collection of Taxes, nor, to the knowledge of Canamax, has such event been asserted or threatened against Canamax, the Canamax Subsidiaries or any of the Canamax Assets. No waiver or extension of any statute of limitations is in effect with respect to Taxes or Returns. Except as otherwise set forth in the Disclosure Letter, since February 28, 2013, the Returns of Canamax and the Canamax Subsidiaries have never been audited by a Governmental Entity, nor is any such audit, assessment, reassessment, claim, action, suit, investigation or proceeding in process or, to the knowledge of Canamax, pending or threatened, which resulted in or could result in a claim for Taxes owing by Canamax or the Canamax Subsidiaries, except where such audit, assessment, reassessment, claim, action, suit, investigation or proceeding would not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect. Canamax and the Canamax Subsidiaries have withheld all Taxes required to be withheld by applicable Laws and has paid or remitted on a timely basis, the full amount of any Taxes which have been withheld to the applicable Governmental Entity.

(vii) Canamax has no outstanding requirements to incur or renounce to others any Canadian exploration expense or Canadian development expense, each as defined under the Tax Act, pursuant to any flow-through share agreement.

(viii) Canamax is a "taxable Canadian corporation" as defined in section 89(1) of the Tax Act.

(ix) Canamax is not a "non-resident" of Canada within the meaning of the Tax Act.

(x) Neither Canamax nor the Canamax Subsidiaries are a party to any tax sharing agreement, tax indemnification agreement or other agreement or arrangement relating to Taxes with any person. Neither Canamax nor the Canamax Subsidiaries have any material liability for the Taxes of any other person under any applicable Law, as a transferee or successor, by contract or otherwise.

(xi) Canamax has not claimed or will claim in any Return for any taxation year ending on or before the Effective Date of any reserve (including, without limitation, any reserve under paragraph 20(1)(n) or subparagraph 40(1)(a)(iii) of the Tax Act or any analogous provision under the Laws of any province or other jurisdiction) of any amount that could be included in the income of Canamax for any period ending after the Effective Date.

(xii) Canamax has not has entered into any "synthetic disposition arrangements" or "derivative forward agreements" as defined in the Tax Act.

(z) Related Party Transactions. Except as otherwise set forth in the Disclosure Letter, (i) no director, officer or insider of, or other non-arm's length party to, Canamax (or any associate or affiliate thereof) has any right, title or interest in (or the right to acquire any right, title or interest in) any royalty interest, carried interest, participation interest or any other interest whatsoever that is based on production from, or in respect, of any properties of Canamax or any Canamax Subsidiary and (ii) no director, officer or insider of, or other non-arm's length party to Canamax or any Canamax Subsidiary is indebted to Canamax or any Canamax Subsidiary.

(aa) Indebtedness. Except as set forth in Canamax's Public Disclosure Record, Canamax and the Canamax Subsidiaries have no long term indebtedness or bank indebtedness. Canamax and the Canamax Subsidiaries are not in default of any material provisions of any Contract governing such indebtedness.

(bb) No Guarantees. Except for indemnity agreements with its directors and officers and as contemplated by the bylaws of Canamax and applicable Laws, standard indemnity agreements in respect of financial services (including credit facilities) and underwriting and agency agreements and indemnities provided in the ordinary course to industry partners and service providers, Canamax and the Canamax Subsidiaries are not a party to or bound by any agreement, guarantee, indemnification, endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any person.

(cc) Release of Fiduciary Obligations. Neither Canamax nor the Board has agreed or consented to the release of any director or officer of Canamax from any fiduciary duty owed by such person to Canamax or the Canamax Shareholders, including without limitation, any release that would allow any such person to pursue any corporate opportunities that would otherwise be the property of Canamax.

(dd) Operations. All operations conducted by Canamax and the Canamax Subsidiaries and, to the knowledge of Canamax, any and all operations conducted by third parties, on or in respect of the Canamax Assets and properties of Canamax and the Canamax Subsidiaries, have been conducted, in all material respects, in compliance with good oilfield practices.

(ee) Title. Although it does not warrant title, Canamax has no reason to believe that Canamax does not have title to, or an irrevocable right to produce and sell, its petroleum, natural gas and related hydrocarbons (for the purposes of this Section 3.1(ee), the foregoing are referred to as the "**Canamax Interests**") and Canamax represents and warrants that: (i) Canamax has not received any written notices, and to its knowledge the lessee to whom notices are required to be sent has not received any notices, that any of the Canamax Leases related to the Canamax Interests are subject to any accrued drilling or off-set obligations that have not been satisfied or permanently waived; (ii) except as otherwise set forth in the Disclosure Letter, to its knowledge, none of the Canamax Interests are subject to reduction or conversion to an interest of any other size or nature by reference to payout of any well or otherwise pursuant to any right or interest created by, through or under Canamax, except related to bank financing or those arising in the ordinary course of business; and (iii) following the Effective Time, Canamax will be entitled to hold and enjoy the Canamax Interests without any lawful interruption by any person claiming, by, through or under Canamax; except where the failure of such representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect.

(ff) Title Defects. Canamax is not aware of any defects, failures or impairments in its title to its oil and natural gas properties, whether or not an action, suit, proceeding or inquiry is pending or threatened and whether or not discovered by any third party, which in aggregate could have a material adverse effect on: (i) the quantity and pre-tax present worth values of the oil, natural gas or natural gas liquids reserves of Canamax shown in the Canamax Reserves Report; (ii) the current production of Canamax; or (iii) the current cash flow of Canamax.

(gg) No Defaults. Neither Canamax nor any of the Canamax Subsidiaries has received notice of any default under any of the Canamax Leases or other title and operating documents, or any other agreement or instrument, pertaining to its oil and natural gas assets or properties or to which it is a party or bound, except to the extent that such defaults would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

To the knowledge of Canamax:

(i) Each of Canamax and the Canamax Subsidiaries is in good standing under all, and is not in default under any; and

(ii) there is no existing condition, circumstance or other matter that constitutes or which, with the passage of time or the giving of notice, would constitute a default under any, Canamax Leases and other title and operating documents, joint venture agreements, or any other agreements or instruments, pertaining to its oil and natural gas assets or properties to which it is a party or by which it or such assets or properties are bound or subject and, to the knowledge of Canamax, all such Canamax Leases, title and operating documents, joint venture agreements and other agreements and instruments are in good standing and in full force and effect and, to the knowledge of Canamax, none of the counterparties to such Canamax Leases, title and operating documents, joint venture agreements or other agreements and instruments are in default thereunder except to the extent that such defaults would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(hh) Production Penalties. Except as otherwise set forth in the Disclosure Letter, none of the oil and natural gas assets or properties of Canamax or the Canamax Subsidiaries are subject to reduction by reference to payout of, or production penalty on, any well or otherwise or to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under Canamax or the Canamax Subsidiaries, except to the extent that all such reductions or changes to an interest would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Production Allowables. None of the wells in which Canamax or the Canamax Subsidiaries holds an interest has been produced in excess of applicable production allowables imposed under any applicable Laws by any Governmental Entity and Canamax does not have any knowledge of any pending change in production allowables imposed under any applicable Laws by any Governmental Entity that may be applicable to any of the wells in which it holds an interest, other than changes of general application in the jurisdiction in which such wells are located and in each case except to the extent that such non-compliance or changes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(jj) Production Penalties or Restrictions. Neither Canamax nor any of the Canamax Subsidiaries has received notice of any production penalty or similar production restriction of any nature imposed or to be imposed by any Governmental Entity and, to Canamax's knowledge, none of the wells in which Canamax or any of the Canamax Subsidiaries holds an interest is subject to any such penalty or restriction except to the extent that any such penalty or restriction would not reasonably be expected to have a Material Adverse Effect.

(kk) Abandonment of Wells. All wells located on any lands in which Canamax or any of the Canamax Subsidiaries has an interest, or lands with which such lands have been pooled or unitized, which have been abandoned, have been abandoned in accordance, in all material respects, with applicable Laws regarding the abandonment of wells.

(ll) No Joint Ventures. Except as otherwise set forth in the Disclosure Letter, neither Canamax nor any of the Canamax Subsidiaries has entered into any joint venture with a third party.

(mm) No Liens. Except as disclosed in Canamax's Public Disclosure Record and as more particularly set forth in the Disclosure Letter, neither Canamax nor any of the Canamax Subsidiaries has: (i) alienated or encumbered its oil and natural gas assets or any part or portion thereof; (ii) committed and is not aware of there having been committed any act or omission whereby such assets or any part or portion thereof may be cancelled or determined, and such assets are now free and clear of all Liens, royalties (including gross overriding royalties), conversion rights and other claims of third parties, created by, through or under Canamax or of which Canamax has knowledge.

(nn) Taxes. All ad valorem, property, production, severance and similar Taxes and assessments based on or measured by the ownership of property or the production of hydrocarbon substances, or the receipt of proceeds therefrom, payable in respect of the oil and natural gas assets and properties of Canamax and the Canamax Subsidiaries prior to the date hereof have been properly and fully paid and discharged, and there are no unpaid Taxes or assessments that could result in a Lien on the oil and natural gas assets and properties of Canamax and the Canamax Subsidiaries, except where the failure to pay such Taxes or assessments or the imposition of such Liens would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(oo) No Swaps. Except as set out in the Canamax Financial Statements or Canamax's Public Disclosure Record, neither Canamax nor any of the Canamax Subsidiaries is a party to or subject to any Swaps.

(pp) Insurance. Policies of insurance are in force as of the date hereof naming Canamax or the Canamax Subsidiaries as an insured that adequately cover all risks that are customarily insured against by oil and natural gas producers in western Canada and the United States. All such policies will remain in force and effect and will not be cancelled or otherwise terminated as a result of the transactions contemplated hereby.

(qq) Information Provided. Canamax has not withheld from AcquisitionCo any material information or documents concerning Canamax, the Canamax Subsidiaries or the Canamax Assets or liabilities requested by AcquisitionCo during the course of AcquisitionCo's review of Canamax, the Canamax Subsidiaries and the Canamax Assets.

(rr) Material Contracts. There are no Contracts material to the conduct of Canamax or the Canamax Subsidiaries' affairs or businesses, except for those agreements entered into in the ordinary course of business or disclosed in Canamax's Public Disclosure Record, and, assuming due authorization by the other parties thereto, all such Contracts are valid and subsisting and Canamax and the Canamax Subsidiaries are not in material default of any of their respective obligations under any such Contracts.

(ss) Employment Matters.

(i) Except as set out in the Canamax Executive Agreements set forth in the Disclosure Letter, Canamax is not a party to or bound or governed by (A) any change of control agreement with any Canamax Employee or (B) any written or oral agreement, arrangement or understanding, in each case providing for any retention, severance or termination compensation or benefits to any Canamax Employee that would be triggered by the Arrangement or the transactions contemplated hereby.

(ii) All Canamax Executive Agreements have been disclosed in writing to AcquisitionCo. Canamax is not party to or bound or governed by any written employment agreement regarding the termination of employment other than the Canamax Executive Agreements.

(iii) No trade union, labour union or organization, bargaining agent or any other person holds bargaining rights with respect to any of the Canamax Employees by way of certification, interim certification, voluntary recognition, or succession rights, or has applied or threatened to apply to be certified as the bargaining agent of any Canamax Employees. There are no ongoing, or the knowledge of Canamax threatened, union organizing activities involving any Canamax Employee. There is no labour strike, formal dispute, work slowdown or stoppage ongoing or, to the knowledge of Canamax, threatened against Canamax, and no such event has occurred within the last three years.

(iv) The Disclosure Letter contains a correct and complete list of all Canamax Options, including the date of grant, term, number and, where applicable, exercise price and vesting schedule;

(v) The following information has been disclosed in the Disclosure Letter in respect of each Canamax Employee, whether actively at work or not: salaries, wage rates, commissions, bonus arrangements, position, status as full time or part time employee, status as active or not and cumulative length of service.

(vi) A list of all of the independent contractors who are engaged by Canamax is set forth in the Disclosure Letter, and such list includes all contracts between Canamax and any independent contractor. Canamax has not received any written notice from any Governmental Entity disputing the classification of any independent contractor as such.

(vii) Canamax has not received written notice from any individual who has performed services for Canamax that such individual has been improperly excluded from participation in any Canamax Plan.

(viii) There are no material outstanding assessments, penalties, fines, Liens, charges, surcharges or other amounts due or owing pursuant to any workplace safety and insurance Laws and Canamax has not been reassessed in any material respect under such Laws during the past three years and no audit of Canamax is currently being performed pursuant to any applicable workplace safety and insurance Laws.

(ix) There are no charges ongoing under applicable occupational health and safety Laws ("**OHSA**") and Canamax has complied in all material respects with any orders issued under OHSA and there are no appeals of any orders under OHSA currently outstanding.

(x) Canamax is in compliance with all applicable Laws applicable relating to labour and employment, including those relating to wages, hours, collective bargaining, occupational health and safety, hazardous materials, employment standards, fair employment practices, immigration, terms and conditions of employment, plant closings, pay equity and workers' compensation. All amounts due and payable by Canamax to any Canamax Employee or independent contractor have been paid in full and all amounts accruing due to same have been reflected in the financial records of Canamax.

(xi) The Employee Obligations shall not exceed the amount set forth in the Disclosure Letter.

(xii) All contributions and premiums required to be paid to all statutory plans which Canamax is required to comply with, including the Canada Pension Plan and plans administered pursuant to applicable provincial health tax, workers compensation and federal employment insurance Laws have been paid by Canamax in accordance with applicable Law.

(xiii) No Canamax Subsidiaries have any employees or consultants.

(xiv) Canamax has disclosed in writing to AcquisitionCo copies of all Canamax Plans and all such Canamax Plans are in good standing as of the date hereof.

(xv) None of the Canamax Subsidiaries has any outstanding employment, benefit, health, welfare or other plans analogous to the Canamax Plans.

(tt) Net Debt. As of December 4, 2015, Canamax Net Debt, including Canamax's Working Capital Deficit, did not exceed the amount set forth in the Disclosure Letter.

(uu) Working Capital. As of December 4, 2015, Canamax's Working Capital Deficit did not exceed the amount set forth in the Disclosure Letter.

(vv) U.S. Securities Matters. Canamax:

(i) is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act;

(ii) is not an investment company registered or required to be registered under the *United States Investment Company Act of 1940*, as amended; and

(iii) does not have, and does not have an obligation to have, a class of securities registered under section 12 of the U.S. Exchange Act and does not have a reporting obligation under subsection 13(a) or subsection 15(d) of the U.S. Exchange Act.

3.2 Survival of Representations and Warranties

The representations and warranties of Canamax contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated at the Effective Time. This Section 3.2 shall not limit any undertaking, obligation, covenant or agreement of whatever nature of Canamax which, by its terms, contemplates performance after the Effective Time or date on which this Agreement is terminated, as the case may be.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF ACQUISITIONCO AND ENR

4.1 Representations and Warranties of AcquisitionCo

AcquisitionCo hereby represents and warrants to Canamax as follows and acknowledges that Canamax is relying upon these representations and warranties in connection with the entering into of this Agreement:

(a) Organization and Qualification. AcquisitionCo is a corporation duly incorporated and validly existing under the laws of the Province of Alberta and has the requisite corporate power and authority to own its assets as now owned and to carry on its business as now being conducted. AcquisitionCo is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties and assets, owned, leased, licensed or otherwise held, or the nature of its activities makes such registration or authorization necessary.

