SHARE EXCHANGE AGREEMENT

AMONG

FRONTIER ACQUISITION CORP.

AND

TUCCARO INC., NEEGAN DEVELOPMENT CORPORATION LTD., TUC'S CONTRACTING LTD., NEEGAN TECHNICAL SERVICES LTD., WATER PURE & SIMPLE (FORT MCMURRAY) LTD. (COLLECTIVELY, THE "TUCCARO GROUP")

AND

DAVID TUCCARO, BEING THE SOLE SHAREHOLDER OF THE TUCCARO GROUP

Dated as of August 1, 2012

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SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is dated as of the 1st day of August, 2012.

AMONG:

FRONTIER ACQUISITION CORP., a company incorporated under the laws of the Province of Alberta and listed on the TSX Venture Exchange ("**Frontier**"),

AND:

TUCCARO INC., a company incorporated under the laws of the Province of Alberta ("**Tuccaro**"),

AND:

NEEGAN DEVELOPMENT CORPORATION LTD., a company incorporated under the laws of the Province of Alberta ("**Neegan Development**"),

AND:

TUC'S CONTRACTING LTD., a company incorporated under the laws of the Province of Alberta ("**Tuc**"),

AND:

NEEGAN TECHNICAL SERVICES LTD., a company incorporated under the laws of the Province of Alberta ("**Neegan Technical**"),

AND:

WATER PURE & SIMPLE (FORT MCMURRAY) LTD., a company incorporated under the laws of the Province of Alberta ("**WPS**" together with Tuccaro, Neegan Development, Tuc and Neegan Technical, the "**Tuccaro Group**"),

AND:

DAVID TUCCARO, an individual resident on the Westbank First Nation Reserve in the City of Kelowna in the Province of British Columbia (the "**Vendor**")

WHEREAS:

A. Frontier is a capital pool company within the meaning of the CPC Policy;

B. Pursuant to a non-binding letter of intent dated April 11, 2012 between Frontier and each member of the Tuccaro Group, Frontier and the Tuccaro Group agreed to effect a business combination pursuant to which Frontier would acquire all of the issued and outstanding securities of the Tuccaro Group so that such acquisition would constitute the Qualifying Transaction of Frontier;

C. The Parties intend to effect the Acquisition by way of share exchange, in accordance with and subject to the terms and conditions of this Agreement;

D. The Vendor is the owner, beneficially and of record, of all the issued and outstanding Tuccaro Group Shares as set out in Schedule "A" to this Agreement;

E. Frontier intends to carry out the Offering;

F. Frontier wishes to purchase all of the issued and outstanding Tuccaro Group Shares upon and subject to the terms and conditions of this Agreement; and

F. The Vendor wishes to exchange his Tuccaro Group Shares for Consideration Shares and the Cash Consideration upon and subject to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement, including the recitals hereto, the following terms have the meanings ascribed thereto as follows:

(a) "**Accounting Firm**" means any public accounting firm selected jointly by Frontier and the Vendor, each acting reasonably (failing which it shall be appointed by the Court of Queen's Bench in the Province of Alberta), provided that such firm is a "participating audit firm" within the meaning of National Instrument 52-108 – *Auditor Oversight* of the Canadian Securities Administrators and is independent of Frontier and the Tuccaro Group in accordance with the rules of professional conduct in a jurisdiction of Canada;

(b) "**Accounts Receivable**" means all accounts, notes, bills and other receivables, trade accounts and trade receivables, insurance claims and other amounts owing to the Tuccaro Group, together with any unpaid interest or fees accrued thereon which are outstanding on the Closing Date and the full benefit of all security or collateral for such amounts, including all advances and deposits;

(c) "**Acquisition**" means the acquisition of all of the Tuccaro Group Shares by Frontier pursuant to the terms and conditions in this Agreement;

(d) "**Acquisition Proposal**" means a proposal or offer by a third party to: (a) acquire in any manner, directly or indirectly, beneficial ownership of all or a material portion of the assets of any of the Tuccaro Group entities; (b) to acquire in any manner, directly or indirectly, beneficial ownership of or control or direction over more than 20% of the outstanding voting shares of any of the Tuccaro Group entities; or (c) to combine with any of the Tuccaro Group entities, whether by:

(i) an arrangement, amalgamation, merger, consolidation, joint venture, partnership or other business combination;

(ii) by means of a recapitalization or sale of shares in the capital of any of the Tuccaro Group entities (which for greater certainty shall include the issuance of securities from treasury); or

(iii) a tender offer or exchange offer or similar transaction involving any of the Tuccaro Group entities,

including any single or multi-step transaction or series of related transactions which is structured to permit such third party to acquire in any manner, directly or indirectly beneficial ownership of all or a material portion of the assets of any of the Tuccaro Group entities, beneficial ownership of or control or direction over more than 20% of the outstanding voting shares of any of the Tuccaro Group entities, or to amalgamate, merge or otherwise combine with any of the Tuccaro Group entities, or any public announcement of an intention to do any of the foregoing;

(e) "**Adjusted EBITDA**" means earnings before interest, taxes, depreciation and amortization, excluding non-recurring items and normalized for non-recurring expenses, fair market value lease expense related to the facilities currently occupied by any of the Tuccaro Group entities and owned by an affiliate of the Vendor, and other items as set out in the Tuccaro Group Disclosure Letter;

(f) "**Adjusted Purchase Price**" has the meaning ascribed thereto in Section 2.6(d);

(g) "**Agent's Option**" means the option granted to Raymond James Ltd. in connection with Frontier's initial public offering;

(h) "**Agents**" means collectively, Raymond James Ltd., CIBC World Markets Inc., GMP Securities L.P., Acumen Capital Finance Partners Limited and Stifel Nicolaus Canada Inc.;

(i) "**Agreement**" means this Share Exchange Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

(j) "**Authorization**" means, with respect to any Person, any order, permit, approval, waiver, licence or similar authorization of any Governmental Entity having jurisdiction;

(k) "**Benefit Plans**" means all health, welfare, supplemental unemployment benefit, bonus, profit sharing, deferred compensation, disability, employee assistance, life insurance, severance, change-of-control benefit, profit sharing, incentive, pension or retirement plans and other employee compensation or benefit plans, programs, policies or arrangements which are maintained by, contributed to or binding upon any of the Tuccaro Group entities (whether funded or unfunded, insured or self-insured, written or oral, registered or non-registered) for the benefit of current or former employees, officers or directors of any of the Tuccaro Group entities (or the dependents or beneficiaries thereof) or with respect to which any of the Tuccaro Group entities has any liability, but excluding any pension, workers' compensation, unemployment insurance or other comparable plan or program established or administered by any Governmental Entity;

(l) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in Calgary, Alberta, Canada;

(m) "**Cash and Cash Equivalents**" means cash, cash equivalents, money on deposit with banks, certificates of deposit and similar instruments and short-term investments;

(n) "**Cash Consideration**" has the meaning ascribed thereto in Section 2.2(b);

(o) "**Change of Control Agreement**" means any Contract to which any of the Tuccaro Group entities is a party or by which any of them is bound, including any Contract with an Employee, that contains "change of control" provisions that are or will be activated in connection with the entering into of this Agreement or the Closing and that, as a consequence thereof, immediately, on demand or notice, with the lapse of time or otherwise: (i) any of the Tuccaro Group entities will or could be required to pay any amount, transfer any property or asset or incur any liability; (ii) another party to such Contract will or could be entitled to terminate the Contract; or (iii) the terms or conditions of the Contract, and the respective rights and obligations of any of the Tuccaro Group entities, as applicable, and the other party, will otherwise be changed;

(p) "**Claims**" means any suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other proceeding or governmental investigation, including appeals and applications for review;

(q) "**Closing**" means the completion of the transactions contemplated herein;

(r) "**Closing Date**" means the day on which the Offering is completed and the conditions precedent in Article 11 are either satisfied or waived, or such other date as mutually agreed to by the Parties, but in any event no later than December 31, 2012;

(s) "**Closing Indebtedness**" means, as of the Closing Time, the aggregate of: (i) the total of all bank loans, lines of credit, capital leases and other forms of indebtedness, including any security or guarantees granted in connection therewith, owed by the Tuccaro Group to any third party and which are not discharged prior to the Closing Time; and (ii) the total of all indebtedness owing by the Tuccaro Group to the Vendor or any related parties; *provided, however*, that "**Closing Indebtedness**" specifically excludes any Current Liabilities and any security or guarantee granted by one member of the Tuccaro Group in favour of the debts or obligations of any other member of the Tuccaro Group;

(t) "**Closing Time**" means 10:00 a.m. (PDT) on the Closing Date;

(u) "**Closing Statement**" has the meaning set out in Section 2.6(b);

(v) "**Confidentiality Agreement**" means the confidentiality agreement entered into between Frontier and the Tuccaro Group dated February 27, 2012;

(w) "**Consideration Shares**" shall have the meaning ascribed to such term in Section 2.2(a);

(x) "**Contracts**" of any Person means all contracts, leases, sub-leases, licences, sub-licences, commitments, entitlements, understandings, engagements, deeds, indentures, mortgages, securities, warranties, guarantees, bargains, promises, covenant and other agreements to which such Person is a party or by which such Person is bound, whether written, oral or otherwise, and includes all quotations, orders or tenders issued by such Person which remain open for acceptance, which if accepted will be binding on the party thereto;

(y) "**Corporate Records**" means the corporate records of the applicable Tuccaro Group entity, including all constating documents and by-laws of the applicable Tuccaro Group entity, all minutes of meetings and resolutions of shareholders and directors (and any committees), all notices filed with Governmental Entities under applicable corporate laws, and all securities registers;

(z) "**CPC Policy**" means Policy 2.4 – *Capital Pool Companies* of the TSXV;

(aa) "**Current Assets**" means the current assets of the Tuccaro Group, provided that they have been historically recorded on the financial statements of the Tuccaro Group, to the extent any such item is considered to be a current asset in accordance with IFRS, but excluding all Cash and Cash Equivalents held by the Tuccaro Group at the Closing Time;

(bb) "**Current Liabilities**" means all current liabilities of the Tuccaro Group (other than Closing Indebtedness), provided that they have been historically recorded on the financial statements of the Tuccaro Group, to the extent any such item is considered to be a current liability in accordance with IFRS;

(cc) "**Effective Time**" means 12:00 a.m. (PDT) on the Closing Date;

(dd) "**Employees**" means all individuals who are directors, officers, employees or consultants of any of the Tuccaro Group entities and who are employed or similarly engaged for valuable consideration in connection with any of the Tuccaro Group Business, or who are otherwise entitled to receive any form of compensation from any of the Tuccaro Group entities (including deferred or contingent compensation) for regular and ongoing services rendered, including the Trust Accounting Staff and those employees of any of the Tuccaro Group entities on disability leave, parental leave or other absence;

(ee) "**Encumbrance**" means any lien, mortgage, charge, hypothecation, security interest, option, right of first refusal, pre-emptive right, easement, servitude, indenture, deed of trust, statutory or deemed trust, right of way, encroachment, licence to third parties, lease to third parties, security agreement, or other encumbrance or restriction or limitation on use of real or personal property, whether fixed or floating, or irregularity or imperfection in title thereto. For clarity, any hourly or daily rental of Equipment made by any member of the Tuccaro Group in the Ordinary Course does not constitute an Encumbrance;

(ff) "**Environmental Laws**" means all Laws relating to environmental health or safety, or pollution or the protection of the environment, including Laws relating to Releases or the manufacture, processing, distribution, treatment, storage, disposal, transportation, sale, offer for sale, distribution, labelling, handling or use of Hazardous Substances;

(gg) "**Equipment**" means all machinery, equipment, fixtures, accessories, supplies, spare parts, tools, personal property and other tangible property (including all tangible personal property that is not included in Trade Inventory, Office Equipment or Vehicles) owned by the applicable Tuccaro Group entity or used in carrying on the business of the applicable Tuccaro Group entity;

(hh) "**Equipment Leases**" means all capital leases, operating leases and licences, conditional sales contracts, title retention agreements and other similar agreements relating to any of the Equipment, Office Equipment or Vehicles, as set out in the Tuccaro Group Disclosure Letter;

(ii) "**Escrow Agent**" means the Vendor's Counsel;

(jj) "**Escrow Agreement**" means the escrow agreement to be entered into by and between Frontier, the Vendor and the Escrow Agent as at the Closing Time, substantially in the form set out in the Tuccaro Group Disclosure Letter;

(kk) "**Excluded Assets**" means those assets of the Tuccaro Group more particularly described in the Tuccaro Group Disclosure Letter;

(ll) "**Filing Statement**" means a filing statement to be prepared by Frontier in relation to the Qualifying Transaction in accordance with Form 3B2 of the TSXV, including any amendments filed with respect thereto;

(mm) "**Final Prospectus**" means the final long form prospectus of Frontier to be filed with Securities Authorities in connection with the Offering, including any amendments or supplements filed with respect thereto;

(nn) "**Frontier Annual Financial Statements**" means the audited financial statements for the period from October 20, 2011 to November 30, 2011, including the notes thereto and the report of Frontier's auditors thereon, a copy of which can be found under Frontier's profile on SEDAR at www.sedar.com;

(oo) "**Frontier Interim Financial Statements**" means the unaudited financial statements for the interim period ended February 29, 2012, including the notes thereto, a copy of which can be found under Frontier's profile on SEDAR at www.sedar.com;

(pp) "**Frontier Financial Statements**" means collectively, the Frontier Annual Financial Statements and the Frontier Interim Financial Statements;

(qq) "**Frontier Options**" means options to purchase Frontier Shares;

(rr) "**Frontier Shares**" means common shares in the capital of Frontier;

(ss) "**Frontier Shareholders**" means holders of Frontier Shares;

(tt) "**Frontier Subscription Receipts**" means the subscription receipts in the capital of Frontier to be issued pursuant to the Offering, each subscription receipt entitling the holder thereof to one common share in the capital of Frontier without further consideration or action on the part of the holder thereof;

(uu) "**Governmental Entity**" means any government, parliament, legislature, regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, court (federal, provincial or local) or other law, rule or regulation-making entity having jurisdiction or exercising executive, legislative, judicial, regulatory or administrative powers on behalf of any federation or nation, or any province, territory, state or other subdivision thereof or any municipality, district or other subdivision thereof;

(vv) "**Hazardous Substances**" means any substance or material that is defined or otherwise designated under Law (in effect at or prior to Closing) as being hazardous, dangerous or toxic or a pollutant or contaminant, the manufacture, processing, distribution, treatment, storage, disposal, transportation, sale, offer for sale, distribution, labelling, handling or use of which is prohibited, controlled or regulated under Law;

(ww) "**IFRS**" means international financial reporting standards, as in effect from time to time, consistently applied;

(xx) "**Intellectual Property**" means any and all industrial or intellectual property (whether foreign or domestic, registered or unregistered) owned or licensed by any of the Tuccaro Group or used in the operation, conduct or maintenance of the Tuccaro Group Business, as it is currently operated, conducted or maintained, including without limitation: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (ii) all trade-marks, trade-names, trade dress, logos, business names, corporate names, domain names, uniform resource locators (URLs) and the internet websites related thereto, and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) all industrial designs and all applications, registrations and renewals in connection therewith; (v) all proprietary, technical or confidential information, including all trade secrets, processes, procedures, know-how, show-how, formulae, methods, data, databases and corresponding information contained therein; (vi) all computer software (including all source code, object code and related documentation); (vii) all processes, lab journals, notebooks, product formulae and information, manufacturing, engineering and other drawings and manuals, technology, blueprints, research and development reports, technical information, technical assistance, engineering data and engineering specifications and similar materials recording or evidencing expertise or information used by the Tuccaro Group in the Tuccaro Group Business; and (viii) any industrial or intellectual property that may exist, arise or be embodied in those items set out in the Tuccaro Group Disclosure Letter, together with: (a) all copies and tangible embodiments of the foregoing (in whatever form or medium); (b) all improvements, modifications, translations, adaptations, refinements, derivations and combinations thereof; and (c) all Intellectual Property Rights related thereto;

(yy) "**Intellectual Property Rights**" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, industrial design law, copyright law, performance or moral rights law, trade-secret law, confidential information law, plant breeders law, integrated circuit topography law, semi-conductor chip protection law, trade-mark law, trade-name law, unfair competition law or other similar laws and includes legislation by competent governmental authorities and judicial decisions under common law or equity;

(zz) "**Laws**" means all statutes, codes, ordinance, regulations, statutory rules, published policies, published guidelines and terms and conditions of any order, grant of approval, permission, authority or license of any Governmental Entity, and the term "applicable" with respect to such Laws, and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities (all references herein to a specific statute being deemed to include all applicable rules, regulations, rulings, orders and forms made or promulgated under such statute and the published policies and published guidelines of the Governmental Entity administering such statute) and shall include the published rules and policies of the TSXV;

(aaa) "**Leased Premises**" means the premises which are the subject matter of the Real Property Leases;

(bbb) "**Lock-Up Agreement**" has the meaning set out in Section 2.17;

(ccc) "**Losses**" means damages, losses, deficiencies, costs, charges liabilities, claims, causes of action, indemnities, fines, penalties, expenses and any other liabilities whatsoever;

(ddd) "**Material Adverse Effect**" means, when used in connection with Frontier or the Tuccaro Group, as applicable, any event, condition or change which constitutes, or could reasonably be expected to have, a material adverse effect on their respective business, operations, assets, capitalization or financial condition of the Party and its Subsidiaries (if applicable) taken as a whole on a consolidated basis; provided, however, that the determination of whether a material adverse effect has occurred shall be made ignoring any event, change, fact or effect resulting from: (i) any change in IFRS, or Laws or interpretation thereof; (ii) any generally applicable change or development in economic, regulatory, business or financial market conditions, including currency exchange or commodity prices in Canada or elsewhere; (iii) any acts of terrorism or war; (iv) the execution or announcement of this Agreement; (v) in respect of Frontier, any breach of this Agreement by any of the Tuccaro Group entities or the Vendor; and (vi) in respect of any of the Tuccaro Group, any breach of this Agreement by Frontier, provided, however, that with respect to paragraphs (i), (ii) and (iii), such matter does not have a disproportionate effect on Frontier or the Tuccaro Group, as applicable, relative to other comparable companies or entities operating in the industry in which the party operates;

(eee) "**Material Contracts**" means all contracts or other obligations or rights (and all amendments, modifications and supplements thereto to which any Party or any of its Subsidiaries is a party affecting the obligations of any party thereunder) to which a Party or its Subsidiaries is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of the Party or its Subsidiaries taken as a whole;

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

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

(hhh) "**Neegan Development Assets**" means collectively, all assets associated or used in connection with the Neegan Development Business (other than the relevant Excluded Assets) including, without limitation, Corporate Records, Leased Premises, Equipment,

Equipment Leases, Intellectual Property, Intellectual Property Rights, Office Equipment, Software, Systems, Vehicles, Working Capital and other assets associated therewith or used in the operation thereof and all associated liabilities;

(iii) "**Neegan Development Business**" means the business now carried on by Neegan Development, being an energy service company that focuses on providing specialized services to oil sand companies operating in Alberta. Neegan Development provides equipment and services primarily to energy companies. Neegan Development's business includes but is not limited to: heavy hauling, earthworks construction, fuel and lube distribution services;

(jjj) "**Neegan Development "A" Shares**" means all of the issued and outstanding Class "A" voting shares in the capital of Neegan Development;

(kkk) "**Neegan Development "B" Shares**" means all of the issued and outstanding Class "B" non-voting shares in the capital of Neegan Development;

(lll) "**Neegan Technical Assets**" means collectively, all assets associated or used in connection with the Neegan Technical Business (other than the relevant Excluded Assets) including, without limitation, Corporate Records, Leased Premises, Equipment, Equipment Leases, Intellectual Property, Intellectual Property Rights, Office Equipment, Software, Systems, Vehicles, Working Capital and other assets associated therewith or used in the operation thereof and all associated liabilities;

(mmm) "**Neegan Technical Business**" means the business now carried on by Neegan Technical, being an energy service company that focuses on providing specialized services to oil sand companies operating in Alberta. Neegan Technical provides services primarily to energy companies. Neegan Technical's business includes but is not limited to: laboratory and geological core analysis management services to the oil sands industry and technical staffing;

(nnn) "**Neegan Technical Shares**" means all of the issued and outstanding Class "A" voting shares in the capital of Neegan Technical;

(ooo) "**Non-Competition Agreement**" has the meaning ascribed thereto in Section 2.13;

(ppp) "**Objection**" has the meaning ascribed thereto in Section 2.6(c);

(qqq) "**Offering**" means the prospectus offering of Frontier Subscription Receipts on a "commercially reasonable efforts" basis at a price per Frontier Subscription Receipt to be determined in the context of the market for gross proceeds of a minimum of $90,000,000;

(rrr) "**Offering Price**" the price of a Frontier Share to be determined in the context of the market in connection with the Offering;

(sss) "**Office Equipment**" means all furniture, personal computers, computer hardware, office equipment and office supplies owned by any of the Tuccaro Group entities or used in carrying on the Tuccaro Group Business, and specifically includes the personal computers and computer hardware identified as the Trust Assets;

(ttt) "**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day to day operations of the Person;

(uuu) "**Party**" means a party to this Agreement and "**Parties**" means all parties to this Agreement;

(vvv) "**Permits**" means in respect of a Party, all permits, licenses, variances, exemptions, orders and approvals of all Governmental Entities necessary for the lawful conduct of the respective businesses of the Party or any of its Subsidiaries;