(b) Authority Relative to this Agreement. AcquisitionCo has the requisite corporate power and authority to enter into this Agreement and any agreement ancillary hereto and to carry out its obligations hereunder. The execution and delivery of this Agreement by AcquisitionCo and the consummation by AcquisitionCo of the transactions contemplated hereby and any agreement ancillary hereto have been duly authorized by the board of directors of AcquisitionCo, and no other corporate proceedings on the part of AcquisitionCo are necessary to authorize the execution and delivery by AcquisitionCo of this Agreement or any agreement ancillary hereto and the consummation by AcquisitionCo of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by AcquisitionCo and constitutes a legal, valid and binding obligation of AcquisitionCo enforceable against AcquisitionCo in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Laws relating to or affecting creditors' rights generally and to general principles of equity.

(c) No Violations. None of the execution and delivery of this Agreement by AcquisitionCo, the consummation of the transactions contemplated hereby or compliance by AcquisitionCo with any of the provisions hereof will:

(i) violate, conflict with, or result in breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of the articles and by-laws or other constating documents of AcquisitionCo; or

(ii) subject to obtaining the Regulatory Approvals, (A) violate any Law applicable to AcquisitionCo or any of its properties or assets, or (B) cause the suspension or revocation of any Permit currently in effect.

Other than in connection with or in compliance with the provisions of Securities Laws, the rules of the Exchange and the Regulatory Approvals, (i) there is no legal impediment to AcquisitionCo's consummation of the transactions contemplated hereby and (ii) no filing or registration with, or authorization, consent or approval of, any Governmental Entity is required of AcquisitionCo in connection with the consummation of the Arrangement, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a material adverse effect on the ability of AcquisitionCo to consummate the transactions contemplated hereby.

(d) Litigation. As of the date hereof, there are no Legal Actions pending, or, to the knowledge of AcquisitionCo threatened, against AcquisitionCo, nor is AcquisitionCo subject to any outstanding judgment, order, writ, judgment or decree that, either individually or in the aggregate, is reasonably likely to prevent, significantly impede or materially delay the consummation of the Arrangement or the transactions contemplated hereby.

(e) AcquisitionCo Business. AcquisitionCo does not carry on any active business and will not carry on any active business prior to the Effective Time other than to effect the transactions contemplated hereby.

(f) Brokers. AcquisitionCo has not retained any financial advisor, broker, agent or finder, or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, the Arrangement or the transactions contemplated hereby.

(g) Capitalization. The authorized capital of AcquisitionCo consists of an unlimited number of common shares and an unlimited number of preferred shares, issuable in series. As at the date hereof, 1 common share is issued and outstanding.

4.2 Representations and Warranties of ENR

ENR hereby represents and warrants to Canamax as follows and acknowledges that Canamax is relying upon these representations and warranties in connection with the entering into of this Agreement:

(a) Organization and Qualification. ENR is a limited partnership duly formed and validly existing under the laws of Delaware and has the requisite corporate power and authority to own its assets as now owned and to carry on its business as now being conducted. ENR is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties and assets, owned, leased, licensed or otherwise held, or the nature of its activities makes such registration or authorization necessary.

(b) Authority Relative to this Agreement. ENR has the requisite power and authority to enter into this Agreement and any agreement ancillary hereto and to carry out its obligations hereunder. The execution and delivery of this Agreement by ENR and the consummation by ENR of the transactions contemplated hereby and any agreement ancillary hereto have been duly authorized by its general partner, and no other proceedings on the part of ENR are necessary to authorize the execution and delivery by ENR of this Agreement or any agreement ancillary hereto and the consummation by ENR of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by its general partner on behalf of ENR and constitutes a legal, valid and binding obligation of ENR enforceable against ENR in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Laws relating to or affecting creditors' rights generally and to general principles of equity.

(c) Funds Available. At the Effective Time, ENR will ensure that AcquisitionCo has available to it sufficient funds to satisfy the aggregate Cash Consideration payable by AcquisitionCo pursuant to the Arrangement in accordance with the terms of this Agreement and the Plan of Arrangement.

4.3 Survival of Representations and Warranties

The representations and warranties of AcquisitionCo and ENR contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated at the Effective Time. This **Section** 4.3 shall not limit any undertaking, obligation, covenant or agreement of whatever nature of

AcquisitionCo or ENR which, by its terms, contemplates performance after the Effective Time or date on which this Agreement is terminated, as the case may be.

ARTICLE V
COVENANTS OF THE PARTIES

5.1 Covenants of Canamax Regarding the Conduct of Business

Canamax covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time or the time that this Agreement is terminated in accordance with its terms, unless AcquisitionCo shall otherwise consent in writing, such consent not to be unreasonably withheld, conditioned or delayed, or except as is otherwise expressly permitted or contemplated by this Agreement, the Plan of Arrangement or as is otherwise required by applicable Law:

(a) the businesses of Canamax and the Canamax Subsidiaries shall, in all material respects, be conducted in the ordinary course of business consistent with past practice, in a proper and prudent manner, in accordance with good industry practice and applicable Laws, and Canamax shall use its reasonable commercial efforts to maintain and preserve its and the Canamax Subsidiaries' business organization, assets, properties, employees, goodwill and business relationships and where it is an operator of any property, operate and maintain such property in a proper and prudent manner in accordance with good industry practice and the agreements governing the ownership and operation of such properties;

(b) Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, directly or indirectly:

(i) amend Canamax's Organizational Documents or the respective formation and organizational documents of any of the Canamax Subsidiaries other than the dissolution of Trilateral Energy (Barbados) Ltd. currently being undertaken by Canamax;

(ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of the Common Shares or any other securities of Canamax or the Canamax Subsidiaries;

(iii) adjust, split, combine, subdivide or redeem, purchase or otherwise acquire, or reclassify, its securities;

(iv) issue, grant, deliver, sell, transfer or cause or permit a Lien (other than a Permitted Lien) to be created on, or agree to issue, grant, sell or cause or permit a Lien (other than a Permitted Lien) to be created on any securities of Canamax or the Canamax Subsidiaries or securities convertible into or exchangeable, redeemable or exercisable for, or otherwise evidencing a right to acquire, securities of Canamax or any of the Canamax Subsidiaries, other than the issuance of Common Shares issuable pursuant to the terms of the outstanding Canamax Options or Canamax Warrants;

(v) redeem, purchase or otherwise acquire or subject to a Lien any of its outstanding securities or securities convertible or exchangeable into or exercisable for any such securities, unless otherwise required by the terms of such securities or under a normal course issuer bid;

(vi) amend or modify the terms of any of its securities;

(vii) adopt a plan of liquidation or resolution providing for the winding-up, liquidation or dissolution of Canamax or any of the Canamax Subsidiaries except as set forth in the Disclosure Letter;

(viii) amend its existing accounting policies, practices, methods and principles or adopt new accounting policies, in each case except as required in accordance with GAAP;

(ix) reduce its stated capital; or

(x) authorize or propose any of the foregoing, or enter into, modify or terminate any Contract with respect to any of the foregoing;

(c) Canamax shall promptly notify AcquisitionCo in writing of:

(i) any Governmental Entity or third party filings, complaints, suits, actions, investigations or hearings (or communications from Governmental Entities or third parties in respect of the foregoing or indicating that the same may be contemplated) in respect of Canamax, the Canamax Subsidiaries or the Canamax Assets;

(ii) any notice or other communication from any supplier, marketing partner, customer, distributor or reseller that is terminating, may terminate or is otherwise materially adversely modifying or may materially adversely modify its relationships with Canamax or any of the Canamax Subsidiaries;

(iii) all new matters relating to Legal Actions against or involving Canamax or the Canamax Subsidiaries, including those disclosed in the Disclosure Letter;

(iv) any circumstance or development that, to the knowledge of Canamax, would have a Material Adverse Effect; and

(v) any change in any fact set forth in the Disclosure Letter or in Canamax's Public Disclosure Record;

provided that the delivery of any such notification shall not modify, amend or supersede any disclosure in the Disclosure Letter or any representation or warranty of Canamax contained in this Agreement or in any certificate or other instrument delivered in connection herewith and will not affect any right of AcquisitionCo hereunder;

(d) Canamax will, in all material respects, conduct itself so as to keep AcquisitionCo fully informed as to the material decisions required to be made or actions required to be taken with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

(e) Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, reorganize, amalgamate or merge with or any other person that is not Canamax or a Canamax Subsidiary, or restructure, reorganize or liquidate or otherwise enter into any agreements or arrangements imposing materials changes or restrictions on the Canamax Assets, its operations or business;

(f) Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, directly or indirectly:

(i) transfer, sell, pledge, lease, license, mortgage, divest, cancel, abandon, dispose of or cause or permit a Lien (other than a Permitted Lien) to be created on any Canamax Assets, except: (A) in the ordinary course of business consistent with past practice, (B) with respect to the sale of obsolete assets, or (C) pursuant to Contracts in effect prior to the date of this Agreement.

(ii) surrender or abandon any of its petroleum and natural gas rights or tangible depreciable property, except as disclosed in the Disclosure Letter;

(iii) resign or take any action which would result in the resignation or replacement of Canamax as operator of any of the Canamax Assets for which Canamax is the current operator;

(iv) (A) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise) any person or division thereof or any property or asset, (B) make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any property or asset or (C) enter into or extend any option to acquire, or exercise an option to acquire, any properties or assets of any other person, if any of the foregoing would be material to Canamax and the Canamax Subsidiaries (taken as a whole) and is otherwise not in the ordinary course of business consistent with past practice;

(v) except as disclosed in the Disclosure Letter, (A) incur any Indebtedness, (B) issue any debt securities, (C) assume, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances, other than in the ordinary course of business (other than (1) to pay legal and Financial Advisor fees in respect of the Arrangement, (2) to pay the Employee Obligations, (3) in respect of Canamax's approved capital budget, (4) any other capital expenditures agreed to by AcquisitionCo prior to the date hereof (as noted by reference to Section 5.1 of the Disclosure Letter and Canamax’s capital budget, and in any case, subject to a maximum of $5,000,000) and (5) any Indebtedness incurred under Canamax's existing credit facilities or, incurred to replace, renew, extend, refinance or refund any existing Indebtedness) or (D) provide any guarantee of the obligations of any person (including any officer, director or Canamax Employee);

(vi) make or commit to make capital expenditures otherwise than in accordance with Canamax's capital budget, or any other capital expenditures agreed to by AcquisitionCo prior to the date hereof;

(vii) enter into any Swaps;

(viii) take any action inconsistent with this Agreement or that would (A) prevent, materially impede or significantly delay the completion of the transactions contemplated hereby or (B) cause any of the representations or warranties set forth in Article III *[Representations and Warranties of Canamax]* to be untrue in any material respect as of the Effective Time;

(ix) pay, discharge or satisfy any material claims, liabilities or obligations other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Canamax Financial Statements;

(x) waive, release, grant or transfer any rights of material value (including with respect to the exercise of pre-emptive rights in respect of the Canamax Assets, Canamax Leases, or any other rights or claims);

(xi) enter into a new line of business; or

(xii) authorize or propose any of the foregoing, or enter into, modify or terminate any Contract to do any of the foregoing;

(g) except in relation to the capital expenditures agreed to by AcquisitionCo prior to the date hereof (as noted by reference to Section 5.1 of the Disclosure Letter and Canamax's capital budget), Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, directly or indirectly:

(i) enter into any Contract with respect to the purchase, sale, disposition or development of any asset, including any joint venture or similar arrangement, outside the ordinary course of business or that would impose payment or other obligations on Canamax or any of the Canamax Subsidiaries in excess of $500,000 in the aggregate;

(ii) enter into any Contract or series of Contracts resulting in a new Contract or series of related new Contracts that would result in any Contract having a term in excess of 12 months and that would not be terminable by Canamax or the Canamax Subsidiaries upon notice of 90 days or less from the date of the relevant Contract, or that would impose payment or other financial obligations on Canamax or the Canamax Subsidiaries in excess of $500,000;

(iii) enter into any Contract that would limit or otherwise restrict Canamax or any of the Canamax Subsidiaries or any of their respective successors, or that would, after the Effective Time, limit or otherwise restrict AcquisitionCo or any of its affiliates or successors, from engaging or competing in their line of business in any geographic area;

(iv) waive, release or amend in any respect (A) any existing contractual rights in respect of or relating to Contracts, or (B) any other legal rights or claims; or

(v) terminate, cancel or amend any Contract not otherwise contemplated in this Section 5.1(g);

(h) except as set forth in the Disclosure Letter, or as is necessary to comply with applicable Laws, the Canamax Plans or Contracts, Canamax shall not, and shall not permit any of the Canamax Subsidiaries to:

(i) grant to any officer or director of Canamax or other Canamax Employee an increase in, or acceleration of the vesting (except in respect of Canamax Options where acceleration of vesting is permitted) or time of payment of, compensation in any form or make any payment or award (whether in the form of cash, equity, a right to cash or equity or otherwise) to any director, officer, consultant or Canamax Employee outside of the salary, wages and benefits paid in the ordinary course of business consistent with past practice for services provided, which shall include any Board fees for meetings held in connection with the transactions contemplated hereby;

(ii) grant any general salary increase;

(iii) take any action with respect to the increase in, or amendment or grant of, any change of control, severance, retention or termination pay policies or arrangements (other than agreeing to the waiver of any change of control payments arising under the Canamax Executive Agreements in connection with the transactions contemplated hereby);

(iv) except for those agreements requested by ENR, enter into or modify any employment agreement with any officer, director or other Canamax Employee or enter into any agreements with any consultants that are not terminable with 30 days or less notice;

(v) adopt, enter into, agree to or become bound by any policy or arrangement that would be a Canamax Plan if in existence on the date hereof;

(vi) terminate, waive its rights under, amend or make any contribution to, or otherwise fund, any Canamax Plan;

(vii) change any actuarial or other assumptions used to calculate funding obligations with respect to any Canamax Plan or change the manner in which contributions to such plans are made or determined, except as may be required by GAAP or applicable Laws; or

(viii) issue or forgive any loan to any director, officer, consultant or Canamax Employee;

(i) Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, commence, waive, release, assign, settle or compromise any Legal Actions or any claim or liability, other than the payment, discharge or satisfaction of liabilities incurred in the ordinary course of business consistent with past practice;

(j) Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, take any action or fail to take any action that would accelerate or trigger defaults or repayments in respect of any obligation, Contract or Permit;

(k) Canamax and the Canamax Subsidiaries shall:

(i) except as disclosed in the Disclosure Letter, duly and on a timely basis file all Returns required to be filed by them on or after the date hereof in a manner consistent with past practice and all such Returns shall be true, complete and correct in all material respects;

(ii) fully and timely pay all Taxes shown on such Returns;

(iii) not make or rescind any material express or deemed election relating to Taxes, or file any amended Returns, where the result of such action is inconsistent with past practice;

(iv) not make a request for a Tax ruling or enter into a closing agreement with any Governmental Entity;

(v) not settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; and

(vi) properly reserve (and reflect such reserves in its books and records and financial statements) for all Taxes accruing in respect of Canamax or the Canamax Subsidiaries which are not due or payable prior to the Effective Date in a manner consistent with past practice;

(l) as of their respective dates, any report or statement filed by Canamax with Securities Authorities subsequent to the date hereof:

(i) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; and

(ii) shall comply in all material respects with all applicable requirements of Laws, including Securities Laws.