(www) "**Permitted Encumbrances**" means: (i) Encumbrances specifically described in the Tuccaro Group Financial Statements; (ii) Encumbrances for current Taxes not yet due and payable or, if due and payable, Taxes which are not material and are being contested in good faith by or on behalf of any of the Tuccaro Group entities; (iii) registered agreements with municipalities or public utilities if they have been complied with or adequate security has been furnished to secure compliance; (iv) Encumbrances incurred or created in the Ordinary Course of the Tuccaro Group Business as security in favour of the person who is conducting the development or operation on Real Property owned by the Tuccaro Group (and which are not material in any event); (v) builders' liens, warehousemens' liens, materialmens' liens and similar Encumbrances in respect of costs related to the Tuccaro Group Assets incurred in the Ordinary Course of the Tuccaro Group Business (and which are not material in any event); (vi) Encumbrances granted in the Ordinary Course of the Tuccaro Group Business to a public utility, municipality or Governmental Entity with respect to the use or operation of the Tuccaro Group Assets (and which are not material in any event); (vii) servitudes, easements, zoning restrictions, rights-of-way, restrictions that run with the land, encroachments and other similar rights in Real Property or any interest therein, provided the same are registered on title and not of such nature as to materially adversely affect the use of the property subject thereto; (viii) the Equipment Leases set out in the Tuccaro Group Disclosure Letter; (ix) the Real Property Leases set out in the Tuccaro Group Disclosure Letter; and (x) the Encumbrances set out in the Tuccaro Group Disclosure Letter;

(xxx) "**Person**" means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, group, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Entity, syndicate or other entity, whether or not having legal status;

(yyy) "**Preliminary Prospectus**" means the preliminary long form prospectus of Frontier to be filed with Securities Authorities in connection with the Offering, including any amendments filed with respect thereto;

(zzz) "**Prospectuses**" means collectively, the Preliminary Prospectus and the Final Prospectus;

(aaaa) "**Purchaser's Counsel**" means Bennett Jones LLP;

(bbbb) "**Purchase Price**" has the meaning set out in Section 2.2;

(cccc) "**Qualifying Transaction**" has the meaning assigned thereto in the CPC Policy;

(dddd) "**Real Property**" means all lands and other real property, including all buildings, plants, structures, facilities and equipment erected therein or thereupon and all improvements and fixtures situated on or forming a part thereof (including Systems), together with all easements, rights of way, privileges and appurtenances belonging to and enduring to the benefit thereof;

(eeee) "**Real Property Leases**" means all leases, sub-leases, licences, sub-licences and similar agreements relating to any Real Property used or occupied by the Tuccaro Group, as set out in the Tuccaro Group Disclosure Letter;

(ffff) "**Receivables List**" means the list of Account Receivables owing to the Tuccaro Group set out in the Tuccaro Group Disclosure Letter;

(gggg) "**Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that permits a transaction to be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any applicable Governmental Entity;

(hhhh) "**Release**" means any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or migrating to, into or through the environment as described under any Environmental Laws;

(iiii) "**Resulting Issuer**" means the resulting issuer of Frontier's Qualifying Transaction with the Tuccaro Group;

(jjjj) "**Securities Act**" means, collectively, the *Securities Act* (Alberta), the *Securities Act* (British Columbia) and the *Securities Act* (Ontario) and all blanket rulings, policy statements, orders, rules and notices of the Alberta Securities Commission, the British Columbia Securities Commission and the Ontario Securities Commission;

(kkkk) "**Securities Authorities**" means the TSXV and any applicable securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof;

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

(mmmm) "**Share Transfer Form**" means the form of share transfer to be completed and executed by the Vendor to evidence the transfer of the Tuccaro Group Shares, in substantially the form set forth in the Tuccaro Group Disclosure Letter;

(nnnn) "**Software**" means all software computer programs used by the Tuccaro Group including all versions thereof and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data designations and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequences and organization, screen displays and report layouts, but specifically limited, in the case of commercially available software purchased by any Tuccaro Group entity, to the license granted on the purchase of such software and related documentation and manuals;

(oooo) "**Subsidiary**" means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;

(pppp) "**Superior Proposal**" means an unsolicited *bona fide* written Acquisition Proposal which, in the opinion of the board of directors of any of the Tuccaro Group entities, acting reasonably and in good faith and after consultation with its outside legal counsel and financial advisors, as reflected in minutes of the board of directors of the applicable Tuccaro Group entity:

(i) is reasonably likely to be completed on its terms taking into account all financial, regulatory and other aspects of such proposal;

(ii) is reasonably capable of being completed without undue delay, taking into account all aspects of such proposal and the party making such proposal;

(iii) for which either adequate financing to complete such Acquisition Proposal has been obtained, or is reasonably likely to be obtained; and

(iv) would, or would reasonably be expected to, if consummated in accordance with its terms (but not disregarding any risk of non-completion), result in a transaction that is more favourable, from a financial point of view, to the shareholders of the applicable Tuccaro Group entity than the transactions contemplated herein;

(qqqq) "**Systems**" means all mechanical and electrical systems used in connection with the operation and maintenance of any Real Property, including heating, ventilating, air conditioning, plumbing, electrical, sprinkler and drainage systems;

(rrrr) "**Target Working Capital**" means an amount equal to the monthly average of the trailing three month Working Capital, calculated having reference to the three calendar months ending immediately prior to the Closing Date;

(ssss) "**Tax Act**" means the *Income Tax Act* (Canada), as amended;

(tttt) "**Taxes**" means all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Entity in the nature of a tax, whatsoever including without limitation any income taxes, goods and services taxes, harmonized sales tax, provincial sales tax and capital tax, interest, additions to tax and penalties applicable thereto;

(uuuu) "**Tuccaro Group Disclosure Letter**" means the disclosure letter dated August 1, 2012 between Frontier, the Tuccaro Group and the Vendor;

(vvvv) "**Trade Inventory**" means all inventory owned by each of the Tuccaro Group entities, including raw materials and work-in-progress;

(wwww) "**Trust Accounting Staff**" means those individuals identified in the Tuccaro Group Disclosure Letter as the accounting personnel presently providing service to the Tuccaro

Group who are employed by the Tuccaro Trust and who, after the Effective Time shall continue their employment with Frontier or Tuccaro;

(xxxx) "**Trust Assets**" means the specific Office Equipment identified in the Tuccaro Group Disclosure Letter used in connection with providing accounting services to the Tuccaro Group Business and all related Software;

(yyyy) "**TSXV**" means the TSX Venture Exchange Inc.;

(zzzz) "**TSXV Escrow Agreement**" means the escrow agreement to be entered into by and between Frontier, the Vendor and Alliance Trust Company as at the Closing Time, substantially in the form set out in the Tuccaro Group Disclosure Letter;

(aaaaa) "**Tuccaro Assets**" means collectively, all assets associated or used in connection with the Tuccaro Business including, without limitation, Corporate Records, Leased Premises, Equipment, Equipment Leases, Intellectual Property, Intellectual Property Rights, Office Equipment, Software, Systems, Vehicles, Working Capital and other assets associated therewith or used in the operation thereof and all associated liabilities;

(bbbbb) "**Tuccaro Business**" means the business now carried on by Tuccaro, being the provision of corporate services to the members of the Tuccaro Group;

(ccccc) "**Tuccaro Group**" means any and all of Tuccaro, Neegan Development, Tuc, Neegan Technical and WPS and shall include one or all, as applicable;

(ddddd) "**Tuccaro Group Assets**" means collectively, the Tuccaro Assets, Neegan Development Assets, Neegan Technical Assets, Trust Assets, Tuc's Assets and WPS Assets;

(eeeee) "**Tuccaro Group's Auditors**" means Kingston Ross Pasnak LLP;

(fffff) "**Tuccaro Group Business**" means collectively, the Tuccaro Business, Neegan Development Business, Neegan Technical Business, Tuc's Business and WPS Business;

(ggggg) "**Tuccaro Group Financial Statements**" means the Tuccaro Group's combined audited annual financial statements for the periods ended August 31, 2011, August 31, 2010 and August 31, 2009, and the unaudited financial statements for the interim period ended February 29, 2012, including the notes thereto and, as applicable, the report of the Tuccaro Group's Auditors thereon;

(hhhhh) "**Tuccaro Group Shares**" means all the issued and outstanding shares in the capital of the Tuccaro Group as set out in the Tuccaro Group Disclosure Letter;

(iiiii) "**Tuccaro Shares**" means all of the issued and outstanding Class "A" voting shares in the capital of Tuccaro;

(jjjjj) "**Tuc's Assets**" means collectively, all assets associated or used in connection with the Tuc's Business (other than the relevant Excluded Assets) including, without limitation, Corporate Records, Leased Premises, Equipment, Equipment Leases, Intellectual Property, Intellectual Property Rights, Office Equipment, Software, Systems, Vehicles, Working Capital and other assets associated therewith or used in the operation thereof and all associated liabilities;

(kkkkk) "**Tuc's Business**" means the business now carried on by Tuc, being an energy service company that focuses on providing specialized services to oil sand companies operating in Alberta. Tuc provides equipment and services primarily to energy companies. Tuc business includes but is not limited to: transportation of potable water and liquid waste;

(lllll) "**Tuc's Shares**" means all of the issued and outstanding Class "A" voting shares in the capital of Tuc;

(mmmmm) "**Vehicles**" means all automobiles, trucks, trailers, cars and other motor vehicles owned or leased by any of the Tuccaro Group entities;

(nnnnn) "**Vendor's Counsel**" means Georges R. Brosseau/Miller Thomson LLP;

(ooooo) "**Working Capital**" means the amount by which the Current Assets of the Tuccaro Group Business exceeds (or is less than) the Current Liabilities of the Tuccaro Group Business as calculated in accordance with the Tuccaro Group Disclosure Letter;

(ppppp) "**WPS Assets**" means collectively, all assets associated or used in connection with the WPS Business (other than the relevant Excluded Assets) including, without limitation, Corporate Records, Leased Premises, Equipment, Equipment Leases, Intellectual Property, Intellectual Property Rights, Office Equipment, Software, Systems, Vehicles, Working Capital and other assets associated therewith or used in the operation thereof and all associated liabilities;

(qqqqq) "**WPS Business**" means the business now carried on by WPS, being an energy service company that focuses on providing specialized services to oil sand companies operating in Alberta. WPS provides equipment and services primarily to energy companies. WPS' business includes but is not limited to water purification and water delivery, beverages and condiments and dispensing equipment; and

(rrrrr) "**WPS Shares**" means all of the issued and outstanding Class "A" voting shares in the capital of WPS.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided:

(a) Calculation of Time – unless otherwise specified, time periods within or following which any action is to be taken or payment is to be made pursuant to this Agreement shall be calculated by excluding the day on which the period commences and including the day on which the period ends. If the last day of any such time period is not a Business Day, the time period shall be extended to the first Business Day following the day on which the time period would otherwise end;

(b) Headings – a reference to an Article is to an Article of this Agreement, and a reference to a Section followed by a number or some combination of numbers and letters refers to the section, subsection, paragraph, subparagraph, clause or subclause of this Agreement so designated. Numbers and Article numbers appearing in this Agreement are inserted for convenience of reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect the interpretation of this Agreement;

(c) Including – the word "including", "include" or "includes", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;

(d) Business Days – if any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day;

(e) Statutory References – any reference in this Agreement to a statute shall mean the statute in force as at the date of this Agreement together with all rules, regulations and other subsidiary legislation made or promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute, rule, regulation or other subsidiary legislation thereto, and any reference to a particular legislative provision shall be read as referring to any amended or substituted provision therefor, unless otherwise expressly provided;

(f) Plurals and Gender – words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and vice versa; and

(g) Currency – all dollars amounts, unless otherwise specified, are in Canadian dollars.