The financial statements of Canamax issued by Canamax or to be included in such reports and statements shall be prepared in accordance with GAAP (except as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of Canamax's independent auditors, or except in the case of unaudited interim financial statements, to the extent they may not include footnotes or may be condensed or summary statements) and shall present fairly the financial position, results of operations and changes in financial position of Canamax as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments);

(m) Canamax shall deliver to AcquisitionCo as soon as they become available, true and complete copies of any report or statement filed by it with Securities Authorities subsequent to the date hereof;

(n) except as disclosed in the Disclosure Letter, Canamax shall use, and shall cause the Canamax Subsidiaries to use, reasonable commercial efforts to maintain and preserve all of their respective rights under each of the Canamax Leases and under each of their respective Permits;

(o) Canamax shall not, and shall not permit any of the Canamax Subsidiaries to, file, amend, abandon, fail to progress, or withdraw any application for Permits or other regulatory approval in respect of Canamax Assets;

(p) Canamax shall not implement any shareholders rights plan or any other form of plan, agreement, contract or instrument that will trigger any rights to acquire Common Shares or other securities of Canamax or other rights, entitlements or privileges in favour of any person;

(q) Canamax shall use its reasonable commercial efforts to cause the current insurance (or re-insurance) policies maintained by Canamax or any of the Canamax Subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums (subject to reasonable availability in the marketplace) are in full force and effect; provided that neither Canamax nor the Canamax Subsidiaries shall obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months and provided that AcquisitionCo will be granted the right to cancel any such insurance or reinsurance policy (other than any directors' and officers' insurance policy placed pursuant to Section 7.9 *[Insurance and Indemnification]*) after the Closing Date and to be paid the corresponding pro-rata return premium; and

(r) Canamax will not enter into or amend any Contract with any broker, finder or investment banker as contemplated in Section 3.1(u).

5.2 Pre-Acquisition Reorganizations

Canamax agrees that, upon request by AcquisitionCo, Canamax shall, and shall cause the Canamax Subsidiaries to, use all reasonable commercial efforts to: (i) effect such reorganizations of their respective businesses, operations and assets or such other transactions (which, for certainty, may include transactions to which AcquisitionCo, or an affiliate thereof, may be party) as AcquisitionCo may request, acting reasonably (each, a "**Pre-Acquisition Reorganization**"); and (ii) co-operate with AcquisitionCo and its advisors in order to determine the nature of the Pre-Acquisition Reorganizations that might be undertaken and the manner in which they might most effectively be undertaken; provided that: (i) the Pre-Acquisition Reorganizations are not prejudicial to Canamax and the Canamax Subsidiaries (taken as a whole) or the Canamax Securityholders (in each case, having regard to the indemnities provided herein); (ii) the Pre-Acquisition Reorganizations do not materially impair the ability of AcquisitionCo to complete the Arrangement or materially delay the completion of the Arrangement; (iii) the Pre-Acquisition Reorganizations are effected as close as reasonably practicable prior to the Effective Time; (iv) none of Canamax or the Canamax Subsidiaries is required to take any action that could reasonably be expected to result in Taxes being imposed on, or any adverse Tax or other consequences to, any Canamax Securityholders incrementally greater than the Taxes or other consequences to such party in connection with the completion of the Arrangement in the absence of action being taken pursuant to this Section 5.2; (v) the Pre-Acquisition Reorganizations do not result in any material breach by Canamax or any of the Canamax Subsidiaries of any Contract or any breach by Canamax or any of the Canamax Subsidiaries of their respective organizational documents or Law; and (vi) the Pre-Acquisition Reorganizations shall not become effective unless AcquisitionCo has waived or confirmed in writing the satisfaction of all conditions in its favour under Section 6.1 *[Mutual Conditions Precedent]* and Section 6.2 *[Additional*

Conditions Precedent to the Obligations of AcquisitionCo] and shall have confirmed in writing that it is prepared to promptly and without condition (other than compliance with this Section 5.2) proceed to effect the Arrangement. AcquisitionCo waives any breach of a representation, warranty or covenant by Canamax, where such breach is a result of an action taken by Canamax or a Canamax Subsidiary in good faith pursuant to a request by AcquisitionCo in accordance with this Section 5.2. AcquisitionCo shall provide written notice to Canamax of any proposed Pre-Acquisition Reorganization at least 10 days prior to the Effective Time. Upon receipt of such notice, AcquisitionCo and Canamax shall work co-operatively and use reasonable commercial efforts to prepare, prior to the Effective Time, all documentation necessary and do all such other acts and things as are reasonably necessary, including making amendments to this Agreement or the Plan of Arrangement (provided that such amendments do not require Canamax to obtain approval of the Canamax Securityholders (other than as properly put forward and approved at the Canamax Meeting)), to give effect to such Pre-Acquisition Reorganization. If the Arrangement is not completed other than due to a breach by Canamax of the terms and conditions of this Agreement, AcquisitionCo shall (x) forthwith reimburse Canamax for all reasonable out-of-pocket costs and expenses incurred in connection with any proposed Pre-Acquisition Reorganization; and (y) indemnify Canamax and its directors, officers, employees, representatives and agents for any losses, costs, liabilities, damages, claims, judgments and penalties (other than those reimbursed in accordance with the foregoing) incurred by them and arising directly out of any Pre-Acquisition Reorganization, other than loss of profit; *provided however*, that such indemnity shall include any reasonable costs incurred by Canamax in order to restore the organizational structure of Canamax to a substantially identical structure of Canamax as at the date hereof.

5.3 Covenants of Canamax Regarding the Arrangement

Canamax shall perform, and shall cause the Canamax Subsidiaries to perform, all obligations required to be performed by Canamax or any of the Canamax Subsidiaries under this Agreement, cooperate, and cause each of the Designated Officers to cooperate, with AcquisitionCo in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated hereby and, without limiting the generality of the foregoing, Canamax shall and, where appropriate, shall cause the Canamax Subsidiaries to:

(a) except as specifically permitted by Section 7.2 *[Non-Solicitation]*, use its reasonable commercial efforts to obtain the Securityholders' Vote, and Canamax may engage a proxy solicitation agent if mutually agreed to between Canamax and AcquisitionCo;

(b) unless this Agreement shall have been terminated in accordance with Section 8.2 *[Termination]*, submit the Arrangement Resolution to the Voting Securityholders at the Canamax Meeting in accordance with Section 2.2(c) even if the Board shall have withdrawn, amended, modified or qualified its recommendation of this Agreement or the Arrangement;

(c) use its reasonable commercial efforts to obtain and maintain all necessary waivers, consents, permits, exemptions, orders, agreements, amendments, confirmations and approvals required to be obtained by Canamax or a Canamax Subsidiary in connection with the Arrangement from other parties to Contracts; and notwithstanding anything to the contrary in this Agreement, in connection with obtaining any approval or consent from any person (other than a Governmental Entity) with respect to any transaction contemplated hereby, (i) not, without the prior written consent of AcquisitionCo, pay or commit to pay to such person whose approval or consent is being solicited any amount of cash or other consideration, or make any commitment or incur any liability or other obligation due to such person, and (ii) AcquisitionCo shall not be required to pay or commit to pay to such person whose approval or consent is being solicited any cash or other consideration, or make any commitment or incur any liability or other obligation to such person;

(d) use its reasonable commercial efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from Canamax and the Canamax Subsidiaries relating to the Arrangement;

(e) use its reasonable commercial efforts to assist AcquisitionCo to obtain all Regulatory Approvals in a timely manner;

(f) ensure that it has available funds to permit the payment of the Termination Fee or Expense Reimbursement, as applicable, having regard to its other liabilities and obligations, and shall take all such actions as may be necessary to ensure that it maintains such availability to ensure that it is able to pay such amounts if and when required;

(g) advise AcquisitionCo as AcquisitionCo may reasonably request, and on a daily basis on each of the last 10 business days prior to the proxy cut-off date for the Canamax Meeting, as to the aggregate tally of the proxies received by Canamax in respect of the Arrangement Resolution;

(h) immediately inform AcquisitionCo as soon as it is aware of any communication (written or oral) received by Canamax from Voting Securityholders in opposition to the Arrangement and of any notice of Dissent Rights exercised or purported to have been exercised by any Canamax Shareholders received by Canamax or its representatives in relation to the Canamax Meeting and the Arrangement Resolution and any withdrawal of Dissent Rights received by Canamax and, subject to applicable Laws, any written communications sent by or on behalf of Canamax to any Canamax Shareholders exercising or purporting to exercise Dissent Rights in relation to the Arrangement Resolution;

(i) give notice to AcquisitionCo of the Canamax Meeting and allow AcquisitionCo's representatives and legal counsel to attend the Canamax Meeting; and

(j) indemnify and save harmless AcquisitionCo and its directors, officers, employees, representatives and agents from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits) to which AcquisitionCo and its directors, officers, employees, representatives or agents may be subject or which AcquisitionCo and its directors, officers, employees, representatives or agents may suffer, whether under the provisions of any Law or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

    (i) any misrepresentation or alleged misrepresentation in the Canamax Circular;

    (ii) any order made or any inquiry, investigation or proceeding by any Securities Authority or other competent authority based upon any untrue statement or omission of a material fact or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in any material filed by or on behalf of Canamax in compliance or intended compliance with Securities Laws; and

(iii) Canamax not complying with any requirement of applicable Laws in connection with the transactions contemplated hereby;

except that Canamax shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any misrepresentation or alleged misrepresentation based on information included in the Canamax Circular provided by AcquisitionCo or the non-compliance by AcquisitionCo with any requirement of applicable Laws in connection with the transactions contemplated hereby.

5.4 Covenants of AcquisitionCo Regarding the Arrangement

AcquisitionCo shall perform all obligations required to be performed by it under this Agreement, cooperate with Canamax in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated hereby and, without limiting the generality of the foregoing, AcquisitionCo shall:

(a) subject to the provision in Section 5.6(b), use its reasonable commercial efforts to obtain all Regulatory Approvals and to effect all necessary registrations, filings and submissions of information requested or required by Governmental Entities from AcquisitionCo relating to the Arrangement in a timely manner; and

(b) ensure that it has available funds at the Effective Time to pay the aggregate Cash Consideration and all other amounts required to be paid by it under the Plan of Arrangement at the Effective Time.

5.5 Covenant of ENR

ENR shall cause AcquisitionCo to perform all of its obligations under this Agreement and hereby guarantees, covenants and agrees to be jointly and severally liable with AcquisitionCo for the due and punctual performance of the obligations of AcquisitionCo arising under this Agreement and the Plan of Arrangement.

5.6 Mutual Covenants

Each of AcquisitionCo and Canamax covenants and agrees that, except as contemplated in this Agreement, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, it will:

(a) use its reasonable commercial efforts to satisfy all conditions precedent in this Agreement, carry out the terms of the Interim Order and the Final Order to the extent applicable to it and comply promptly with all requirements imposed by Law on it with respect to this Agreement and the Arrangement;

(b) use its reasonable commercial efforts, upon reasonable consultation with the other Party, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, all lawsuits or other legal, regulatory or other proceedings challenging or affecting this Agreement or the consummation of the transactions contemplated hereby; provided that, reasonable commercial efforts shall not require AcquisitionCo to proffer, negotiate, effect or agree to, the sale, divestiture, transfer or other disposition of any properties, assets, rights, interests, operations, businesses or its assets; or to accept any other conditions, restrictions, limitations or agreements affecting AcquisitionCo's or its affiliates' freedom of action with respect to, or its ability to retain, any properties, assets, rights, interests, operations, businesses, the Common Shares or the Canamax Assets;

(c) promptly notify the other Party in writing of (i) any notice or other communication from any person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such person (or another person) is or may be required in connection with this Agreement or the Arrangement (and the response thereto from such Party or its representatives), (ii) any communication from any Governmental Entity in connection with the transactions and Regulatory Approvals contemplated by this Agreement (and the response thereto from such Party or its representatives) or (iii) any Legal Action threatened or commenced against or otherwise affecting such Party that is related to the transactions contemplated hereby; and

(d) not take any action, refrain from taking any reasonable commercial action, or permit any action to be taken or reasonable commercial action to not be taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially impede or significantly delay the consummation of the Arrangement or the transactions contemplated hereby or which would diminish the value of Canamax and the Canamax Subsidiaries (taken as a whole) or the Canamax Assets in any way, in each case, except as permitted by this Agreement.

5.7 Regulatory Approvals

(a) Each of AcquisitionCo and Canamax shall:

(i) promptly inform the other Party of any material communication received by that Party from any Governmental Entity in respect of obtaining or concluding the Regulatory Approvals and keep the other Party informed of the status of discussions relating to obtaining or concluding the Regulatory Approvals;

(ii) use its reasonable commercial efforts to respond promptly to any request or notice from any Governmental Entity requiring the Parties, or any of them, to supply additional information that is relevant to the review of the transactions contemplated hereby in respect of obtaining or concluding the Regulatory Approvals;

(iii) permit the other Party to review in advance any proposed applications, notices, filings, submissions, undertakings, correspondence and communications of any nature (including responses to requests for information and inquiries from any Governmental Entity) in respect of obtaining or concluding the Regulatory Approvals, and shall provide the other Party with a reasonable opportunity to comment thereon and agree to consider those comments in good faith;

(iv) promptly provide the other Party with any applications, notices, filings, submissions, undertakings, correspondence and communications of any nature (including responses to requests for information and inquiries from any

Governmental Entity) that were submitted to a Governmental Entity in respect of obtaining or concluding the Regulatory Approvals; and

(v) not participate in any substantive meeting or discussion (whether in person, by telephone or otherwise) with a Governmental Entity in respect of obtaining or concluding the Regulatory Approvals unless it consults with the other Party in advance and gives the other Party the opportunity to attend and participate thereat.

(b) Notwithstanding any requirement in this Section 5.7 *[Regulatory Approvals]* or in Section 7.7 *[Access to Information; Confidentiality]*, where a Party (in this Section 5.7(b) only, a "**Disclosing Party**") is required under this Section 5.7 *[Regulatory Approvals]* or Section 7.7 *[Access to Information; Confidentiality]* to provide information to another Party (in this Section 5.7(b) only, "**Receiving Party**") that the Disclosing Party deems to be competitively sensitive information, the Disclosing Party may restrict the provision of such competitively sensitive information only to the internal legal counsel and external legal counsel of the Receiving Party, provided that the Disclosing Party also provides a redacted version of any such application, notice, filing, submissions, undertakings, correspondence or communications (including responses to requests for information and inquiries from any Governmental Entity) which contains the competitively sensitive information.

ARTICLE VI
CONDITIONS

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the transactions contemplated hereby are subject to the fulfillment, on or before the Effective Time or such other time specified, of each of the following conditions precedent:

(a) the Interim Order shall have been obtained in form and on terms satisfactory to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

(b) the Arrangement Resolution shall have been approved at the Canamax Meeting by not less than the Securityholders' Vote;

(c) the Final Order shall have been obtained in form and on terms satisfactory to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

(d) the Certificate of Arrangement shall have been issued by the Registrar and the Effective Date shall have occurred not later than the Outside Date;

(e) all Regulatory Approvals in form and substance satisfactory to the Parties, acting reasonably, shall have been obtained or concluded and, in the case of waiting or suspensory periods, shall have expired, been terminated or been waived;

(f) no Governmental Entity having jurisdiction in the circumstances shall have enacted, issued, promulgated, applied for (or advised any of the Parties in writing that it has determined to make such application), enforced or entered any Law (whether temporary, preliminary or permanent) that restrains, enjoins or otherwise prohibits consummation of, or dissolves the Arrangement or the transactions contemplated hereby; and

(g) this Agreement shall not have been terminated in accordance with its terms.