Knowledge of a Party

1.3 Where any matter is stated to be "to the knowledge" or "to the best of the knowledge" of Frontier or words to like effect in this Agreement, it shall mean the actual knowledge of any of the senior officers of Frontier after due inquiry. Where any matter is stated to be "to the knowledge" or "to the best of the knowledge" of the Tuccaro Group or words to like effect in this Agreement, it shall mean the actual knowledge of any of the following senior officers of the Tuccaro Group after due inquiry, and only for the referenced Tuccaro Group entity or entities: David Tuccaro (the Tuccaro Group), Craig Jenkins (the Tuccaro Group), Mark Nystrom (the Tuccaro Group), Lawrence Tuccaro (Neegan Development), Bill Takaro (Tuc), Kevin Best (Neegan Technical) and Barry Mizera (WPS).

Accounting Terms and Computations

1.4 In this Agreement, accounting terms and computations that are not defined herein shall be construed and computed in accordance with IFRS, as recommended or adopted from time to time by the Canadian Institute of Chartered Accountants or any successor body thereto.

Interpretation not Affected by Party Drafting

1.5 The Parties have participated, directly and through their respective legal counsel, jointly in the negotiation, preparation and drafting of this Agreement. If in connection with the construction of this Agreement any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision 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 shall not be applicable.

ARTICLE 2
SHARE EXCHANGE

Purchase and Sale

2.1 Subject to the terms and conditions hereof and based upon the mutual representations, warranties, terms and conditions herein contained, the Vendor agrees to sell, transfer and assign to Frontier on the Closing Date all its right, title and interest in and to the Tuccaro Group Shares set forth opposite its respective name in Schedule "A" attached hereto (which collectively represent all of the issued and outstanding shares of the Tuccaro Group), free and clear of all Encumbrances and with all rights and benefits attaching thereto and Frontier agrees to purchase from the Vendor all of the Tuccaro Group Shares.

Purchase Consideration

2.2 The aggregate purchase price for the Tuccaro Group Shares and the performance by the Vendor of its obligations hereunder and contemplated hereby shall be $102,356,000, on a cash-free, debt-free basis, except for Current Liabilities, less any amounts in respect of Closing Indebtedness of the Tuccaro Group (the "**Purchase Price**"), all as calculated and reflected in the Tuccaro Group Disclosure Letter and shall be payable by Frontier to the Vendor at the Closing Time as follows:

(a) the issuance by Frontier of $20,471,200 of Frontier Shares, such shares to be valued at the Offering Price per share (the "**Consideration Shares**") (representing approximately 20% of the Purchase Price), subject to the escrow release provisions set out in Section 2.15 hereof; and

(b) subject to Sections 2.2(a) and 2.3 and the adjustment in accordance with Section 2.6, $81,884,800 (the "**Cash Consideration**") to be paid in cash, less $125,000, of such amount having been previously paid (as set forth in Section 2.5), and the remaining amount of $81,759,800 being paid to the Vendor's Counsel, in trust, by wire transfer for payment to the Vendor,

provided that on Closing, the sum of $5,000,000 of equivalent value in Frontier Shares (the "**Escrow Amount**") shall be held back by Frontier from the amount of Frontier Shares otherwise payable or issuable in accordance with Section 2.2(a) and paid to the Escrow Agent to be held in trust by the Escrow Agent. The Escrow Amount shall be subject to reduction and set-off in the manner provided in Section 2.8 hereof and released from escrow upon the satisfaction by Frontier and the Tuccaro Group of any disputes of any indemnification events set out in this Agreement including, but not limited to, indemnification events relating to environmental matters, collection of accounts receivables, or tax matters and any breaches of this Agreement. All such disputes shall be resolved by arbitration. The Escrow Amount will be released as follows: (a) one-half of the Escrow Amount twelve (12) months following the Closing Date; and (b) the remaining balance of the Escrow Amount eighteen months (18) months following the Closing Date.

2.3 At Closing, the Closing Indebtedness shall be paid and satisfied by payment of such amounts by Frontier (for, on behalf of, and at the irrevocable direction of, the Tuccaro Group, and upon receipt of the promissory notes from the relevant members of the Tuccaro Group, evidencing the loans of such amounts) directly to the payees thereof pursuant to payout statements to be delivered on or before the

Closing Date (and as against receipt of full and final discharges and releases from such payees including of any and all security held in respect of any non-Permitted Encumbrances).

Purchase Price Allocation

2.4 The Purchase Price shall be allocated to the purchase and sale of the Tuccaro Group Shares in proportion to the respective Adjusted EBITDA of each Tuccaro Group entity, and adjusted in accordance with Sections 2.6 and 2.8 as the adjustments provided for therein apply to each Tuccaro Group entity. The parties agree that after determination of all adjustments to the Purchase Price, the Consideration Shares shall be allocated as the sole consideration for so many of the Tuccaro Group Shares, of one or more of the Tuccaro Group entities, as are equal in value to the aggregate value of such Consideration Shares (valued at the Offering Price per share) in accordance with the above. Thereafter the Cash Consideration shall be allocated amongst the remainder of the Tuccaro Group Shares in accordance with the above. The precise allocation of the Consideration Shares and the Cash Consideration amongst the Tuccaro Group Shares shall be appended to the Tuccaro Group Disclosure Letter.

Deposits

2.5 The Parties hereto acknowledge that: (i) on April 11, 2012 Frontier paid the Tuccaro Group a total of $25,000 (the "**Initial Deposit**") and upon written approval from the TSXV, Frontier will pay a total of $100,000 (the "**LOI Deposit**" and together with the Initial Deposit, the "**Deposits**") to the Vendor's Counsel; (ii) the LOI Deposit shall be held in an interest bearing trust account by the Vendor's Counsel pending TSXV approval for the LOI Deposit; and (iii) the Deposits shall be deducted from the Cash Consideration at the Closing Time in accordance with Section 2.2 or in the event that a Frontier Termination Fee Event occurs, the Deposits shall be deducted from the amount to be paid towards the Frontier Termination Fee pursuant to Section 14.11.

Purchase Price Adjustments

2.6 Purchase Price Adjustments

(a) The Purchase Price shall be adjusted as follows:

(i) decreased or increased, dollar for dollar, by the amount by which the Working Capital as of the Effective Time is less than or greater than the Target Working Capital; and

(ii) decreased, dollar for dollar, by the amount of any Closing Indebtedness existing in the Tuccaro Group following the Closing Date (notwithstanding the terms of Section 2.3 or any other term of this Agreement) but which relates to the period prior to the Closing Date.

(b) Immediately following the Closing Date, Frontier shall, at its expense, retain Grant Thornton LLP to prepare and deliver to the Vendor a closing statement (the "**Closing Statement**") calculating the adjustments referred to above and providing details of any variance. Such Closing Statement shall be completed as soon as possible and in no event later than sixty (60) days following the Closing Date. The methodology used and the assumptions made by Grant Thornton LLP to prepare the Closing Statement shall be consistent with the methodology used and assumptions made by the Tuccaro Group's Auditors in preparing the Tuccaro Group Financial Statements and the reviewed financial statements in previous fiscal years of the Tuccaro Group, provided that such methodology and assumptions are in accordance with IFRS and provided further that in the event of an inconsistency between IFRS and the application in prior periods, that IFRS shall take precedence. Frontier shall direct Grant Thornton LLP to prepare the Closing Statement in such manner.

(c) The Vendor shall have 30 days from the date he receives the Closing Statement to review the Closing Statement (and if the Vendor so requests, Frontier will, within five (5) days of such request, provide the Vendor with all back-up financial and other information used by Grant Thornton LLP to arrive at the Closing Statement) and to inform Frontier in writing of its disagreement (the "**Objection**") with the Closing Statement, if any. For clarity, if the Vendor requests the back-up financial and other information from Grant Thornton LLP, the 30 day review period shall be tolled until such time as Frontier has provided the Vendor with such documentation, acting reasonably. If Frontier does not receive the Objection within such thirty (30) day period, the Closing Statement shall be deemed to have been accepted by the Vendor and shall become final and binding upon the Vendor. If the Vendor delivers the Objection to Frontier within such thirty (30) day period, Frontier shall then have fifteen (15) days from the time the Objection is received to review and respond to the Objection. If the Vendor and Frontier are unable to resolve their disagreement(s) with respect to the Closing Statement within ten (10) days following the foregoing fifteen (15) day period, then the provisions of Section 2.7 herein shall apply with respect to such disagreement(s). Notwithstanding the foregoing, the amount owing to the Vendor which is not in dispute shall be paid forthwith to the Vendor and the balance shall be paid immediately following the final determination of such dispute.

(d) Upon acceptance of the Closing Statement by the Vendor or a final determination pursuant to subsection 2.6(c) hereof, if the Purchase Price as finally adjusted in accordance with the price adjustment provisions contained in this Section 2.6 (such amount, the "**Adjusted Purchase Price**"), is less than the Purchase Price payable to the Vendor hereunder, then: (i) the Vendor shall promptly pay in cash, and in any event within thirty (30) days of acceptance of the Closing Statement by the Vendor or the date of final determination made pursuant to subsection 2.6(c) to the Purchaser's Counsel the difference between the Purchase Price and the Adjusted Purchase Price; or (ii) Frontier shall be entitled in its sole discretion to satisfy such amount with all or any portion of the Escrow Amount pursuant to the Escrow Agreement.

(e) Upon acceptance of the Closing Statement by the Vendor or a final determination pursuant to subsection 2.6(c) hereof, if the Adjusted Purchase Price, is greater than the Purchase Price payable to the Vendor hereunder, then Frontier shall promptly pay in cash, and in any event within thirty (30) days of acceptance of the Closing Statement by the Vendor or the date of final determination made pursuant to subsection 2.6(c), to the Vendor's Counsel the difference between the Purchase Price and the Adjusted Purchase Price.

(f) The Purchase Price is based upon an enterprise value of the Tuccaro Group of 5 times Adjusted EBITDA for the one year period ended August 31, 2012. The Purchase Price shall be decreased or increased (the "**Adjusted EBITDA Amount**"), by 5 times the difference between the sum of $20,471,200 and the Adjusted EBITDA for the one year period ended August 31, 2012 as follows:

(i) if the Adjusted EBITDA Amount for the one year period ended August 31, 2012 is greater than $20,471,200 then the Purchase Price will be increased and Frontier shall pay the Vendor in cash 5 times the difference between $20,471,200 and the Adjusted EBITDA; or

(ii) if the Adjusted EBITDA Amount is less than $20,471,200, then the Purchase Price shall be reduced and the Vendor shall pay Frontier in cash 5 times the difference between $20,471,200 and the Adjusted EBITDA Amount.

(g) No later than sixty (60) days after the one year period ended August 31, 2012, Frontier shall, at its sole expense, retain Ernst & Young LLP to prepare and deliver to the Vendor a statement calculating the Adjusted EBITDA Amount (the "**Adjusted EBITDA Statement**") referred to above. The methodology used and the assumptions made by Frontier's auditors to prepare the Adjusted EBITDA Statement shall be consistent with the methodology used and assumptions made by the Tuccaro Group's Auditors in preparing the Tuccaro Group Financial Statements, provided that such methodology and assumptions are in accordance with IFRS and provided further that in the event of an inconsistency between IFRS and the application in prior periods, that IFRS shall take precedence.

(h) The Vendor shall have thirty (30) days from the date he receives the Adjusted EBITDA Statement to review such statement (and if the Vendor so requests, Frontier will, within five (5) days of such request provide the Vendor with all reasonable back-up information used by its auditors to arrive at the Adjusted EBITDA Statement) and to inform Frontier in writing of any Objection to the Adjusted EBITDA Statement. For clarity, if the Vendor requests the back-up financial and other information from Frontier's auditors, the 30 day review period shall be tolled until such time as Frontier has provided the Vendor with such documentation, acting reasonably. If Frontier does not receive such Objection within such thirty (30) day period, the Adjusted EBITDA Statement shall be deemed to have been accepted by the Vendor and shall become final and binding upon the Vendor. If the Vendor delivers an Objection to Frontier within such thirty (30) day period, Frontier shall then have fifteen (15) days from the time the Objection is received to review and respond to such Objection. If the Vendor and Frontier are unable to resolve their disagreement(s) with respect to the Adjusted EBITDA Statement within ten (10) days following the foregoing fifteen (15) day period, then the provisions of Section 2.7 herein shall apply with respect to such disagreement(s).

(i) Upon acceptance of the Adjusted EBITDA Statement by the Vendor or a final determination pursuant to subsection 2.5(h), Frontier or the Vendor, as the case may be, shall make the relevant payment in accordance with Section 2.6(f).

Dispute Resolution

2.7 The Vendor and Frontier shall endeavor in good faith to resolve any dispute with respect to the calculation of amounts in accordance with Section 2.6, failing which either of them may refer the dispute to the Accounting Firm in respect of disputes arising out of Section 2.6. The Parties shall furnish the Accounting Firm with such information and records as the Accounting Firm may reasonably require and otherwise provide the Accounting Firm with all reasonable cooperation so as to enable the Accounting Firm to confirm a determination of amounts under Section 2.6. The cost of any fees payable to the Accounting Firm for its services in determining such amounts as contemplated herein shall be paid by the Party whose estimate of the amount in question differs the most from the determination made by the Accounting Firm. Any determination of amounts under Section 2.6 made by the Accounting Firm pursuant to a referral under this Section 2.7 shall be final and binding upon the Parties for all purposes hereof.

Set-off Against Escrow Amount

2.8 In accordance with the terms of the Escrow Agreement, Frontier shall be entitled to set-off and deduct from the Escrow Amount (which shall be a reduction of the Purchase Price) any amounts on account of Losses which Frontier is entitled to recover pursuant to the provisions of this Agreement. For the purposes of any such set-off the Frontier Shares comprising the Escrow Amount shall be valued at the average of the closing price for such shares on the TSXV for the preceding twenty (20) trading days.

Tax Elections

2.9 At Closing, the Vendor will be permitted to deliver drafts of elections pursuant to section 85 of the Tax Act with respect to the transfer of the Tuccaro Group Shares to Frontier. At or after the Closing Date, Frontier shall, at the request of the Vendor, provided he is a resident of Canada for the purposes of the Tax Act, execute a joint election in the prescribed form to have section 85 of the Tax Act, and any applicable similar provision of provincial law, apply to the sale of the Tuccaro Group Shares to Frontier, provided that the Vendor shall be responsible for the preparation and timely filing of such election and Frontier shall be obliged only to execute and return on a timely basis to the Vendor, for filing by the Vendor, elections forms that are fully completed in apparent compliance with requirements of the Tax Act and that have been delivered by the Vendor to Frontier no later than the earlier of: (A) 45 days after the adjustments to the Purchase Price provided for by the terms of Section 2.6 are finalized; and (B) December 31, 2012. Other than in respect of its obligation to promptly execute and return any election to the Vendor, Frontier shall have no liability with respect to any election, including any election which is improperly completed, or not completed and filed by the Vendor in a timely manner.

2.10 Subject to the currently proposed section 56.4 of the Tax Act being amended and passed into law, Frontier and the Vendor covenant to jointly elect, if necessary and to the extent possible, in the prescribed form pursuant to the relevant provisions of the Tax Act to have currently proposed subsection 56.4(5) of the Tax Act, or such other similar provision, apply to the Non-Competition Agreement between Frontier and the Vendor and, to execute and file such joint election, as prepared by the Vendor pursuant to the relevant provisions of the Tax Act within the time required therein. The Parties agree that Frontier shall have no responsibility in respect of the said joint election including without limitation the filing or the preparation thereof apart from the sole obligation to execute the same upon the request of the Vendor. The covenants in this Section will survive the Closing and continue in effect for as long as necessary in order to achieve that purpose.

Cash Payments

2.11 Any cash payments required hereunder to be made by Frontier or the Purchaser's Counsel to the Vendor or the Vendor's Counsel shall be made by way of certified cheque, bank drafts, wire transfer or other form of payment reasonably acceptable to the Vendor.

Closing Date

2.12 The Closing shall occur at the Closing Time on the Closing Date. The Parties shall use their commercially reasonable efforts to cause the Closing Date to occur on or before September 30, 2012.

<u>Non-Competition Agreement</u>

2.13 At or before the Closing Time, the Vendor shall enter into a non-competition agreement with Frontier and the Tuccaro Group providing for a non-compete period for the Vendor for a period of 2 years from the date that the Vendor no longer holds equity interests in Frontier, in the form set forth in the Tuccaro Group Disclosure Letter (the "**Non-Competition Agreement**").

<u>Resale Restrictions</u>

2.14 The Consideration Shares will be issued in accordance with applicable Canadian securities Laws and will be subject to a statutory or TSXV imposed restriction on resale for a period not exceeding four months from the Closing Date.

<u>Escrow</u>

2.15 Some or all of the Consideration Shares to be issued to the Vendor pursuant to the Acquisition may be subject to the escrow provisions which shall be imposed pursuant to the policies of the TSXV. The Parties acknowledge that these escrowed Consideration Shares shall be held in escrow pursuant to the Escrow Agreement and released as prescribed by the policies of the TSXV.

2.16 Holders of Frontier Options shall be subject to such restrictions as may be required by the TSXV in order to maintain the distribution requirements of Frontier or as otherwise required by the TSXV in accordance with its policies.

2.17 At or before the Closing Time, the Vendor shall enter into a lock-up agreement (the "**Lock-Up Agreement**") with Frontier, the Tuccaro Group and Raymond James Ltd. pursuant to which the Vendor will agree not to sell or transfer the Consideration Shares for a period of six (6) month from the Closing Date, which restriction will be in addition to and notwithstanding the escrow requirements and transfer restrictions imposed by the TSXV in accordance with Section 2.15.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF FRONTIER

3.1 Frontier hereby represents and warrants to the Tuccaro Group and the Vendor as follows and acknowledges that the Tuccaro Group and the Vendor are relying on such representations and warranties in connection with the transactions contemplated hereby, despite any investigation made by or on behalf of the Tuccaro Group and the Vendor:

<u>Incorporation, Organization and Authority of Frontier</u>

(a) Frontier is a corporation duly incorporated and validly subsisting and in good standing under the laws of the Province of Alberta, and has all the requisite corporate capacity and authority to enter into this Agreement and to perform its obligations hereunder and to carry on its business.

(b) As of the date of this Agreement, Frontier has no Subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons.

(c) Frontier is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.

Necessary Proceedings

(d) All necessary and required corporate measures, proceedings and actions of the directors of Frontier have been taken to authorize and enable Frontier to enter into and deliver this Agreement and to perform its obligations hereunder and to issue Consideration Shares to the Vendor in accordance with the terms of this Agreement.

Issuance of Consideration Shares

(e) The Consideration Shares to be issued to the Vendor pursuant to this Agreement on Closing will be duly authorized, validly allotted and issued as fully paid and non-assessable Frontier Shares, in compliance with applicable corporate and securities Laws.

Valid and Binding Obligations

(f) This Agreement has been duly executed and delivered by Frontier and constitutes a legal, valid and binding obligation of Frontier, enforceable against it in accordance with its terms subject only to the qualification that such enforceability may be limited by:

(i) any limitation under applicable Laws relating to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and

(ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

Required Consents

(g) There is no requirement on the part of Frontier to obtain any consent, approval or waiver of any Person under any contracts or instruments to which Frontier is a party or pursuant to which Frontier Shares may be affected in connection with the completion of the transaction contemplated in this Agreement.

Auditors

(h) The auditors of Frontier who audited the Frontier Annual Financial Statements and delivered the audit report with respect to those statements are a member in good standing with the Canadian Institute of Chartered Accountants (CICA) and are independent from Frontier.

Guarantees

(i) Frontier is not a party to, or bound by, any agreement, guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

No Breach Caused by this Agreement

(j) The execution, delivery and performance by Frontier of its obligations under this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene, conflict with or result in a violation or breach of any provision of any applicable Laws or any license, approval, consent or authorization held by Frontier or the articles or by-laws of Frontier, (ii) require any notice or consent or other action by any Person under, contravene, conflict with, violate, breach or constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Frontier is entitled under, or give rise to any rights of first refusal or trigger any change in control provisions or any restriction under, any provision of any Material Contract or other instrument binding upon Frontier or affecting any of its assets or (iii) result in the creation or imposition of any Encumbrance on any assets of Frontier, with such exceptions, in the case of each of clauses (i), (ii) and (iii), as do not have or would not have, or be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Frontier.

Current Share Capital

(k) As at the date of this Agreement, the authorized capital of Frontier consists of an unlimited number of Frontier Shares and an unlimited number of preferred shares issuable in series without nominal or par value, of which there are 13,778,001 Frontier Shares duly and validly issued and outstanding as fully paid and non-assessable and no preferred shares issued and outstanding. There are also Frontier Options granted to directors under Frontier's stock option plan for the right to acquire 1,362,500 Frontier Shares at an exercise price of $0.20 per share and the Agent's Option for the right to acquire up to 897,000 Frontier Shares at an exercise price of $0.20 per share.

Reporting Issuer

(l) Frontier is a "reporting issuer" (as such term is defined under the Securities Act) in Alberta, British Columbia and Ontario.

(m) As of the date of this Agreement, Frontier is not noted in default under the list of reporting issuers maintained by the Alberta Securities Commission and the Ontario Securities Commission and Frontier's name does not appear on a list of defaulting reporting issuers maintained by the British Columbia Securities Commission.

(n) Frontier is in compliance and up to date with all filings under applicable corporate and securities Laws and regulations.