The foregoing conditions precedent are for the mutual benefit of the Parties and may only be waived, in whole or in part, by the mutual consent of the Parties in writing at any time in their sole discretion without prejudice to any other rights they may have. If any of the said conditions shall not be satisfied or waived in writing by both Parties on or before the date required for their performance and provided such non-compliance did not arise from the acts or omissions of the Party wishing to terminate, then a Party may terminate this Agreement by written notice to the other Party in addition to the other rights or remedies it may have at law or in equity against such other Party.

6.2 Additional Conditions Precedent to the Obligations of AcquisitionCo

The obligations of AcquisitionCo to complete the transactions contemplated hereby shall also be subject to the fulfillment of each of the following conditions precedent:

(a) all covenants of Canamax under this Agreement to be performed on or before the Effective Time shall have been duly performed by Canamax in all material respects, and AcquisitionCo shall have received a certificate of Canamax addressed to AcquisitionCo and dated the Effective Time, signed on behalf of Canamax by two directors or executive officers of Canamax (on Canamax's behalf and without personal liability), confirming the same as at the Effective Time;

(b) the representations and warranties of Canamax set forth in this Agreement shall be true and correct as of the Effective Time (except that to the extent that any such representation and warranty expressly speaks as of a specific date, such representation and warranty shall be true and correct as of that specific date), as though made on and as of the Effective Time, unless the failure to be true or correct, individually or in the aggregate, would not have a Material Adverse Effect (and, for this purpose, any reference to "material", Material Adverse Effect or other concepts of materiality in such representations and warranties shall be ignored). AcquisitionCo shall have received a certificate of Canamax addressed to AcquisitionCo and dated the Effective Time, signed on behalf of Canamax by two directors or executive officers of Canamax (on Canamax's behalf and without personal liability), confirming the same as at the Effective Time;

(c) no adverse Legal Action (whether by a Governmental Entity or any other person) shall be commenced, pending or threatened and no Law shall have been proposed, enacted, promulgated or applied, in either case reasonably likely to, (i) to cease trade, enjoin, prohibit or impose material conditions on the Arrangement or the transactions contemplated therein or herein, (ii) to cease trade, enjoin, prohibit or impose material conditions on the rights of AcquisitionCo to own or exercise full rights of ownership over the Common Shares upon the completion of the Arrangement or conduct the business conducted by Canamax, (iii) that would prevent, materially impede or significantly delay the consummation of the Arrangement or (iv) if the Arrangement is consummated, that would have a Material Adverse Effect;

(d) all other third party consents, waivers, Permits, orders and approvals required, whether under applicable Law, from Governmental Entities or parties to Contracts of Canamax or the Canamax Subsidiaries, or otherwise, in connection with the consummation of the Arrangement (including Regulatory Approvals) shall have been provided or obtained on terms and conditions acceptable to AcquisitionCo, acting reasonably, at or before the Effective Time, except where the failure to provide or obtain such would not, individually or in the aggregate, have a Material Adverse Effect or prevent, materially impede or significantly delay the completion of the transactions contemplated hereby;

(e) the Investment Agreements remain in effect, with each On-Going Shareholder and the Non-Resident Fund remaining a party thereto and being in compliance, in all material respects, with its obligations thereunder;

(f) between the date hereof and the Effective Time, there shall not have occurred any changes, events, circumstances or developments that would reasonably be likely to have (individually or in the aggregate) a Material Adverse Effect; and

(g) the aggregate number of Common Shares held, directly or indirectly, by Canamax Shareholders who have properly exercised Dissent Rights in connection with the Arrangement shall not exceed 5% of the outstanding Common Shares.

The foregoing conditions precedent are for the exclusive benefit of AcquisitionCo and may be waived, in whole or in part, by AcquisitionCo in writing at any time in its sole discretion without prejudice to any other rights it may have. If any of the said conditions shall not be satisfied or waived in writing by AcquisitionCo on or before the date required for their performance and provided such non-compliance did not arise from the acts or omissions of AcquisitionCo, then AcquisitionCo may terminate this Agreement by written notice to Canamax in addition to the other rights or remedies it may have at law or in equity against Canamax.

6.3 Additional Conditions Precedent to the Obligations of Canamax

The obligations of Canamax to complete the transactions contemplated hereby shall also be subject to the following conditions precedent:

(a) all covenants of AcquisitionCo under this Agreement to be performed on or before the Effective Time shall have been duly performed by AcquisitionCo in all material respects, and Canamax shall have received a certificate of AcquisitionCo, addressed to Canamax and dated the Effective Time, signed on behalf of AcquisitionCo by two directors or executive officers of AcquisitionCo (on AcquisitionCo's behalf and without personal liability), confirming the same as of the Effective Time;

(b) the representations and warranties of AcquisitionCo set forth in this Agreement shall be true and correct (for representations and warranties qualified as to materiality, true and correct in all respects, and for all other representations and warranties, true and correct in all material respects) as of the Effective Time (except that to the extent that any such representation and warranty expressly speaks as of a specific date, such representation and warranty shall be true and correct as of that specific date), as though made on and as of the Effective Time. Canamax shall have received a certificate of AcquisitionCo, addressed to Canamax and dated the Effective Time, signed on behalf of AcquisitionCo by two directors or executive officers of AcquisitionCo (on such AcquisitionCo's behalf and without personal liability), confirming the same as of the Effective Time;

(c) AcquisitionCo shall have deposited or caused to be deposited in escrow with the Depositary not less than one business day prior to the Closing Date, the aggregate consideration (including the Cash Consideration) payable to the Canamax Securityholders and Canamax shall have received written confirmation of the receipt of such funds by the Depositary; and

(d) the Investment Agreements remain in effect, with AcquisitionCo remaining a party thereto and being in compliance, in all material respects, with its obligations thereunder.

The foregoing conditions precedent are for the exclusive benefit of Canamax and may be waived, in whole or in part, by Canamax in writing at any time in its sole discretion without prejudice to any other rights it may have. If any of the said conditions shall not be satisfied or waived in writing by Canamax on or before the date required for their performance and provided such non-compliance did not arise from the acts or omissions of Canamax, then Canamax may terminate this Agreement by written notice to AcquisitionCo in addition to the other rights or remedies it may have at law or in equity against AcquisitionCo.

ARTICLE VII
ADDITIONAL AGREEMENTS

7.1 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement and the Effective Time, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect at any time from the date hereof to the Effective Time; or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder prior to the Effective Time.

(b) AcquisitionCo may not exercise its right to terminate this Agreement pursuant to Section 8.2(c)(ii) and Canamax may not exercise its right to terminate this Agreement pursuant to Section 8.2(d)(i) unless the Party seeking to terminate the Agreement shall have delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other obligations that the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, no Party may exercise such termination right, until the earlier of (i) the Outside Date and (ii) the date that is 10 business days following receipt of such notice by the Party to whom the notice was delivered if such matter has not been cured by such date.

7.2 Non-Solicitation

(a) Canamax shall, and shall cause the Canamax Subsidiaries, and their respective officers, directors, Canamax Employees, representatives and agents to, immediately cease and terminate, or cause to be terminated, any existing solicitations, encouragements, discussions, negotiations or other activities commenced prior to the date of this Agreement with any person (other than AcquisitionCo) that has made, indicated any interest in making or may reasonably be expected to make, an Acquisition Proposal.

(b) Canamax shall (i) immediately discontinue access to any data room relating to an Acquisition Proposal and (ii) promptly request and use its reasonable commercial efforts to require (A) the return or destruction of all information and (B) the destruction of all material including or incorporating or otherwise reflecting such information, in each case, to the extent provided to any third party (or to its officers, directors, employees, representatives or agents) that has entered into a confidentiality agreement with Canamax relating to a potential Acquisition Proposal to the extent that such information has not previously been returned or destroyed, and shall use its reasonable commercial efforts to ensure that such requests are honoured in accordance with the terms of such agreement.

(c) Canamax covenants and agrees (i) that it shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which it or any of the Canamax Subsidiaries is a party to the fullest extent permitted under applicable Law, including by obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof, and (ii) that neither it, nor any of the Canamax Subsidiaries or any of their respective representatives shall, without the prior written consent of AcquisitionCo (which may be withheld or delayed in the AcquisitionCo's sole and absolute discretion), release any person from, or terminate, waive, amend, suspend or otherwise modify such person's obligations respecting Canamax or any of the Canamax Subsidiaries under any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which Canamax or any of the Canamax Subsidiaries is a party.

(d) Except as expressly provided in this Section 7.2 *[Non-Solicitation]*, Canamax shall not, directly or indirectly, through any officer, director, Canamax Employee, consultant, investment banker, lawyer, accountant or other representative (including any financial or other advisor) or agent of Canamax or any of the Canamax Subsidiaries:

(i) solicit, assist, initiate, or knowingly facilitate or encourage (including by way of furnishing information or permitting any visit to any properties or facilities or entering into any agreement, arrangement or understanding) any inquiries, proposals or offers that constitute or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) enter into or otherwise engage or participate in any discussions or negotiations with any person regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) withdraw, amend, modify or qualify, or propose publicly or state an intention to withdraw, amend, modify or qualify, in a manner adverse to AcquisitionCo, the approval or recommendation of the Board or any committee thereof of this Agreement or the Arrangement;

(iv) furnish or provide access to any information or data concerning Canamax, the Canamax Subsidiaries or their respective businesses, properties or assets to any person in connection with, or that would reasonably be expected to constitute or lead to, an Acquisition Proposal;

(v) accept, approve, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, or take no position or a neutral position with respect to a publicly announced or publicly proposed Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five (5) business days following the formal announcement of such Acquisition Proposal will not be considered to be in violation of this Section 7.2 provided the Board has rejected such Acquisition Proposal and affirmed the Board's recommendation of the Arrangement before the end of such five (5) business day period); or

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, memorandum of understanding, agreement in principle or other agreement in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by Section 7.2(e)(iv)).

(e) Notwithstanding Section 7.2(d), or any other provision hereof, at any time prior to, but not after, obtaining the approval of the Voting Securityholders of the Arrangement Resolution, Canamax shall be permitted to enter into or participate in any discussions or negotiations with any third party in response to an Acquisition Proposal by such person and may provide copies of, or access to or disclosure of information, properties, facilities, books or records of Canamax if and only if:

(i) the Board first determines in good faith, after consultation with its outside legal counsel, that based on the information then available and after consultation with its financial advisor(s), such Acquisition Proposal constitutes, or would reasonably be expected to constitute or lead to, a Superior Proposal;

(ii) such person was not restricted from, or had not otherwise been released from, making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure or similar agreement, restriction or covenant with Canamax;

(iii) Canamax has been, and would be after entering into or participating in any such discussions or negotiations, in compliance with all of its obligations under this Section 7.2 *[Non-Solicitation]*;

(iv) prior to providing any such copies, access or disclosure, Canamax enters into a confidentiality and standstill agreement with such person with terms at least as restrictive in all material respects on such person as the Confidentiality Agreement and any such copies, access or disclosure provided to such person shall have already been (or simultaneously be) provided to AcquisitionCo; and

(v) Canamax promptly provides AcquisitionCo with:

(A) prompt written notice stating Canamax's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure; and

(B) prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality agreement referred to in Section 7.2(e)(iv).

(f) Canamax shall promptly notify AcquisitionCo, at first orally and then within 24 hours in writing, of any proposal, inquiry, offer or request relating to, or constituting an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Canamax in connection with an Acquisition Proposal or for access to the properties, facilities, books or records of Canamax or any of the Canamax Subsidiaries by any person that informs Canamax that it is considering making, or has made, an Acquisition Proposal and any amendment thereto. If in writing or electronic form, Canamax shall provide a copy thereof to AcquisitionCo, and if not in writing or electronic form, a description of the terms and conditions of any such Acquisition Proposal or proposal, inquiry, offer or request and shall provide the identity of the person making any such Acquisition Proposal or proposal, inquiry, offer or request and such other details as AcquisitionCo may reasonably request. Canamax shall keep AcquisitionCo fully informed on a current basis of the status of, developments to and any change in the terms of any such Acquisition Proposal or proposal, inquiry, offer or request and answer AcquisitionCo's reasonable questions with respect thereto. Canamax shall provide to AcquisitionCo copies of all correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the terms of such correspondence sent to Canamax by or on behalf of any person making any such Acquisition Proposal.

(g) If Canamax receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Voting Securityholders, the Board may accept, approve or recommend such Acquisition Proposal and enter into a definitive agreement with respect to such Superior Proposal if and only if:

(i) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure or similar agreement, restriction or covenant (that had not otherwise been waived);

(ii) Canamax has been, and continues to be, in compliance with all of its obligations under this Section 7.2 *[Non-Solicitation]*;

(iii) Canamax has provided AcquisitionCo with written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement with respect to such Superior Proposal, together with a written notice from the Board regarding the value and financial terms that the Board, in consultation with its financial advisor(s), has determined should be ascribed to any non-cash consideration offered under such Acquisition Proposal (the "**Superior Proposal Notice**");

(iv) Canamax has provided AcquisitionCo with a copy of the proposed definitive agreement for the Superior Proposal and all supporting materials, including any financing documents supplied to Canamax in connection therewith;

(v) at least five business days (the "**Matching Period**") have elapsed from the date that is the later of the date on which AcquisitionCo received the Superior

Proposal Notice and the date on which AcquisitionCo received all of the materials set forth in Section 7.2(g)(iv);

(vi) during any Matching Period, AcquisitionCo has had the opportunity (but not the obligation), in accordance with Section 7.2(h), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(vii) after the expiry of the Matching Period, the Board (A) has determined in good faith, after consultation with its outside legal counsel and its financial advisor(s), that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by AcquisitionCo under Section 7.2(h)) and (B) has determined in good faith, after consultation with its outside legal counsel, that recommending that Canamax enter into a definitive agreement with respect to such Superior Proposal is necessary in order for the Board to comply with its fiduciary duties under applicable Law;

(viii) Canamax concurrently terminates this Agreement pursuant to Section 8.2(d)(ii); and

(ix) Canamax has previously, or concurrently shall have, paid to AcquisitionCo the Termination Fee.

(h) During the Matching Period, or such longer period as Canamax may approve in writing for such purpose: (i) the Board shall review any offer made by AcquisitionCo under Section 7.2(g)(vi) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) Canamax shall negotiate in good faith with AcquisitionCo to make such amendments to the terms of this Agreement and the Arrangement as would enable AcquisitionCo to proceed with the transactions contemplated hereby on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, Canamax shall promptly so advise AcquisitionCo and Canamax and AcquisitionCo shall amend this Agreement to reflect such offer made by AcquisitionCo, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(i) The Board shall promptly reaffirm its recommendation of the Arrangement by news release after any Acquisition Proposal is publicly announced or made if: (i) the Board determines that the Acquisition Proposal is not a Superior Proposal; or (ii) the Board determines that an amendment to the terms of the Arrangement as contemplated under Section 7.2(g)(vi) has been agreed that results in the Acquisition Proposal not being a Superior Proposal. AcquisitionCo and its counsel and other advisors shall be given a reasonable opportunity to review and comment on the form and content of any such news release.

(j) Each successive amendment or modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of this Section 7.2 *[Non-Solicitation]* and AcquisitionCo shall be afforded a new Matching Period from the later of the date on which AcquisitionCo received the Superior Proposal Notice and the date on which

AcquisitionCo received all of the materials set forth in Section 7.2(g)(iv) with respect to the new Superior Proposal from Canamax.

(k) Nothing contained in this Agreement shall: (i) limit in any way the obligation of Canamax to convene and hold Canamax Meeting in accordance with Section 2.2 *[Implementation Steps by Canamax]* of this Agreement unless this Agreement is terminated in accordance with Article VIII *[Term, Termination, Amendment and Waiver]* or (ii) prevent the Board from complying with section 2.17 of Multilateral Instrument 62-104 *Takeover Bids and Issuer Bids* and similar provisions under Securities Laws relating to the provision of directors' circulars and making appropriate disclosure to its securityholders.

(l) Canamax shall advise its officers, directors, employees, representatives and agents of the prohibitions set forth in this Section 7.2 *[Non-Solicitation]* and any violation of the restrictions set forth in this Section 7.2 *[Non-Solicitation]* by Canamax or its officers, directors, employees, representatives and agents is deemed to be a breach of this Section 7.2 *[Non-Solicitation]* by Canamax.

7.3 Agreement as to Damages

Canamax shall pay, or cause to be paid, to AcquisitionCo (or to such affiliate of AcquisitionCo as it may direct in writing) by wire transfer of immediately available funds an amount equal to $3,930,000 (the "**Termination Fee**") if:

(a) AcquisitionCo shall have terminated this Agreement pursuant to Section 8.2(c)(i) or 8.2(c)(iii), in which case payment shall be made within two business days of such termination; or

(b) Canamax shall have terminated this Agreement pursuant to Section 8.2(d)(ii), in which case payment shall be made to AcquisitionCo in accordance with Section 7.2(g)(ix); or

(c) after the date hereof, but prior to the termination of this Agreement, (i) an Acquisition Proposal shall have been made or proposed to Canamax or otherwise publicly announced, or a person shall have publicly announced an intention to do so; (ii) the Securityholders' Vote shall have been held prior to the Outside Date, while any Acquisition Proposal remains outstanding and the Arrangement Resolution shall not have been approved pursuant thereto; and (iii) within 270 days after the date of the termination of this Agreement, any Acquisition Proposal is consummated by Canamax, in which case payment shall be made on the date on which such Acquisition Proposal is consummated.

Canamax shall only be obligated to pay the Termination Fee once pursuant to this Section 7.3 *[Agreement as to Damages]*.

7.4 Expense Reimbursement

(a) Canamax shall pay, or cause to be paid, to AcquisitionCo by wire transfer of immediately available funds, the reasonable documented out-of-pocket expenses of AcquisitionCo and its affiliates incurred in connection with the transactions contemplated hereby (to a maximum of $1,000,000), including but not limited to, financial advisor fees, regulatory filing fees, fees of outside legal counsel and all other general fees, costs and expenses incurred by AcquisitionCo in connection the Arrangement (the "**Expense**

Reimbursement"), without prejudice to any other rights it may have, if this Agreement shall have been terminated by AcquisitionCo pursuant to Section 8.2(c)(ii), such payment to be made within two business days of any such termination.

(b) Canamax shall only be obligated to pay the Expense Reimbursement once pursuant to this Section 7.4 *[Expense Reimbursement]*.

(c) No Expense Reimbursement shall be payable pursuant to this Section 7.4 *[Expense Reimbursement]* if Canamax has paid the Termination Fee and Canamax shall only be required to pay the difference between the Termination Fee and the Expense Reimbursement if, after Canamax has paid the Expense Reimbursement to AcquisitionCo, Canamax becomes obligated to pay the Termination Fee.

7.5 Liquidated Damages

The Parties acknowledge that the payment of the Termination Fee set forth in Section 7.3 *[Agreement as to Damages]* is the payment of liquidated damages that is a genuine pre-estimate of the damages AcquisitionCo will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and is not a penalty. Canamax irrevocably waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive. For greater certainty, AcquisitionCo agrees that its right to receive payment of the amount determined pursuant to Section 7.3 *[Agreement as to Damages]* in the manner provided therein is the sole and exclusive remedy of AcquisitionCo in respect of the event giving rise to such payment; provided that this limitation shall not apply in respect of the event giving rise to such payment if there was fraud or a willful breach of this Agreement by Canamax.

7.6 Fees and Expenses

Except as provided in Section 5.2 *[Pre-Acquisition Reorganizations]* and Section 7.4 *[Expense Reimbursement]*, each Party shall pay all fees, costs and expenses incurred by such Party in connection with this Agreement and the Arrangement.

7.7 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with Section 5.7(b), applicable Law and the terms of any existing Contracts, Canamax shall, and shall cause the Canamax Subsidiaries and their respective officers, directors, Canamax Employees, independent auditors, advisers and agents to afford to AcquisitionCo and to its officers, employees, agents and representatives such access as AcquisitionCo may reasonably require at all reasonable times to its officers, senior employees, agents, offices, properties, books, records and Contracts, and shall make available to AcquisitionCo all data and information as AcquisitionCo may reasonably request, provided such access does not cause any unreasonable disruption to Canamax's business and operations prior to the Effective Time. AcquisitionCo acknowledges and agrees that all such information provided pursuant to this Section 7.7 *[Access to Information; Confidentiality]* is subject to the provisions of the Confidentiality Agreement. The Parties hereby acknowledge and agree that no investigations pursuant to this Section 7.7 *[Access to Information; Confidentiality]* shall affect or be deemed to modify any representation or warranty made by Canamax herein.

7.8 Privacy Matters

(a) Each Disclosing Party acknowledges and confirms that the disclosure of Transferred Information is necessary for the purposes of determining if the Parties shall proceed with the Acquisition, and that the disclosure of Transferred Information relates solely to the carrying on of the business and the completion of the transactions contemplated hereby.

(b) Each Disclosing Party covenants and agrees to, upon request, use its reasonable commercial efforts to advise the Recipient of all documented purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates and all additional documented purposes where the Disclosing Party has notified the individual of such additional purpose, and where required by Law, obtained the consent of such individual to such use or disclosure.

(c) In addition to its other obligations hereunder, Recipient covenants and agrees to: (i) prior to the completion of the transactions contemplated hereby, collect, use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated hereby, including for the purpose of determining to complete such transactions; (ii) after the completion of the transactions contemplated hereby, collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates or for the completion of the transactions contemplated hereby, unless (A) the Disclosing Party or Recipient have first notified such individual of such additional purpose, and where required by Laws, obtained the consent of such individual to such additional purpose, or (B) such use or disclosure is permitted or authorized by Law, without notice to, or consent from, such individual; (iii) where required by Law, promptly notify the individuals to whom the Transferred Information relates that the transactions contemplated hereby have taken place and that the Transferred Information has been disclosed to Recipient; (iv) return or destroy the Transferred Information, at the option of the Disclosing Party, should the transactions contemplated hereby not be completed; and (v) notwithstanding any other provision herein, where the disclosure or transfer of Transferred Information to Recipient requires the consent of, or the provision of notice to, the individual to which such Transferred Information relates, to not require or accept the disclosure or transfer of such Transferred Information until the Disclosing Party has first notified such individual of such disclosure or transfer and the purpose for same, and where required by Laws, obtained the individual's consent to same and to only collect, use and disclose such information to the extent necessary to complete the transactions contemplated hereby and as authorized or permitted by Laws.

(d) Recipient shall at all times keep strictly confidential all Transferred Information provided to it, and shall instruct those employees or advisors responsible for processing such Transferred Information to protect the confidentiality of such information in a manner consistent with the Recipient's obligations hereunder and according to applicable Laws. Recipient shall ensure that access to the Transferred Information shall be restricted to those employees or advisors of the Recipient who have a bona fide need to access such information in order to complete the transactions contemplated hereby.

(e) Recipient shall use its reasonable commercial efforts to protect and safeguard the Transferred Information including, without limitation, to protect the Transferred Information from loss or theft, or unauthorized access, disclosure, copying, use, modification, disposal or destruction and promptly advise Disclosing Party should any such loss, theft or unauthorized activity occur and shall only use, disclose, process, store or enable access to such Transferred Information in Canada, the United States or such other jurisdictions as Disclosing Party may approve in writing from time to time.

7.9 Insurance and Indemnification

(a) AcquisitionCo will, or will cause Canamax and the Canamax Subsidiaries to, maintain in effect without any reduction in amount or scope for six years from the Effective Time customary policies of directors' and officers' liability insurance providing protection no less favourable to the protection provided by the policies maintained by Canamax and the Canamax Subsidiaries that are in effect immediately prior to the Effective Time and providing protection in respect of claims arising from facts or events that occurred on or prior to the Effective Time. Prior to the Effective Time, Canamax may, in the alternative, with the prior written consent of AcquisitionCo, not to be unreasonably withheld, purchase run off directors' and officers' liability insurance for a period of up to six years from the Effective Time and in such event, neither of AcquisitionCo or Canamax shall have any further obligation under this Section 7.9(a).

(b) AcquisitionCo agrees that it shall directly honor all rights to indemnification or exculpation agreements, arrangements or rights now existing in favor of present and former officers and directors of Canamax and the Canamax Subsidiaries. All rights to indemnification or exculpation shall survive the completion of the Arrangement for six years from the Effective Time and the provisions of this Section 7.9 *[Insurance and Indemnification]* shall be binding, jointly and severally, on all successors of AcquisitionCo.

(c) The provisions of this Section 7.9 *[Insurance and Indemnification]* are intended for the benefit of, and shall be enforceable by, each insured or indemnified person, his or her heirs, executors, administrators and legal representatives and, for such purpose, Canamax hereby confirms that it is acting as agent and trustee on their behalf.

7.10 De-Listing of Common Shares and Canamax Warrants

Subject to applicable Laws, AcquisitionCo and Canamax shall use their reasonable commercial efforts to cause the Common Shares and Canamax Warrants to be delisted from the Exchange promptly following the completion of the Plan of Arrangement.

7.11 Resignations

Canamax shall use its reasonable commercial efforts to obtain and deliver to AcquisitionCo at the Effective Time evidence reasonably satisfactory to AcquisitionCo of the resignations effective as of the Effective Time, of all of the directors and officers of Canamax requested by AcquisitionCo, other than those directors or officers who are On-Going Shareholders or nominees of the Non-Resident Fund. Such resignations shall be received in consideration for AcquisitionCo and Canamax providing releases to each such persons (in a form satisfactory to AcquisitionCo and such resigning person, each acting reasonably) (the "**Mutual Releases**"), which Mutual Releases shall contain exceptions for amounts or obligations owing to such directors and/or officers for accrued but unpaid salary, directors' fees, bonuses, payments in respect of Canamax Options, other payments due pursuant to the Arrangement as a Canamax Securityholder, benefits and other compensation or pursuant to indemnity or directors' and officers' insurance arrangements, and for any change of control payments that may be owing to them pursuant to the terms of their employment with Canamax.

ARTICLE VIII
TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.2 Termination

(a) Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Effective Time by the mutual written agreement of AcquisitionCo and Canamax.

(b) Termination by AcquisitionCo or Canamax. This Agreement may be terminated by AcquisitionCo or Canamax at any time prior to the Effective Time:

(i) if the Effective Time has not occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this clause shall not be available to any Party whose failure to fulfill any of its obligations in this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such date; or

(ii) if the Arrangement Resolution is not approved by the Securityholders' Vote at the Canamax Meeting (or any adjournment or postponement thereof) in accordance with the Interim Order;

(c) Termination by AcquisitionCo. This Agreement may be terminated by AcquisitionCo at any time prior to the Effective Time:

(i) if:

(A) the Board shall have failed in the Canamax Circular to publicly recommend this Agreement or the Arrangement in the manner contemplated by Section 2.6 *[Circular]*;

(B) the Board or any committee thereof shall have withdrawn, withheld or qualified, amended or modified in a manner adverse to AcquisitionCo, its unanimous approval or recommendation of the Arrangement, or the Board or any committee thereof publicly announces its intention to do, or that it has done, any of the foregoing;

(C) the Board or any committee of the Board accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal or the Board fails to recommend unequivocally against acceptance of a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for more than five business days (or beyond the third business day prior to the date of the Canamax

Meeting, if sooner, as long as the Board has had at least two business days to act) after AcquisitionCo requests in writing, that it do so;

(D) the Board or any committee of the Board accepts or enters into (other than a confidentiality agreement permitted by and in accordance with Section 7.2 *[Non-Solicitation]*) or publicly proposes to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal; or

(E) the Board or any committee thereof fails to publicly reaffirm its recommendation of this Agreement and the Arrangement within five business days after the announcement or commencement of any Acquisition Proposal or within three business days after having been requested to do so by AcquisitionCo;

(ii) subject to Section 7.1 *[Notice and Cure Provisions]*, if AcquisitionCo is not in breach of any of its obligations under this Agreement and Canamax breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breach or breaches would, individually or in the aggregate, give rise to the failure of a condition set forth in Section 6.1 *[Mutual Conditions Precedent]* or Section 6.2 *[Additional Conditions Precedent to the Obligations of AcquisitionCo]*;

(iii) Canamax breaches any of its covenants or agreements in Section 7.2 *[Non-Solicitation]* in any material respect; or

(iv) if all of the conditions to the completion of the Arrangement for the benefit of AcquisitionCo have not been satisfied or waived on or prior to the date specified for such conditions to be satisfied or, in the absence of any such date, on or prior to the Outside Date, other than as a result of a breach of this Agreement by AcquisitionCo.

(d) <u>Termination By Canamax</u>. This Agreement may be terminated by Canamax at any time prior to the Effective Time if:

(i) subject to Section 7.1 *[Notice and Cure Provisions]*, Canamax is not in breach of any of its obligations under this Agreement and AcquisitionCo breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breaches would, individually or in the aggregate, give rise to the failure of a condition set forth in Section 6.1 *[Mutual Conditions Precedent]* or Section 6.3 *[Additional Conditions Precedent to the Obligations of Canamax]*;

(ii) Canamax enters into a definitive agreement with respect to a Superior Proposal in compliance with the provisions of Section 7.2(g), provided that Canamax is then in compliance with Section 7.2 and provided that Canamax has previously paid or concurrently pays to AcquisitionCo the Termination Fee; or

(iii) if all of the conditions to the completion of the Arrangement for the benefit of Canamax have not been satisfied or waived on or prior to the date specified for such conditions to be satisfied or, in the absence of any such date, on or prior to the Outside Date, other than as a result of a breach of this Agreement by Canamax.