Trading Suspension

(o) Upon execution of this Agreement, the trading in Frontier Shares will be halted on the TSXV and will remain halted until the completion of the Qualifying Transaction and Frontier shall not take any action that would reasonably be expected to result in delisting of the Frontier Shares without the Vendor's prior written consent (with such consent not to be unreasonably withheld) until the termination of this Agreement in accordance with Article 13.

No Significant Connection to Ontario

(p) Frontier does not have a Significant Connection, as defined in TSXV Policy 1.1 – *Interpretation*, to Ontario.

Financial Statements

(q) The Frontier Financial Statements have been prepared in accordance with IFRS and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Frontier as of the respective dates thereof and the results of operations and cash flows of Frontier for the respective financial periods covered thereby.

Material Change

(r) There are no material facts which exist, and there has been no material change in the capital, business, assets, liabilities, obligations (absolute, accrued, contingent or otherwise), operations, condition (financial or otherwise), results of operations, financial position, capital affairs or prospects of Frontier since the date of the Frontier Financial Statements, which have not been disclosed in the manner required by the Securities Act.

Business of Frontier

(s) Frontier has conducted and is conducting its business in all material respects in full compliance with all applicable Laws, rules and regulations and is carrying on no activity other than as permitted pursuant to the CPC Policy.

Liabilities of Frontier

(t) Frontier does not have any material liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) not reflected in the Frontier Financial Statements and no liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) has been incurred or shall be incurred without the express written approval of the Vendor.

Tax Matters

(u) Frontier is not in arrears or in default in respect of the filing of any required federal, provincial or municipal Tax or other Tax return; and (i) all Taxes, filing fees and other assessments due and payable or collectible from Frontier shall have been paid or collected prior to the Closing Date, (ii) no claim for additional Taxes, filing fees or other amounts and assessments due and payable or collectible from Frontier has been made or threatened which has not been paid or collected, and (iii) to the knowledge of Frontier, all such Tax returns are correct in all material respects and no such return contains any misstatement or conceals any statement that should have been included therein.

Absence of Other Agreements

(v) Frontier is not a party to any oral or written contract of employment, contract for services, contract or commitment which requires prior approval of any change of control or any other contract or commitment other than those entered into in the Ordinary Course.

Good Standing of Agreements

(w) Frontier is not in material default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments to which it is a party or by which it is bound and there exists no state of facts which, to the knowledge of Frontier, after notice or lapse of time or both, would constitute such a material default or breach. All such contracts, agreements, commitments, indentures and other instruments have been duly authorized, executed and delivered and are now in good standing, in full force and effect without amendment thereto. Frontier is entitled to all benefits thereunder and, to the knowledge of Frontier, the other parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder.

Frontier Corporate Records

(x) The corporate records and minute books of Frontier contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders of Frontier held since its incorporation, all such meetings having been duly called and held, and signed copies of all resolutions duly passed or confirmed by the directors or shareholders of Frontier other than at a meeting.

Public Disclosure

(y) None of the materials filed by, or on behalf of, Frontier with the applicable securities regulators and the TSXV contained a misrepresentation or omitted to state a material fact as at the date of such filing, which has not been corrected.

(z) As of the date of this Agreement, Frontier has not relied on the exemption for filing material change reports under section 7.1(2) of National Instrument 51-102 – *Continuous Disclosure Obligations*.

Litigation

(aa) There are no claims, demands, disputes, actions, suits, proceedings or investigations in existence or pending or, to the knowledge of Frontier, threatened against or, directly or indirectly, affecting Frontier (including without limitation, restraining or preventing Frontier from issuing Frontier Shares in accordance with this Agreement or which prohibits, restricts or seeks to enjoin the transactions contemplated by this Agreement, including, but not limited to, the Acquisition and the Offering), at law or in equity or before or by any federal, provincial, municipal or other local court, department or Governmental Entity, domestic or foreign, nor is Frontier subject to any presently effective adverse order, writ, injunction or decree of any such body.

No Brokers

(bb) Frontier has not entered into any agreement which would entitle any Person to any valid claim against Frontier, the Vendor or the Tuccaro Group for a broker's commission, finder's fee or any like payment in respect of any matters contemplated by this Agreement, other than any payment to be made to the Agents in connection with the Offering.

Dividends

(cc) Since its incorporation, Frontier has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.

Approvals

(dd) Other than the consent(s) and/or approvals from Securities Authorities to proceed with the transaction contemplated herein and the Offering, no approval of, registration, notice to, Authorization of, declaration or filing with any Governmental Entity is necessary to authorize the execution and delivery of this Agreement, or any and all of the documents and instruments which are contemplated by or ancillary to the transactions detailed under this Agreement by Frontier or the consummation by the Vendor and the Tuccaro Group of the transactions contemplated herein, where the failure to obtain such approval, registration, declaration or filing with any Governmental Entity would prevent Frontier from execution and delivery of this Agreement, or any and all of the documents and instruments which are contemplated by or ancillary to the transactions detailed under this Agreement by Frontier or the consummation by Frontier of the transactions contemplated herein or would have a Material Adverse Effect on Frontier.

Compliance with Laws

(ee) Frontier is not in violation of any Laws save and except for acts of non-compliance which would not have a Material Adverse Effect on Frontier.

Shareholders' Agreements, etc.

(ff) There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of Frontier Shares.

No Bankruptcy

(gg) No proceedings have been taken, are pending or authorized by Frontier or by any other person in respect of the bankruptcy, insolvency, liquidation or winding up of Frontier.

Transfer Agent and Registrar

(hh) Alliance Trust Company at its office in Calgary, Alberta, has been duly appointed as the transfer agent and registrar for all of the outstanding Frontier Shares.

Affiliate Transaction

(ii) There are no material amounts or other material financial obligations owing or existing between Frontier on the one hand, and a director or employee of Frontier, on the other hand.

Non Arm's Length Contracts

(jj) Other than as relate to the obligations described in Section 3.1(ll), Frontier is not a party to any contract or agreement with any officer, director, or shareholder of Frontier or any Person not dealing at arm's length with any of the foregoing.

Reportable Events

(kk) No "reportable event" as defined in National Instrument 51-102 – *Continuous Disclosure Obligations* has occurred with respect to Frontier.

Obligations to Related Parties

(ll) There are no obligations of Frontier or indebtedness or other amounts owing to any of the officers, directors, shareholders or employees of Frontier other than (i) for payment for services rendered, (ii) reimbursement for reasonable expenses incurred on behalf of Frontier, (iii) for other standard employee benefits made generally available to all employees of the same level (including stock option agreements approved by the board of directors), and (iv) as set forth in the Frontier Financial Statements.

Protection of Confidentiality

(mm) Frontier has taken commercially reasonable precautions and used commercially reasonable efforts to protect and to secure the confidentiality of its proprietary and confidential information.

Privacy

(nn) Frontier is in compliance with all applicable privacy Laws applicable to it and has not received written notice of any request, complaint, investigation, inquiry or claim relating to its handling of personal information, save and except for acts of non-compliance which would not have a Material Adverse Effect on Frontier.

Rights to Acquire Securities

(oo) Frontier is not party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Frontier Shares or securities convertible into or exchangeable for Frontier Shares, other than: (i) the Frontier Options, and (ii) the Agent's Option.

Debt

(pp) Frontier is not a party to any debt instrument or any agreement, contract or commitment to create, assume or issue any debt instrument;

Assets

(qq) Frontier is not a partner, co-tenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business. Frontier has no assets other than cash or cash equivalents, has not commenced any commercial operations and has not carried on any business other than the identification and evaluation of assets or businesses with a view to completing a potential Qualifying Transaction.

Filing Statement

(rr) When filed with the TSXV, the information relating to Frontier that is contained in the Filing Statement will not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Filing Statement and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made and the Filing Statement will contain full, true and plain disclosure of all material facts relating to Frontier.

Prospectuses

(ss) When filed with the Securities Authorities, the information relating to Frontier that is contained in the Prospectuses will not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Prospectuses and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made and the Prospectuses will contain full, true and plain disclosure of all material facts relating to Frontier.

Omissions and Misrepresentations

(tt) None of the foregoing representations, warranties and statements of fact contains any untrue statement of material fact or omits to state any material fact necessary to make any such statement, warranty or representation not misleading to the Vendor in seeking full information as to Frontier.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE TUCCARO GROUP

4.1 Each of the Vendor and the Tuccaro Group entities, jointly and severally, represent and warrant to Frontier, as follows and acknowledges that Frontier is relying on such representations and warranties in connection with the transactions contemplated hereby, despite any investigation made by or on behalf of Frontier:

Incorporation, Organization, Corporation Structure and Authority

(a) Each of the Tuccaro Group entities is a corporation duly incorporated and validly subsisting and in good standing under the laws of the Province of Alberta, and has all the requisite corporate capacity and authority to enter into this Agreement and to perform its obligations hereunder and to carry on its business and to own, lease and operate the Tuccaro Group Assets as now owned, leased and operated and to carry on its business as now conducted. Each of the Tuccaro Group entities is duly registered and is in good standing to conduct its affairs or do business, as applicable, in each jurisdiction in which the character of its assets, owned or leased, or the nature of its activities makes such registration necessary. Copies of the constating documents of the Tuccaro Group made available to Frontier, which included all amendments to date, are accurate and complete as of the date hereof and have not been amended or superseded.

(b) Each of the Tuccaro Group entities has no Subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Persons.

(c) Each of the Tuccaro Group entities is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Persons.

Necessary Proceedings

(d) All necessary and required corporate measures, proceedings and actions of the directors and shareholders of each the Tuccaro Group entities have been taken to:

(i) authorize and enable the applicable Tuccaro Group entity to enter into and deliver this Agreement and to perform its obligations hereunder; and

(ii) authorize the transfer of the Tuccaro Group Shares by the Vendor to Frontier as contemplated by this Agreement.

Valid and Binding Obligation

(e) This Agreement has been duly executed and delivered by each of the Tuccaro Group entities and constitutes a legal, valid and binding obligation of each of the Tuccaro Group entities, enforceable against it in accordance with its terms subject only to the qualification that such enforceability may be limited by:

(i) any limitation under applicable Laws relating to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and

(ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

Required Consents

(f) Other than as disclosed in the Tuccaro Group Disclosure Letter, there is no requirement on the part of the Vendor or any of the Tuccaro Group to obtain any consent, approval or waiver of any Person (other than Frontier) under any contracts or instruments to which the Vendor or any of the Tuccaro Group is a party or pursuant to which Tuccaro Group Shares or any of the Tuccaro Group Assets may be affected in connection with the completion of the transaction contemplated in this Agreement.