(e) Effect of Termination. If this Agreement is terminated in accordance with the foregoing provisions of this Section 8.2 *[Termination]*, this Agreement shall forthwith become void and of no further force or effect and no Party shall have any further obligations or liability hereunder except as provided in Section 5.2 *[Pre-Acquisition Reorganizations]*, Section 5.5 *[Covenant of ENR]*, Section 7.3 *[Agreement as to Damages]*, Section 7.4 *[Expense Reimbursement]*, Section 7.5 *[Liquidated Damages]*, Section 7.9 *[Insurance and Indemnification]*, Section 9.8 *[No Third Party Beneficiaries]* and this Section 8.2(e) and as otherwise expressly contemplated hereby. For greater certainty, if this Agreement is terminated in accordance with the foregoing provisions of this Section 8.2 *[Termination]*, the Parties' obligations in regards to Transferred Information, as provided for in Section 7.8 *[Privacy Matters]* and the Parties' obligations under the Confidentiality Agreement, shall survive such termination. Nothing in this Section 8.2 *[Termination]* shall relieve any Party from liability for any breach by it of this Agreement that occurred prior to the date of termination.

8.3 Amendment

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Canamax Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Voting Securityholders, and any such amendment may, subject to the Interim Order and Final Order and applicable Laws, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) modify any of the covenants contained herein and modify performance of any of the obligations of the Parties; and/or

(d) modify any conditions precedent contained herein,

provided that no such amendment reduces or materially adversely affects the consideration to be received by a Canamax Securityholder without approval by the affected Canamax Securityholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

8.4 Waiver

Canamax, on the one hand, and AcquisitionCo, on the other hand, may:

(a) extend the time for the performance of any of the obligations or acts of the other;

(b) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein; or

(c) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other;

provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Parties and, unless otherwise provided in the written waiver, shall be limited to the specific breach, covenant or condition waived. A Party's failure or delay in exercising any right under this Agreement shall not operate as a waiver of that right. A single or partial exercise of any right shall not preclude a Party from any other further exercise of that right or the exercise of any other right.

ARTICLE IX
GENERAL PROVISIONS

9.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following business day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

if to Canamax:

Canamax Energy Ltd.
Suite 610, 324 – 8th Avenue S.W.
Calgary, Alberta T2P 2Z2

Attention: Hugh Ross
Facsimile: **[Redacted]**
E-mail: **[Redacted]**

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
855-2nd Street S.W., Suite 3500
Calgary, Alberta T2P 4J8

Attention: Scott W.N. Clarke
Facsimile: **[Redacted]**
E-mail: **[Redacted]**

if to AcquisitionCo:

1936003 Alberta Ltd.
c/o Edge Natural Resources LLC
5950 Berkshire Lane, Suite 1000
Dallas, Texas 75225

Attention: Jesse Bomer
Facsimile: **[Redacted]**
E-mail: **[Redacted]**

with a copy to (which shall not constitute notice): Bennett Jones LLP
4500 Bankers Hall East
855 - 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: John Mercury/Jon C. Truswell
Facsimile: **[Redacted]**
E-mail: **[Redacted]**

and with a copy to (which shall not constitute notice): Stikeman Elliott LLP
4300 Bankers Hall West
888-3rd Street S.W.
Calgary, Alberta T2P 5C5

Attention: W. Chipman Johnston
Facsimile: **[Redacted]**
E-mail: **[Redacted]**

if to ENR: c/o Edge Natural Resources LLC
5950 Berkshire Lane, Suite 1000
Dallas, Texas 75225

Attention: Jesse Bomer
Facsimile: **[Redacted]**
E-mail:**[Redacted]**

with a copy to (which shall not constitute notice): Bennett Jones LLP
4500 Bankers Hall East
855 - 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: John Mercury/Jon C. Truswell
Facsimile: **[Redacted]**
E-mail: **[Redacted]**

9.2 Governing Law; Waiver of Jury Trial

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Alberta and the federal Laws of Canada applicable therein, and shall be construed and treated in all respects as an Alberta contract. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Alberta in respect of all matters arising under and in relation to this Agreement and the Arrangement. Each Party hereby waives any right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of the Parties in the negotiation, administration, performance and enforcement of this Agreement.

ENR hereby irrevocably designates Bennett Jones LLP (in such capacity, the "**Process Agent**"), with an office at 4500 Bankers Hall East, 855 - 2nd Street, S.W., Calgary, Alberta, Canada T2P 4K7, as its designee, appointee and agent to receive, for and on its behalf service of process in such jurisdiction in any Legal Action with respect to this Agreement or the transactions contemplated hereby, and such service shall be deemed complete upon delivery thereof to the Process Agent; provided that in the case of any such service upon the Process Agent, the Party effecting such service shall also deliver a copy thereof to ENR in the manner provided in Section 9.1 *[Notices]*. ENR shall take all such action as may be necessary to continue said appointment in full force and effect or to appoint another agent so that ENR shall at all times have an agent for service of process for the above purposes in Calgary, Alberta, Canada. Nothing herein shall affect the right of any Party to serve process in any manner permitted by applicable Law.

9.3 Equitable Remedies

The Parties agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, except as provided for in Section 7.5 *[Liquidated Damages]*, the Parties shall be entitled to equitable remedies, including specific performance, a restraining order and interlocutory, preliminary and permanent injunctive relief and other equitable relief to prevent breaches or threatened breaches of this Agreement, any requirement for the securing or posting of any bond in connection with obtaining any such injunctive or other equitable relief hereby being waived. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity to each of the Parties.

9.4 Assignment, Binding Effect and Entire Agreement

(a) Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

(b) This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) This Agreement (including the Schedules and Disclosure Letter hereto), the Confidentiality Agreement and the Investment Agreements constitute the entire agreement among the Parties, and supersede all other prior agreements, understandings, negotiations and discussions both written and oral, between the Parties with respect to the subject matter hereof and thereof. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and the Investment Agreements. The Parties have not relied on and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated hereby.

9.5 Limited Recourse

Notwithstanding anything that may be expressed or implied in this Agreement, no other person shall have any obligation hereunder and, notwithstanding that ENR is a limited partnership, no recourse hereunder or under any documents or instruments delivered in connection herewith shall be had against any former, current or future director, officer, employee, agent, limited partner, manager, member, stockholder, affiliate of ENR or any former, current or future director, officer, employee, agent, limited partner, manager, member, stockholder, affiliate of any of the foregoing, whether by the enforcement of any assessment or by any Legal Action, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, limited partner, manager, member, stockholder, affiliate of ENR or any former, current or future director, officer, employee, agent, limited partner, manager, member, stockholder, affiliate of any of the foregoing, as such, for any obligations of ENR under this Agreement or any documents or instrument delivered in connection herewith or for any claim based on, in respect of, or by reason of such obligation or their creation.

9.6 Further Assurances

Each Party shall, from time to time and at all times hereafter, at the request of the other Parties, but without further consideration, do all such further acts and things, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.7 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.8 No Third Party Beneficiaries

Except as provided in Section 5.2 *[Pre-Acquisition Reorganizations]* and Section 7.9 *[Insurance and Indemnification]* and except for the rights of the Canamax Securityholders to receive the consideration for their Canamax Securities contemplated by the Plan of Arrangement following the Effective Time, which rights are hereby acknowledged and agreed by AcquisitionCo, this Agreement shall not confer any rights or remedies upon any person other than the Parties to this Agreement. AcquisitionCo appoints Canamax as the trustee for the Canamax Employees, directors and officers of Canamax and the Canamax Subsidiaries, as applicable, of the covenants of AcquisitionCo as specified in Section 5.2 *[Pre-Acquisition Reorganizations]* and Section 7.9 *[Insurance and Indemnification]* of this Agreement and Canamax accepts such appointment and agrees to hold the benefit and enforce the performance of such covenants on behalf of such persons.

9.9 Counterparts, Execution

This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

IN WITNESS WHEREOF each of the Parties have caused this Agreement to be executed as of the date first written above by their respective directors and officers thereunto duly authorized.

1936003 ALBERTA LTD.

Per: "*Roy Aneed*"
Name: Roy Aneed
Title: Director

CANAMAX ENERGY LTD.

Per: "*Brad Gabel*"
Name: Brad Gabel
Title: President & CEO

Per: "*Ian Buchanan*"
Name: Ian Buchanan
Title: General Counsel & Corporate Secretary

ENR PARTNERS LP

By: ENR GP LLC, its general partner

By: "*Jesse Bomer*"
Name: Jesse Bomer
Title: Managing Member

SCHEDULE "A"

To the Arrangement Agreement

Special Resolution of the Voting Securityholders pursuant to section 193 of the ABCA

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act* (Alberta) (the "**ABCA**") involving Canamax Energy Ltd. ("**Canamax**"), ENR Partners LP and 1936003 Alberta Ltd. ("**AcquisitionCo**"), as more particularly described and set forth in the Management Information Circular of Canamax dated December ●, 2015 (the "**Circular**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted.

2. The plan of arrangement, as it may be or have been amended, involving Canamax (the "**Plan of Arrangement**"), the full text of which is set out in Schedule "B" to the arrangement agreement dated as of December 4, 2015 (the "**Arrangement Agreement**"), is hereby authorized, approved and adopted.

3. The Arrangement Agreement (including the Plan of Arrangement), the actions of the directors of Canamax in approving the Arrangement and the actions of the directors and officers of Canamax in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified, approved and adopted.

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Voting Securityholders (as defined in the Arrangement Agreement) or that the Arrangement has been approved by the Court of Queen's Bench of Alberta (the "**Court**"), the directors of Canamax are hereby authorized and empowered, at their discretion, without further notice to or approval of the Voting Securityholders (i) to amend, modify, supplement or terminate the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement and approved by the Court, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement, at any time prior to the issuance of the certificate giving effect to the Arrangement.

5. Any officer or director of Canamax is hereby authorized and directed for and on behalf of Canamax to make an application to the Court for an order approving the Arrangement and to deliver to the Registrar the Articles of Arrangement, a certified copy of the Final Order (all as defined in the Arrangement Agreement) and to execute and, if appropriate, deliver such other documents as are necessary or desirable to the Registrar pursuant to the ABCA in accordance with the Arrangement Agreement.

6. Any officer or director of Canamax is hereby authorized and directed for and on behalf of Canamax to execute or cause to be executed and to deliver or cause to be delivered, all such other documents, agreements and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE "B"

To the Arrangement Agreement

Plan of Arrangement

PLAN OF ARRANGEMENT
UNDER SECTION 193 OF THE
BUSINESS CORPORATIONS ACT (ALBERTA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

(a) "**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9;

(b) "**AcquisitionCo**" means 1936003 Alberta Ltd., a corporation incorporated under the laws of the Province of Alberta;

(c) "**AcquisitionCo Common Shares**" means common shares in the capital of AcquisitionCo;

(d) "**AcquisitionCo Purchase Notes**" means the unsecured, non-interest bearing promissory notes issued by AcquisitionCo pursuant to Section 3.1(f) of this Plan of Arrangement with a maturity date of March 31, 2016 and a principal amount per AcquisitionCo Purchase Note equal to the Issue Price;

(e) "**AcquisitionCo Subscription Agreement**" means the subscription agreement between the Partnership and AcquisitionCo whereby the Partnership agrees to subscribe for AcquisitionCo Common Shares with the proceeds that the Partnership receives from the Tax-Exempt Plan Subscription Agreements;

(f) "**Amalco Preferred Shares**" means the preferred shares in the capital of the Amalgamated Corporation;

(g) "**Amalco Shares**" means the common shares in the capital of the Amalgamated Corporation;

(h) "**Amalgamated Corporation**" means the corporation resulting from the amalgamation of AcquisitionCo and Canamax pursuant to Section 3.1(l) of this Plan of Arrangement;

(i) "**Arrangement**" means the arrangement under section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the provisions of this Plan of Arrangement or made at the direction of the Court in the Final Order, with the consent of Canamax and AcquisitionCo, each acting reasonably;

(j) "**Arrangement Agreement**" means the arrangement agreement made as of December 4, 2015 between ENR Partners LP, AcquisitionCo and Canamax, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms;

(k) "**Arrangement Resolution**" means the special resolution to approve the Arrangement to be presented to the Voting Securityholders at the Canamax Meeting, in substantially the form set forth in the Canamax Circular;

(l) "**Articles of Arrangement**" means the articles of arrangement of Canamax in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been granted, giving effect to the Arrangement, which shall be in a form and content satisfactory to Canamax and AcquisitionCo, each acting reasonably;

(m) "**business day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta;

(n) "**Canamax**" means Canamax Energy Ltd., a corporation existing under the laws of the Province of Alberta;

(o) "**Canamax Circular**" means the notice of the Canamax Meeting and the accompanying Canamax management information circular, including all schedules, appendices and exhibits thereto, to be sent to the Canamax Securityholders in connection with the Canamax Meeting, as amended, supplemented or otherwise modified;

(p) "**Canamax Employees**" means all employees of Canamax;

(q) "**Canamax In the Money Option**" means a Canamax Option where the Issue Price is greater than the applicable exercise price of such Canamax Option;

(r) "**Canamax In the Money Option Amount**" means the amount obtained for each Canamax In the Money Option when the exercise price for such Canamax Option is deducted from the Issue Price;

(s) "**Canamax Meeting**" means the special meeting or meetings of the Voting Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Arrangement Agreement and the Interim Order to consider the Arrangement Resolution;

(t) "**Canamax Optionholder**" means a holder of Canamax Options;

(u) "**Canamax Options**" means the options to purchase Common Shares granted under the Canamax Stock Option Plan;

(v) "**Canamax Out of the Money Option**" means a Canamax Option where the Issue Price is equal to or less than the applicable exercise price of such Canamax Option;

(w) "**Canamax Securities**" means, collectively, the Common Shares, the Canamax Options and the Canamax Warrants;

(x) "**Canamax Securityholders**" means, collectively, the Canamax Shareholders, Canamax Optionholders and Canamax Warrantholders;

(y) "**Canamax Shareholders**" means the holders of the Common Shares;

(z) "**Canamax Stock Option Plan**" means the stock option plan of Canamax, as may be amended from time to time;

(aa) "**Canamax Warrant Indentures**" means the warrant indentures between the Corporation and Computershare Trust Company of Canada, as the warrant agent, dated April 30, 2014 and May 15, 2015 and a supplemental indenture dated August 22, 2014;

(bb) "**Canamax Warrants**" means the warrants to purchase Common Shares issued pursuant to the Canamax Warrant Indentures;

(cc) "**Canamax Warrantholders**" means the holders of Canamax Warrants;

(dd) "**Cash Consideration**" means the cash amount to be paid for each Common Share, other than Common Shares held by On-Going Shareholders and the Non-Resident Fund, pursuant to the terms of the Arrangement, being $0.67 per Common Share;

(ee) "**Certificate of Arrangement**" means the certificate or proof of filing to be issued by the Registrar pursuant to subsection 193(11) or subsection 193(12) of the ABCA in respect of the Articles of Arrangement giving effect to the Arrangement;

(ff) **"Class A Units"** means the class A units in the capital of the Partnership;

(gg) "**Common Shares**" means the common shares in the capital of Canamax;

(hh) "**Court**" means the Court of Queen's Bench of Alberta;

(ii) "**Depositary**" means such person as AcquisitionCo may appoint to act as depositary for the Common Shares and the Canamax Warrants in relation to the Arrangement, with the approval of Canamax, acting reasonably;

(jj) "**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in Section 5.1 of this Plan of Arrangement and the Interim Order;

(kk) "**Dissenting Shareholders**" means the registered holders of Common Shares who validly exercise, and have not withdrawn, Dissent Rights;

(ll) "**Effective Date**" means the effective date of the Arrangement, being the date shown on the Certificate of Arrangement;

(mm) "**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date or such other time on the Effective Date as may be agreed to in writing by AcquisitionCo and Canamax;

(nn) "**Exchanged Common Share**" means a Common Share held by an On-Going Shareholder including any Common Shares issued pursuant to 3.1(c)(ii) of this Plan of Arrangement (other than a Common Share held in a Tax-Exempt Plan);

(oo) "**Final Order**" means the final order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA, in a form acceptable to Canamax and AcquisitionCo, each acting reasonably, as contemplated by the Arrangement Agreement, as such order may be amended by the Court (with the consent of both Canamax and AcquisitionCo, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Canamax and AcquisitionCo, each acting reasonably) on appeal;

(pp) "**Governmental Entity**" means (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, commission, agency, board, agent or authority of any of the foregoing, (c) any stock exchange, or (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

(qq) "**Interim Order**" means the interim order of the Court under subsection 193(4) of the ABCA in a form acceptable to Canamax and AcquisitionCo, each acting reasonably, as contemplated by the Arrangement Agreement providing for, among other things, the calling and holding of the Canamax Meeting, as the same may be amended by the Court (with the consent of both Canamax and AcquisitionCo, each acting reasonably);

(rr) "**Issue Price**" means $0.67;

(ss) "**Letter of Transmittal**" means the letter of transmittal enclosed with the Canamax Circular pursuant to which Voting Securityholders are required to deliver certificates representing the Common Shares and the Canamax Warrants, as applicable, in connection with the Arrangement

(tt) "**Liens**" means any mortgage, charge, hypothec, prior claim, lien, pledge, assignment for security, security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligations of any person, as well as any other agreement or arrangement with any similar effect whatsoever;

(uu) "**Non-Resident**" means a non-resident of Canada for the purposes of the Tax Act or a partnership that is not a "Canadian partnership" as defined in the Tax Act;

(vv) "**Non-Resident Fund**" means 32 Degrees Diversified Energy Fund II (US) LP;

(ww) "**On-Going Shareholders**" means certain members of management and the board of directors of Canamax, certain Canamax Employees and 32 Degrees Diversified Energy Fund II (Canadian) LP, provided that each such Canamax Shareholder is not a Non-Resident at the Effective Time;

(xx) "**Partnership**" means the limited partnership to be formed under the laws of the Province of Alberta prior to the Effective Date;

(yy) "**person**" includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

(zz) "**Plan of Arrangement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions means this plan of arrangement and any amendments, variations or supplements hereto made in accordance with the terms hereof, the Arrangement Agreement or made at the direction of the Court in the Final Order, with the consent of both Canamax and AcquisitionCo, each acting reasonably;

(aaa) "**Registrar**" means the Registrar of Corporations or the Deputy Registrar of Corporations duly appointed under section 263 of the ABCA;

(bbb) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.);

(ccc) "**Tax-Exempt Plan**" means a registered retirement savings plan, registered retirement income fund, registered education savings plan, registered disability savings plan, deferred profit sharing plan or tax-free savings account (all as defined in the Tax Act) of which an On-Going Shareholder or the spouse, common law partner or child of an On-Going Shareholder is an annuitant, beneficiary, plan holder or subscriber;

(ddd) "**Tax Exempt Plan Subscribers**" means those On-Going Shareholders in respect of which any Common Shares are held in a Tax-Exempt Plan of such On-Going Shareholder or a spouse, common law partner or child of such On-Going Shareholder;

(eee) "**Tax Exempt Plan Subscription Agreements**" means the subscription agreements between certain Tax Exempt Plan Subscribers and the Partnership to subscribe for Class A Units;

(fff) "**Tax Withholding Amount**" has the meaning ascribed thereto in Section 3.1(c)(i); and

(ggg) "**Voting Securityholders**" means, collectively, the Canamax Shareholders and the Canamax Warrantholders.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa. Words importing gender include all genders. The words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by a party hereto is not a business day, such action shall be required to be taken on the next succeeding day that is a business day.

1.5 **Time**

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal are local time in Calgary, Alberta unless otherwise stipulated herein or therein.

1.6 **Currency**

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.7 **Statutory References**

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

ARTICLE 2
EFFECT OF THE ARRANGEMENT

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

2.2 This Plan of Arrangement will become effective upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, and be binding upon Canamax, the Canamax Securityholders, Dissenting Shareholders, AcquisitionCo and all other persons as and from the Effective Time, without any further act or formality required on the part of any person.

2.3 The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective at the times and in the sequence set out therein.

2.4 Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with respect to any party or person until the Effective Time.

ARTICLE 3
ARRANGEMENT

3.1 **The Arrangement**

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

Dissenting Canamax Shareholders

(a) subject to Section 5.1 hereof, the Common Shares held by Dissenting Shareholders shall be deemed to have been transferred to AcquisitionCo (free and clear of any Liens) for cancellation and:

(i) such Dissenting Shareholders shall cease to be the holders of such Common Shares, and shall cease to have any rights as holders of such Common Shares other than the right to be paid fair value for such Common Shares, as set out in Section 5.1 hereof; and

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Common Shares from the register of Common Shares maintained by or on behalf of Canamax;

Canamax Stock Options

(b) each Canamax Out of the Money Option held by a Canamax Optionholder prior to the Effective Time shall be cancelled for a cash payment equal to $0.001 for each Canamax Out of the Money Option, net of applicable withholding taxes which shall not be paid to such Canamax Optionholders and shall be remitted to the appropriate Governmental Entity in order to satisfy the applicable withholding tax obligations;

(c) each Canamax In the Money Option outstanding prior to the Effective Time held by a Canamax Optionholder shall be cancelled in exchange for:

(i) in respect of any Canamax Optionholder that is a Canamax Employee, a cash payment equal to the product obtained when 0.24 is multiplied by the Canamax In the Money Option Amount (the "**Tax Withholding Amount**"); and

(ii) the number of Common Shares equal to the quotient obtained when (x) the difference between the Canamax In the Money Option Amount less any Tax Withholding Amount is divided by (y) the Issue Price (and in the event that any fractional Common Shares are issued hereunder, the number of Common Shares shall be rounded up to the nearest whole number of Common Shares for fractions of 0.5 and above, and rounded down for fractions of less than 0.5),

provided that the Tax Withholding Amount shall not be paid to such Canamax Optionholders and shall be remitted to the appropriate Governmental Entity in order to satisfy the applicable withholding tax obligations;

Canamax Warrants

(d) each Canamax Warrant outstanding prior to the Effective Time held by a Canamax Warrantholder shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for a cash payment equal to $0.001 for each Canamax Warrant and:

(i) the Canamax Warrantholders shall cease to be holders of such Canamax Warrants and to have any rights as holders of such Canamax Warrants other than the right to receive the cash consideration pursuant to this Section 3.1(d); and

(ii) such holders' names shall be removed as the holders from the register of Canamax Warrants maintained by or on behalf of Canamax;

Transfer of Common Shares for Cash, AcquisitionCo Common Shares or AcquisitionCo Purchase Notes

(e) each Exchanged Common Share shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for AcquisitionCo issuing one (1) AcquisitionCo Common Share for each Exchanged Common Share and:

(i) the On-Going Shareholders shall cease to be holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to receive AcquisitionCo Common Shares pursuant to this Section 3.1(e);

(ii) such holders' names shall be removed as the holders from the register of Common Shares maintained by or on behalf of Canamax; and

(iii) an amount equal to the aggregate stated capital of all the Common Shares exchanged pursuant to this Section 3.1(e) shall be added to the stated capital account maintained by AcquisitionCo for the issued and outstanding AcquisitionCo Common Shares;

(f) each Common Share outstanding immediately prior to this Section 3.1(f) held by the Non-Resident Fund shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for one (1) AcquisitionCo Purchase Note and:

(i) such Canamax Shareholder shall cease to be a holder of such Common Shares and to have any rights as a holder of such Common Shares other than the right to be issued the AcquisitionCo Purchase Note pursuant to this Section 3.1(f); and

(ii) such holder's name shall be removed as the holder from the register of Common Shares maintained by or on behalf of Canamax;

(g) each Common Share outstanding immediately prior to this Section 3.1(g) other than (A) Exchanged Common Shares and (B) Common Shares transferred by the Non-Resident Fund to AcquisitionCo pursuant to Section 3.1(f) hereof shall be, and shall be deemed to be, transferred to, and acquired by, AcquisitionCo (free and clear of any Liens) in exchange for the Cash Consideration and:

(i) such Canamax Shareholders shall cease to be holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid the Cash Consideration pursuant to this Section 3.1(g); and

(ii) such holders' names shall be removed as the holders from the register of Common Shares maintained by or on behalf of Canamax;

Exchange of AcquisitionCo Common Shares for Class A Units

(h) each On-Going Shareholder shall transfer each such AcquisitionCo Common Share received pursuant to Section 3.1(e) to the Partnership (free and clear of any Liens) in exchange for one (1) Class A Unit;

Tax Exempt Plan Subscriptions

(i) the Tax-Exempt Plan Subscription Agreements shall become effective and the Tax-Exempt Subscribers shall acquire Class A Units pursuant to the terms of such agreements;

(j) the AcquisitionCo Subscription Agreement shall become effective and the Partnership shall subscribe for AcquisitionCo Common Shares pursuant to the terms of such agreement;

Reduction of Stated Capital

(k) the stated capital account for the Common Shares shall be reduced to $1.00 without any repayment of capital or payment of any other consideration therefor;

Amalgamation of AcquisitionCo and Canamax

(l) AcquisitionCo and Canamax shall be amalgamated and continue as the Amalgamated Corporation in accordance with the following:

   (i) the name of the Amalgamated Corporation shall be Canamax Energy Ltd.;

   (ii) the articles of amalgamation of the Amalgamated Corporation shall be the same as the articles of incorporation of AcquisitionCo;

   (iii) the authorized capital of the Amalgamated Corporation shall be the authorized capital of AcquisitionCo and shall be comprised of Amalco Shares and Amalco Preferred Shares;

   (iv) all of the Common Shares, all of which shall then be held by AcquisitionCo, shall be, and shall be deemed to be, cancelled without any repayment of capital or payment of any other consideration in respect of those shares;

   (v) each issued and outstanding AcquisitionCo Common Share shall be, and shall be deemed to be, converted into one Amalco Share, and an amount equal to the aggregate stated capital of the issued and outstanding AcquisitionCo Common Shares shall be added to the stated capital account maintained by the Amalgamated Corporation for the Amalco Shares;

   (vi) the property of each of the amalgamating corporations (other than the Common Shares) shall continue to be the property of the Amalgamated Corporation;

   (vii) the Amalgamated Corporation shall continue to be liable for the obligations of each of the amalgamating corporations;

   (viii) any existing cause of action, claim or liability to prosecution of either of the amalgamating corporations shall be unaffected;

   (ix) any civil, criminal or administrative action or proceeding pending by or against either of the amalgamating corporations may continue to be prosecuted by or against the Amalgamated Corporation;

(x) a conviction against, or ruling, order or judgment in favor of or against, either of the amalgamating corporations may be enforced by or against the Amalgamated Corporation;

(xi) the articles of amalgamation of the Amalgamated Corporation shall be deemed to be the articles of incorporation of the Amalgamated Corporation, and the certificate of amalgamation of the Amalgamated Corporation shall be deemed to be the certificate of incorporation of the Amalgamated Corporation;

(xii) the by-laws of the Amalgamated Corporation shall be the by-laws of AcquisitionCo, except that references therein to AcquisitionCo shall be changed to Canamax Energy Ltd.;

(xiii) there shall be a minimum of one (1) up to a maximum of seven (7) directors of the Amalgamated Corporation, of which the first ● (●) directors shall be:

[to be determined]

Name	Municipality of Residence
●	●

(xiv) the first officers of the Amalgamated Corporation shall be:

[**to be determined**]

Name	Office
●	●

(xv) the registered office of the Amalgamated Corporation shall be:

4300 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta T2P 5C5.

3.2 **Paramountcy**

From and after the Effective Time, this Plan of Arrangement shall take precedence and priority over any and all Canamax Options and Canamax Warrants issued and outstanding prior to the Effective Time and the terms and conditions thereof, including the terms and conditions of the Canamax Stock Option Plan, the Canamax Warrant Indentures and any agreement, certificate or other instrument granting or confirming the grant of the Canamax Options or issuance of the Canamax Warrants, as applicable. The rights of any person who held such securities immediately prior to the Effective Time and the obligation of Canamax and AcquisitionCo in relation thereto, shall be solely as provided in this Plan of Arrangement.

ARTICLE 4
CERTIFICATES, PAYMENTS AND TAX ELECTIONS

4.1 **Payment of Consideration**

(a) Forthwith following the Effective Time, AcquisitionCo shall, subject to Section 4.1(b) of this Plan of Arrangement, cause to be paid to the Canamax Shareholders the amounts payable in respect of the Common Shares required by Section 3.1 of this Plan of Arrangement, as applicable.

(b) Upon surrender to the Depositary for cancellation of a certificate or certificates which, immediately prior to the Effective Time, represented outstanding (i) Canamax Warrants that were transferred to AcquisitionCo pursuant to Section 3.1(d) hereof or (ii) Common Shares that were transferred to AcquisitionCo pursuant to Section 3.1(e), 3.1(f) or 3.1(g) hereof, as applicable, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, Voting Securityholders represented by such surrendered certificate(s) shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the consideration which such holder has the right to receive under this Plan of Arrangement for such Common Shares or Canamax Warrants, as applicable, less any amounts withheld pursuant to Section 4.3 hereof, as applicable, and any certificate(s) so surrendered shall forthwith be cancelled.

(c) From and after the Effective Time, each certificate, agreement or other instrument (as applicable) that immediately prior to the Effective Time represented the Canamax Securities shall be deemed to represent only the right to receive the consideration in respect of such Canamax Securities required under this Plan of Arrangement, less any amounts withheld pursuant to Section 4.3 hereof. Any such certificate, agreement or other instrument (as applicable) formerly representing Canamax Securities not duly surrendered on or before the day that is three years less one day from the Effective Date shall cease to represent a claim by or interest of any kind or nature against or in any of Canamax or AcquisitionCo. On such date, any and all consideration to which such former holder was entitled shall be deemed to have been surrendered to AcquisitionCo or Canamax, as applicable.

(d) Any payment made by way of cheque by the Depositary or AcquisitionCo pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or AcquisitionCo or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Time shall be returned by the Depositary to AcquisitionCo and any right or claim to payment hereunder that remains outstanding on the day that is three years less one day from the Effective Date shall cease to represent a right or claim by or interest of any kind or nature and the right of a former holder of the Canamax Securities to receive the consideration for such Canamax Securities pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to AcquisitionCo for no consideration.