Share Capital of Tuccaro Group

(g) As at the date of this Agreement, the authorized capital of each of the Tuccaro Group consists of the following:

(i) Tuccaro: an unlimited number of: (i) Class "A" voting common shares; (ii) Class "B" non-voting common shares; (iii) Class "C" non-voting common shares; and (iv) Class "D" non-voting preferred shares, of which 100 Tuccaro Shares are duly and validly authorized, issued and outstanding as fully paid and non-assessable. As at the Closing, only the 100 Tuccaro Shares will be issued and outstanding and all of the Tuccaro Shares will be beneficially owned and registered in the name of the Vendor as set out in Schedule "A" to this Agreement;

(ii) Neegan Development: (i) 1,120 Class "A" voting shares; (ii) 1,000 Class "B" non-voting shares; and (iii) 250,000 special shares, of which 800 Neegan Development "A" Shares and 1,000 Neegan Development "B" Shares are duly and validly authorized, issued and outstanding as fully paid and non-assessable. As at the Closing, only the 800 Neegan Development "A" Shares and the 1,000 Neegan Development "B" Shares will be issued and outstanding and all of the Neegan Development "A" Shares and the Neegan Development "B" Shares will be beneficially owned and registered in the name of the Vendor as set out in Schedule "A" to this Agreement;

(iii) Tuc: an unlimited number of: (i) Class "A" voting common shares; and (ii) Class "B" common shares, of which 1,800,001 Tuc's Shares are duly and validly authorized, issued and outstanding as fully paid and non-assessable. As at the Closing, only the 1,800,001 Tuc's Shares will be issued and outstanding and all of the Tuc's Shares will be beneficially owned and registered in the name of the Vendor as set out in Schedule "A" to this Agreement;

(iv) Neegan Technical: an unlimited number of: (i) Class "A" voting common shares; (ii) Class "B" non-voting common shares; (iii) Class "C" non-voting common shares; (iv) Class "D" non-voting preferred shares; and (v) Class "E" non-voting preferred shares, of which 265,100 Neegan Technical Shares are duly and validly authorized, issued and outstanding as fully paid and non-assessable. As at the Closing, only the 265,100 Neegan Technical Shares will be issued and outstanding and all of the Neegan Technical Shares will be beneficially owned and registered in the name of the Vendor as set out in Schedule "A" to this Agreement; and

(v) WPS: an unlimited number of: (i) Class "A" voting common shares; (ii) Class "B" voting common shares; (iii) Class "C" non-voting common shares; (iv) Class "D" voting redeemable and retractable preferred shares; (v) Class "E" voting redeemable and retractable preferred shares; (vi) Class "F" non-voting redeemable and retractable preferred shares; and (vii) Class "G" non-voting redeemable and retractable preferred shares, of which 100 WPS Shares are duly and validly authorized, issued and outstanding as fully paid and non-assessable. As at the Closing, only the 100 WPS Shares will be issued and outstanding and all of the WPS Shares will be beneficially owned and registered in the name of the Vendor as set out in Schedule "A" to this Agreement.

Rights to Acquire Securities

(h) No Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription or issuance from treasury of any shares or other securities of any of the Tuccaro Group or securities convertible into, exchangeable for, or which carry the right to purchase shares or other securities of any of the Tuccaro Group.

Title to Tuccaro Group Assets

(i) Each of the Tuccaro Group entities has good and marketable title to the respective Tuccaro Group Assets, as the case may be, free and clear of any actual, pending or, to the knowledge or belief of any of the Tuccaro Group, threatened claims, Encumbrances or set-offs whatsoever, except for Permitted Encumbrances and those items disclosed in the Tuccaro Group Disclosure Letter. The Tuccaro Group Assets currently owned or leased by the Tuccaro Group include materially all of the property, rights and assets that the Tuccaro Group has utilized to carry on its business and to the knowledge of the Tuccaro Group there are no defects, failures or impairments in the title of the Tuccaro Group to the Tuccaro Group Assets, whether or not an action, suit, proceeding or inquiry is pending or threatened or whether or not discovered by any third party.

Operation and Condition of Assets

(j) Other than as disclosed in the Tuccaro Group Disclosure Letter, the Tuccaro Group Assets which are material to the Tuccaro Group Business are in operable working condition and have been maintained in accordance with industry standards (normal wear and tear excepted). Other than as disclosed in the Tuccaro Group Disclosure Letter, to the knowledge of the Tuccaro Group, no buildings, plants, structures, fixtures, equipment or other property owned or leased by any of the Tuccaro Group in relation to the Tuccaro Group Business, are in need of material repairs except for ordinary routine maintenance and repairs consistent with past practice and that are not material in nature or cost.

<u>Licenses</u>

(k) Each of the Tuccaro Group has obtained and is in material compliance with all licences, permits, certificates, consents, orders, grants and other authorizations of or from any Governmental Entity necessary to conduct its businesses as they are now being or are proposed to be conducted.

<u>Financial Statements</u>

(l) The Tuccaro Group Financial Statements have been prepared in accordance with IFRS and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Tuccaro Group as of the respective dates thereof and the income and results of operations of the Tuccaro Group for the respective financial periods covered thereby.

<u>Absence of Undisclosed Liabilities</u>

(m) Each of the Tuccaro Group has no material liabilities of any nature (matured or unmatured, fixed or contingent) or debt instrument or any agreement, contract or commitment to create, assume or issue any debt instrument, other than:

(i) ats disclosed in the Tuccaro Group Disclosure Letter;

(ii) those set forth or adequately provided for in the most recent balance sheet and associated notes thereto included in the Tuccaro Group Financial Statements;

(iii) those which shall be set forth or adequately provided for in the Closing Statement; and

(iv) those incurred in connection with the execution of this Agreement.

<u>Auditors</u>

(n) The auditors of the Tuccaro Group who audited the Tuccaro Group Financial Statements and delivered the audit report with respect to those statements are a member in good standing with Canadian Institute of Chartered Accountants (CICA) and are independent from each of the Tuccaro Group entities.

<u>Material Change</u>

(o) Since the date of the Tuccaro Group Financial Statements, there has been no material change in the capital, business, Tuccaro Group Assets, liabilities, obligations, condition (absolute, accrued, contingent or otherwise), results of operations, financial position, long-term debt, affairs or prospects of any of the Tuccaro Group and there have been no material facts, transactions, events or occurrences in respect of the Tuccaro Group, any of which could reasonably be expected to have a Material Adverse Effect on the Tuccaro Group and which have not been disclosed in writing to Frontier and that could significantly impede the Tuccaro Group's ability to consummate the transactions contemplated by this Agreement.

Compliance with Laws

(p) Each of the Tuccaro Group entities has conducted and is conducting its business in compliance in all material respects with all applicable Laws, and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirements of any Governmental Entity applicable to any of the Tuccaro Group in each jurisdiction in which the Tuccaro Group carries on business and hold all licenses, permits, approvals, consents, certificates, registrations, authorizations and qualifications material to the Tuccaro Group Business and Tuccaro Group Assets in all jurisdictions in which the Tuccaro Group carries on business and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has, or is likely to have, any Material Adverse Effect.

Guarantees

(q) Other than as disclosed in the Tuccaro Group Disclosure Letter, each of the Tuccaro Group entities is not a party to, or bound by, any agreement, guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

Tax Matters

(r) Each of the Tuccaro Group entities is not in arrears or in default in respect of the filing of any required federal, provincial or municipal Tax or other Tax return; and (i) all Taxes, filing fees and other assessments due and payable or collectible from the Tuccaro Group shall have been paid or collected prior to the Closing Date, (ii) no claim for additional Taxes, filing fees or other amounts and assessments due and payable or collectible from the Tuccaro Group has been made or threatened which has not been paid or collected, and (iii) to the best of the knowledge of the Tuccaro Group, all such tax returns are correct in all material respects and no such return contains any misstatement or conceals any statement that should have been included therein.

Good Standing of Agreements

(s) The Tuccaro Group is not in material default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments, to which it is a party or by which it is bound and there exists no state of facts which, to the knowledge of the Tuccaro Group, after notice or lapse of time or both, would constitute such a material default or breach. All such contracts, agreements, commitments, indentures and other instruments have been duly authorized, executed and delivered and are now in good standing, in full force and effect without amendment thereto. Each of the Tuccaro Group is entitled to all material benefits thereunder and, to the knowledge of the Tuccaro Group, the other parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder.

Disclosure

(t) The data and information in respect of the Tuccaro Group and its respective Tuccaro Group Assets, liabilities, business and operations provided by the Tuccaro Group or the Tuccaro Group's advisors to Frontier or the Purchaser's Counsel was accurate and correct in all material respects as at the respective dates thereof and to the knowledge of the Tuccaro Group, did not omit any material data or information necessary to make any such data or information provided not misleading as at the respective dates thereof.

(u) The Tuccaro Group has not withheld from Frontier any information or documents concerning any of the Tuccaro Group entities or the Tuccaro Group Assets or liabilities during the course of Frontier's review of the Tuccaro Group and the Tuccaro Group Assets. The Tuccaro Group has disclosed all information in its possession regarding any event, circumstance or action taken which could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Tuccaro Group, no representation or warranty contained herein and no statement contained in any exhibit or other disclosure document provided to Frontier by the Tuccaro Group pursuant hereto contains any untrue statement of a material fact or omits to state a material fact which is necessary in order to make the statements herein or therein not misleading.

Outstanding Acquisition and Dispositions

(v) Except for such rights or obligations as have been incurred in the Ordinary Course, the Tuccaro Group has no rights to purchase or obligations to sell or otherwise dispose of the Tuccaro Group Assets, properties or undertakings to third parties under any agreements.

Tuccaro Group Corporate Records

(w) The records and minute books of each of the Tuccaro Group entities have been maintained in accordance with all applicable Laws and contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders thereof held since its incorporation, all such meetings having been duly called and held, and signed copies of all resolutions and articles and by-laws duly passed or confirmed by the directors or shareholders thereof other than at a meeting. The share certificate books, register of members, register of transfers, register of directors and any similar corporate records of each of the Tuccaro Group entities are complete and accurate.

No Breach Caused by this Agreement

(x) Neither the execution and delivery of this Agreement or any other agreements contemplated hereunder by the Tuccaro Group, the consummation of the transactions contemplated hereby and thereby nor compliance by each of the Tuccaro Group entities and the Vendor with any of the provisions hereof or thereof will: (i) violate, conflict with, or result in a 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 Encumbrance upon any of the properties or assets of the Tuccaro Group entities or the Vendor under any of the terms, conditions or provisions of (a) their respective constating documents, as applicable, or (b) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other material instrument or obligation to which any of the Tuccaro Group entities or the Vendor is a party or to which any of them, or either of their respective properties or assets, may be subject or by which any of the Tuccaro Group entities or the Vendor is bound; (ii) violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to any of the Tuccaro Group or the Vendor; or (iii) cause the suspension or revocation of any authorization, consent, approval or license currently in effect, with such exceptions, in the case of each of clauses (i), (ii) and (iii),as do not or would not have, or be reasonably expected to have, individually or in the aggregate,a Material Adverse Effect on any of the Tuccaro Group entities or the Vendor.

Litigation

(y) Other than as disclosed in the Tuccaro Group Disclosure Letter, there are no claims, demands, disputes, actions, suits, proceedings, inquiries or investigations in existence or pending or, to the knowledge of the Tuccaro Group, threatened against or for which there is a reasonable basis, affecting or that would be reasonably expected to affect the Tuccaro Group or any of the Tuccaro Group Assets, at law or in equity or before or by any federal, provincial, municipal or other local court, department or Governmental Entity, domestic or foreign, nor is the Tuccaro Group subject to any presently effective adverse order, writ, injunction or decree of any such body.