(e) No former holder of Canamax Securities shall be entitled to receive any consideration with respect to such Canamax Securities other than the consideration to which such former holder is entitled to receive in accordance with this Section 4.1 and, as applicable, Section 5.1. For greater certainty, no such holder with be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 **Lost Certificates**

In the event any certificate which immediately prior to the Effective Time represented (i) one or more outstanding Common Shares that were transferred pursuant to Section 3.1(e), 3.1(f) or 3.1(g) of this Plan of Arrangement or (ii) one or more outstanding Canamax Warrants that were transferred to AcquisitionCo pursuant to Section 3.1(d) hereof, as applicable, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, AcquisitionCo or the Depositary, as applicable, will pay and deliver in exchange for such lost, stolen or destroyed certificate, the consideration to which the holder is entitled pursuant to this Plan of Arrangement. When authorizing such issuance and delivery in exchange for any lost, stolen or destroyed certificate, the person to whom such consideration is to be paid and delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to AcquisitionCo and the Depositary (acting reasonably) in such sum as AcquisitionCo and the Depositary may direct, or otherwise indemnify AcquisitionCo and the Depositary in a manner satisfactory to AcquisitionCo and the Depositary, acting reasonably, against any claim that may be made against AcquisitionCo and the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 **Withholding Rights**

Canamax, AcquisitionCo and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any Canamax Securityholder under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 5.1 hereof), such amounts as Canamax, AcquisitionCo or the Depositary determines, acting reasonably, are required to be deducted and withheld from such consideration in accordance with the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any other applicable law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such withholding was made, provided that such deducted and withheld amounts are remitted to the appropriate taxing authority.

4.4 **Section 85 Elections**

An On-Going Shareholder who exchanges Common Shares with AcquisitionCo for AcquisitionCo Common Shares pursuant to this Plan of Arrangement shall be entitled to make an income tax election with AcquisitionCo pursuant to subsection 85(1) or 85(2) of the Tax Act, as applicable (and the analogous provisions of provincial income tax law), by providing a duly completed and signed election form within 90 days of the Effective Date. An On-Going Shareholder who is required to file a similar provincial election form must provide a signed copy of the duly completed prescribed provincial election form to AcquisitionCo within 90 days following the Effective Date. Such election forms will be signed by AcquisitionCo and returned to the On-Going Shareholder within 30 days of receipt thereof by AcquisitionCo for filing with the applicable Governmental Entity. AcquisitionCo will not be responsible for the proper completion of any election form and, except for the obligation of AcquisitionCo to so sign and return duly completed election forms which are received by AcquisitionCo within 90 days of the Effective Date, AcquisitionCo will not be responsible for any taxes, interest or penalties resulting from the failure by an On-Going Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (and any applicable provincial legislation). In its sole discretion, AcquisitionCo may choose to sign and return an election form received by it more than 90 days following the Effective Date but has no obligation to do so.

4.5 **Subsection 97(2) Tax Election**

An On-Going Shareholder who exchanges AcquisitionCo Common Shares for Class A Units pursuant to this Plan of Arrangement shall be entitled to make an income tax election with the Partnership pursuant to subsection 97(2) of the Tax Act (and the analogous provisions of provincial income tax law), by providing a duly completed and signed election form within 90 days of the Effective Date. An On-Going Shareholder who is required to file a similar provincial election form must provide a signed copy of the duly completed prescribed provincial election form to the Partnership within 90 days following the Effective Date. Such election forms will be signed by the Partnership and returned to the On-Going Shareholder within 30 days of receipt thereof by the Partnership for filing with the applicable Governmental Entity. The Partnership will not be responsible for the proper completion of any election form and, except for the obligation of the Partnership to so sign and return duly completed election forms which are received by the Partnership within 90 days of the Effective Date, the Partnership will not be responsible for any taxes, interest or penalties resulting from the failure by an On-Going Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (and any applicable provincial legislation). In its sole discretion, the Partnership may choose to sign and return an election form received by it more than 90 days following the Effective Date but has no obligation to do so.

ARTICLE 5
DISSENT RIGHTS

5.1 Dissent Rights

Registered Canamax Shareholders may exercise Dissent Rights with respect to the Common Shares held by such holders in connection with the Arrangement pursuant to the procedure set forth in section 191 of the ABCA, as modified by the Interim Order, provided that Canamax Shareholders who exercise such Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their Common Shares shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(a) hereof) and shall be paid an amount equal to such fair value by AquisitionCo and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Shareholders not exercised their Dissent Rights in respect of such Common Shares and they shall be deemed to have transferred their Common Shares to AcquisitionCo (free and clear of any Liens) for cancellation; or

(b) are ultimately not entitled, for any reason, to be paid fair value for their Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive the Cash Consideration contemplated in Section 3.1(g) hereof that such Canamax Shareholder would have received pursuant to the Arrangement if such Canamax Shareholder had not exercised Dissent Rights, but further provided that in no case shall Canamax or AcquisitionCo or any other person be required to recognize Canamax Shareholders who exercise Dissent Rights as Canamax Shareholders after 5:00 p.m. (Calgary time) on the day that is two business days immediately preceding the date of the Canamax Meeting (as it may be adjourned or postponed from time to time), and the names of such Canamax Shareholders who exercise Dissent Rights shall be removed from the register of Common Shares at the Effective Time in accordance with Section 3.1(a)(ii) hereof.

In addition to any other restrictions under section 191 of the ABCA, none of the Canamax Shareholders who vote or have instructed a proxyholder to vote their Common Shares in favor of the Arrangement Resolution, shall be entitled to exercise Dissent Rights.

ARTICLE 6
AMENDMENT

6.1 Amendment of this Plan of Arrangement

(a) Canamax and AcquisitionCo reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is: (i) filed with the Court and, if made following the Canamax Meeting, approved by the Court; and (ii) communicated to the Voting Securityholders in the manner required by the Court (if so required).

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Canamax and AcquisitionCo at any time prior to or at the Canamax Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Arrangement Agreement, by the Voting Securityholders, shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Canamax Meeting shall be effective only: (i) if it is consented to by Canamax and AcquisitionCo (each acting reasonably); and (ii) if required by the Court or applicable law, it is consented to by the Voting Securityholders.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by AcquisitionCo, provided that it concerns a matter that, in the reasonable opinion of AcquisitionCo, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Canamax Securityholder.

SCHEDULE "C"

To the Arrangement Agreement

Form of Lock-Up Agreement

LOCK-UP AGREEMENT

Dear Sir/Madam:

Re: Arrangement involving 1936003 Alberta Ltd. and Canamax Energy Ltd.

Reference is made to the Arrangement Agreement dated as of the date hereof (the "**Arrangement Agreement**") between 1936003 Alberta Ltd. ("**AcquisitionCo**"), ENR Partners LP and Canamax Energy Ltd. ("**Canamax**"), which contemplates an arrangement of AcquisitionCo and Canamax pursuant to section 193 of the *Business Corporations Act* (Alberta) (the "**Arrangement**"). All capitalized terms not defined herein shall have the meanings attributed thereto in the Arrangement Agreement.

Under the Arrangement, AcquisitionCo intends to acquire all of the issued and outstanding Common Shares and Canamax Warrants.

We understand that you (the "**Canamax Securityholder**") beneficially own, directly or indirectly, or exercise control or direction over, the number and class of securities of Canamax set forth in your acceptance below (collectively, the "**Subject Securities**") which term shall include any Canamax Securities issued to the Canamax Securityholder after the date hereof pursuant to the exercise, vesting or settlement, as applicable, of any of such securities and all Canamax Securities otherwise acquired by the Canamax Securityholder after the date hereof.

In consideration for AcquisitionCo entering into the Arrangement Agreement with Canamax, the Canamax Securityholder hereby agrees to be bound by the terms set forth in "Terms of Lock-Up Agreement between Securityholders of Canamax Energy Ltd. and 1936003 Alberta Ltd.", attached hereto and forming a part hereof.

Yours truly,

1936003 ALBERTA LTD.

Per: ________________________________

Name:
Title:

[Remainder of Page Left Intentionally Blank]

Acceptance

The foregoing is hereby accepted as of and with effect from the ____ day of December, 2015 and the undersigned hereby confirms that the undersigned beneficially owns, directly or indirectly, or exercises control or direction over, the Subject Securities indicated below.

______________________________	______________________________
Witness	Name: Title:
	______________________________
	(insert number of Common Shares owned, controlled or directed)
	______________________________
	(insert number of Canamax Options owned)
	______________________________
	(insert number of Canamax Warrants owned, controlled or directed)

<u>Terms of Lock-Up Agreement between Securityholders of Canamax Energy Ltd. and 1936003 Alberta Ltd.</u>

1. Covenants of the Canamax Securityholder

By the acceptance of this letter agreement, the Canamax Securityholder hereby irrevocably and unconditionally agrees, from the date hereof until this letter agreement is terminated pursuant to paragraph 5 of this letter agreement:

(a) not to sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Securities, provided that (i) the foregoing restriction shall not prevent the Canamax Securityholder from exercising any of the Subject Securities in accordance with their terms, and (ii) the Canamax Securityholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Securities to a Related Person provided that such Related Person enters into an agreement with AcquisitionCo on the same terms as this letter agreement, or otherwise agrees with AcquisitionCo to be bound by the provisions hereof or as otherwise consented to by AcquisitionCo, which consent may be arbitrarily withheld. For the purposes hereof, "**Related Person**" means: (i) a spouse, common-law partner, parent, grandparent, brother, sister or child of the Canamax Securityholder; (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (i); (iii) an "associate" or "affiliate" within the meaning of the Securities Act; or (iv) a person whose securities are beneficially owned or controlled by substantially similar persons that beneficially own or control the securities of the Canamax Securityholder;

(b) to do all such things and to take all such steps as may reasonably be required to be done or taken by the Canamax Securityholder to vote, or cause to be voted, all of the Subject Securities having voting rights in respect of the Arrangement in favor of the Arrangement Resolution and any and all related matters to be put before the Canamax Securityholders, and to be voted to oppose any proposed action by any person whatsoever which could prevent or delay the completion of the Arrangement and the transactions contemplated by the Arrangement Agreement, and in accordance with the foregoing, to deliver or cause to be delivered a duly executed and irrevocable (except upon termination of this letter agreement in accordance with its terms) form of proxy or, with respect to any Subject Securities held through an investment dealer, financial institution or similar intermediary, voting instruction form in respect of any such matter not less than five (5) business days prior to the date of any such Canamax Meeting;

(c) not to solicit, initiate or encourage inquiries, submissions, proposals or offers from any other person relating to, or participate in any negotiations regarding, or furnish to any other person any information with respect to, or otherwise cooperate in any way with or assist or participate in or facilitate or encourage any effort or attempt with respect to: (i) any Acquisition Proposal; (ii) except as provided by the terms of this letter agreement, the direct or indirect acquisition or disposition of all or any of the Subject Securities; or (iii) any action which is inconsistent with the successful completion of the Arrangement.

(d) not to exercise any Dissent Rights with respect to the Subject Securities which might be available to the Canamax Securityholder in connection with the Arrangement; and

(e) not to exercise any shareholder rights or remedies available at common law or pursuant to corporate Laws or Securities Laws to delay, hinder, upset or challenge the Arrangement.

It is acknowledged that the covenants of the Canamax Securityholder set forth in paragraph 1(c) relate to the Canamax Securityholder acting solely in the capacity of a holder of the Subject Securities and not as a director or officer of Canamax and shall not restrict, limit or prohibit any fiduciary or legal obligation imposed on such Canamax Securityholder acting in the capacity of a director or officer of Canamax including any action permitted by Section 7.2 of the Arrangement Agreement.

2. Representations and Warranties of the Canamax Securityholder

The Canamax Securityholder represents and warrants to AcquisitionCo, and hereby acknowledges that Canamax and AcquisitionCo are relying upon such representations and warranties, that at the date hereof:

(a) the Canamax Securityholder is the beneficial owner of, or exercises control or direction over, the Subject Securities and has the power, authority and right to enter into this letter agreement;

(b) none of the Subject Securities are, or will be at the time of the Canamax Meeting, subject to any voting trust or voting agreement (other than this letter agreement), and there will not be any proxy in existence with respect to any of the Subject Securities except for any proxy given by the Canamax Securityholder for the purpose of fulfilling the Canamax Securityholder's obligations hereunder;

(c) no person has any agreement or option, or any right or privilege (whether by Law, preemptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto (other than this letter agreement or pursuant to the rights and conditions attaching to the Subject Securities);

(d) this letter agreement has been duly executed and delivered by the Canamax Securityholder, and assuming the due execution and delivery by AcquisitionCo, constitutes a valid and binding obligation of the Canamax Securityholder enforceable against it in accordance with its terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Laws relating to or affecting creditors' rights generally and to general principles of equity;

(e) neither the entering into of this letter agreement nor the performance by the Canamax Securityholder of any of the Canamax Securityholder's obligations under this letter agreement will constitute a breach of any agreement to which the Canamax Securityholder is a party or by which any of the Canamax Securityholder's assets or properties (including the Subject Securities) are bound; and

(f) there are and, at all times up to and including the date of the Canamax Meeting, will be no restrictions on the Subject Securities which would prevent the Canamax Securityholder from voting any of the Subject Securities which are entitled to be voted at the Canamax Meeting, in favor of the Arrangement Resolution.

3. Representations, Warranties and Covenants of AcquisitionCo

AcquisitionCo hereby represents and warrants to, and covenants with, the Canamax Securityholder that:

(a) AcquisitionCo is duly authorized to execute and deliver this letter agreement and the Arrangement Agreement; and

(b) upon acceptance by the Canamax Securityholder of this letter agreement, this letter agreement will be a valid and binding agreement, enforceable against AcquisitionCo in accordance with its terms and the execution of this letter agreement will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which AcquisitionCo is a party or by which it is bound.

4. Expenses

AcquisitionCo and the Canamax Securityholder agree to pay their own respective expenses incurred in connection with this letter agreement.

5. Termination

It is understood and agreed that the respective rights and obligations hereunder of AcquisitionCo and the Canamax Securityholder shall cease and this letter agreement shall terminate on the earlier of (a) the Effective Time, (b) the date that the Arrangement Agreement is terminated, (c) the Outside Date, or (d) the date that the Arrangement is not approved by the Securityholders' Vote at the Canamax Meeting.

6. Amendment

Except as expressly set forth herein, this letter agreement constitutes the entire agreement between the parties and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

7. Assignment

No party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party. The above notwithstanding, AcquisitionCo may assign all or any part of its rights or obligations under this letter agreement and any agreements ancillary hereto to one or more of its direct or indirect wholly-owned subsidiaries, affiliates or any combination thereof.

8. Disclosure

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement, neither party hereto shall disclose the existence of this letter agreement, or any details hereof, to any person other than AcquisitionCo or Canamax, or their respective directors, officers and advisors, without the prior written consent of the other party hereto, except to the extent required by Law. The existence and terms and conditions of this letter agreement may be disclosed by AcquisitionCo and Canamax in the news release of Canamax announcing the Arrangement, in the Canamax Circular prepared in respect of the Canamax Meeting and as otherwise required by Law (including by filing on SEDAR).

9. Enurement

This letter agreement will be binding upon and enure to the benefit of AcquisitionCo, the Canamax Securityholder and their respective executors, administrators, successors and permitted assigns.

10. Governing Law and Attornment

This letter agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the federal Laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

11. Time of the Essence

Time shall be of the essence of this letter agreement.

12. Remedies

The Canamax Securityholder agrees that if this letter agreement is breached, or if a breach hereof is threatened, damages may be an inadequate remedy, and therefore, without limiting any other remedy available at Law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof shall be available to AcquisitionCo.

13. Further Assurances

The Canamax Securityholder shall from time to time and at all times hereafter at the request of AcquisitionCo, acting reasonably, but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

14. Counterparts

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile or scanned e-mail.

This letter agreement shall be effective and enforceable in accordance with its terms as of the date that the Arrangement Agreement is executed by the parties thereto.