No Brokers and Finders

(z) Other than the fee payable to Ernst & Young Orenda Corporate Finance Inc. in connection with the transactions contemplated by this Agreement, the Tuccaro Group has not retained nor will it retain any financial advisor, broker, agent or finder nor paid, or agreed to pay, any financial advisor, broker, agent or finder on account of this Agreement or any transaction contemplated hereby.

Employment, Consultant and Officer Obligations

(aa) As of May 31, 2012, the Tuccaro Group, collectively, had 351 Employees. The Tuccaro Group Disclosure Letter includes a list of all of the Tuccaro Group employees and their compensation rates as of the date specified therein. The Tuccaro Group has made available to Frontier all information respecting the Employees, including but not limited to, Benefit Plans, all employment or consulting services agreements between any of the Tuccaro Group entities and the Employees, and all termination, severance, Change of Control, bonus or retention agreements, plans or policies of any of the Tuccaro Group, and all agreements, plans or policies pursuant to which residual payments or loyalty payments are or could be payable. The Tuccaro Group Disclosure Letter identifies the form of employment or consulting services agreements entered into between any of the Tuccaro Group and such Employees, and all termination, severance, Change of Control, bonus or retention agreements, plans or policies of any of the Tuccaro Group and all agreements, plans or policies pursuant to which residual payments or loyalty payments are or could be payable by any of the Tuccaro Group. None of the execution or delivery of this Agreement or the fulfillment of or compliance with the terms of this Agreement or the consummation of any of the transactions or other matters contemplated in this Agreement will (either alone or in combination with another event):

(i) result in any payment or benefit (including bonus, golden parachute, retirement, severance, or other benefit or enhanced benefit) becoming due or payable to any present or former Employee of the Tuccaro Group, including under any Benefit Plan; and

(ii) result in the acceleration of the time of payment or vesting or result in any funding of any benefits otherwise payable, including under any Benefit Plan.

Employee Benefit Plans

(bb) The Tuccaro Group has made available to Frontier prior to the date hereof true, complete and correct copies of all Benefit Plans covering active, former or retired Employees of any of the Tuccaro Group. The Tuccaro Group Disclosure Letter includes a list of all of the Benefit Plans of the Tuccaro Group. The Benefit Plans have been maintained and administered in material compliance with their terms and are, to the extent required by applicable Law or contract, fully funded without having any deficit or unfunded actuarial liability or adequate provision has been made therefore. Except as set out in the Tuccaro Group Disclosure Letter, no member of the Tuccaro Group has any material obligations for retiree health and life benefits under any of the Benefit Plans. Each member of the Tuccaro Group has provided adequate accruals in the Tuccaro Group Financial Statements in accordance with IFRS for all pension or other employee benefit obligations of the Tuccaro Group.

Employment Matters

(cc) Each of the Tuccaro Group entities are in material compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and are not engaged in any unfair labour practices. Except as set out in the Tuccaro Group Disclosure Letter, no Employee is on short-term or long-term disability benefits or, to any of the Tuccaro Group's knowledge, is in the process of applying for short-term or long term disability benefits. With respect to any Employee whose employment or consultancy has been terminated within two years prior to the date of this Agreement, all amounts owing in respect of such termination (whether as salary, benefits, severance or termination pay) have been paid and no such Employee has made or, to any of the Tuccaro Group's knowledge, has any legal basis to make, any claim for further payment, whether in respect of salary, human rights breach, benefits, severance or termination payment or otherwise. Except as set out in the Tuccaro Group Disclosure Letter the Tuccaro Group has not agreed to recognize any union or other collective bargaining representative, nor has any other union or other collective bargaining representative been certified as the exclusive bargaining representative of any Employees, and the Tuccaro Group is not a party to, or bound by, any collective bargaining agreement or any other labour contract applicable to any Employees. To the knowledge of any of the Tuccaro Group entities, no union organizational campaign or representation petitions are currently pending with respect to any Employees. There is no labour strike or labour dispute, slowdown, lockout or stoppage actually pending or to the knowledge of the Tuccaro Group, threatened against or affecting the Tuccaro Group, and the Tuccaro Group has not experienced any labour strikes or labour disputes, slowdowns, lockouts or stoppages within the last three years.

Intellectual Property

(dd) The Tuccaro Group now, or at Closing will, own or have the valid rights to use all of the Intellectual Property that is material to the conduct of the business of the Tuccaro Group as currently conducted (and had all rights necessary to carry out its former activities at such time such activities were being conducted) and the Tuccaro Group has a valid and enforceable right to use all third party Intellectual Property used or held for use in the business of the Tuccaro Group.

(ee) To the knowledge of the Tuccaro Group, the conduct of the business of the Tuccaro Group as currently conducted does not infringe or otherwise impair or conflict with any Intellectual Property rights of any third party or any confidentiality obligation owed to a third party, and the Intellectual Property owned by the Tuccaro Group which is material to the conduct of the business of the Tuccaro Group as currently conducted is not, to the knowledge of the Tuccaro Group, being infringed by any third party.

Approvals

(ff) Other than the approval of the Securities Authorities, no approval of, registration, notice to, Authorization of, declaration or filing with any Governmental Entity is necessary to authorize the execution and delivery of this Agreement, or any and all of the documents and instruments which are contemplated by or ancillary to the transactions detailed under this Agreement by any of the Tuccaro Group or the consummation by any of the Tuccaro Group of the transactions contemplated herein, where the failure to obtain such approval, registration, declaration or filing with any Governmental Entity would prevent any of the Tuccaro Group from execution and delivery of this Agreement, or any and all of the documents and instruments which are contemplated by or ancillary to the transactions detailed under this Agreement by any of the Tuccaro Group or the consummation by any of the Tuccaro Group of the transactions contemplated herein or would have a Material Adverse Effect on any of the Tuccaro Group.

Reporting Issuer Status

(gg) None of the Tuccaro Group entities is a reporting issuer or equivalent in any province or territory of Canada, and each of the Tuccaro Group is in material compliance with all securities Laws. None of the common shares of any of the Tuccaro Group entities are listed or posted for trading on any stock exchange.

Off-Balance Sheet Arrangements

(hh) The Tuccaro Group does not have any "off-balance sheet arrangements" as such term is described under IFRS other than in the normal course of the Tuccaro Group Business, but which are not material in any event.

Environmental and Safety Laws

(ii) With respect to environmental matters:

(i) each of the Tuccaro Group entities is not in material violation of any Environmental Laws;

(ii) each of the Tuccaro Group entities has operated its business at all times and has generated, received, handled, transported, used, stored, deposited, documented, treated, shipped, recycled and disposed of all Hazardous Substances, contaminants and wastes in material compliance with Environmental Laws;

(iii) there have been no material spills, releases, deposits or discharges of Hazardous Substances, contaminants or wastes within the ownership, possession or control of each of the Tuccaro Group entities on any of the Real Property owned or leased, or previously owned or leased, by the Tuccaro Group or on any other Real Property, in violation of Environmental Laws or where such spill, release, deposit or discharge could result in material liability to any of the Tuccaro Group;

(iv) other than as set out in the Tuccaro Group Disclosure Letter, there have been no material spills, releases, deposits or discharges, in violation of Environmental Laws, of any Hazardous Substances, contaminants or wastes, within the ownership, possession or control of any of the Tuccaro Group, into the earth, soil, subsoil, air or into any body of surface water or groundwater or any municipal or other sewer or drain water systems by any of the Tuccaro Group, in violation of Environmental Laws or where such spill, release, deposit or discharge could result in material liability to any of the Tuccaro Group;

(v) to the knowledge of each of the Tuccaro Group entities, the Real Property owned by the Tuccaro Group is free of all material environmental contamination, including patent and latent environmental contamination of the earth, soil, subsoil, air, surface water and groundwater within or adjacent to such Real Property;

(vi) no material orders, directions or notices have been threatened or have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of the Tuccaro Group other than abandonment and reclamation orders, directions or notices issued in connection with the normal course of business;

(vii) other than as set out in the Tuccaro Group Disclosure Letter, none of the Tuccaro Group has received any Claim or notice of any Claim nor are they aware of any grounds that might reasonably give rise to a Claim, against any of the Tuccaro Group related to material non-compliance with Environmental Laws, or the spill, release, deposit or discharge of any Hazardous Substance, contaminant or waste;

(viii) no event, matter, occurrence or circumstance with respect to environmental matters exists which could reasonably be expected to interfere with any of the Tuccaro Group obtaining any required Authorization in respect of its projects or that could have a Material Adverse Effect;

(ix) none of the Tuccaro Group has been convicted of any offence for non-compliance with any Environmental Laws; and

(x) each of the Tuccaro Group entities hold and is in material compliance with all material licences, permits and regulatory approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets and all such licences, permits and regulatory approvals are in full force and effect.

(jj) None of the Tuccaro Group is subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment (except for those derived from its operations in the Ordinary Course) or non-compliance with Environmental Law which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Tuccaro Group.

(kk) Each of the Tuccaro Group is in compliance with all Applicable Laws respecting occupational health and safety and worker's compensation, and to the knowledge of the Tuccaro Group, has not received notice of any outstanding claims, complaints, investigations or orders under any such Applicable Laws or from any of its customers with respect to its safety conditions or practices.

(ll) Each of the Tuccaro Group's commercial vehicle carrier profiles and workers' compensation rates are included in the Disclosure Letter.

Shareholders' Agreements, etc.

(mm) There are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the Tuccaro Group Shares.

No Bankruptcy

(nn) No proceedings have been taken, are pending or authorized by any of the Tuccaro Group or by any other person in respect of the bankruptcy, insolvency, liquidation or winding up of any of the Tuccaro Group entities.

Obligations to Related Parties

(oo) Other than the Vendor and affiliates of the Vendor and to the knowledge of the Tuccaro Group, none of the officers or directors of any of the Tuccaro Group has any director or indirect ownership interest in any firm or corporation which competes with any of the Tuccaro Group.

Protection of Confidentiality

(pp) The Tuccaro Group has taken commercially reasonable precautions and used commercially reasonable efforts to protect and to secure the confidentiality of their respective trade secrets and other proprietary and confidential information.

Privacy

(qq) The Tuccaro Group is in compliance with all privacy Laws applicable to them and the Tuccaro Group has not received written notice of any request, complaint, investigation, inquiry or claim relating to its handling of personal information, save and except for acts of non-compliance which would not have a Material Adverse Effect on the Tuccaro Group.

Assets

(rr) Each of the Tuccaro Group entities is not a partner, co-tenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business.

Insurance

(ss) Policies of insurance are in force as of the date hereof naming any of the Tuccaro Group entities as an insured and have been disclosed to Frontier. All such policies of insurance adequately cover all risks reasonably and prudently foreseeable in the operation and conduct of the business of the Tuccaro Group as would be customarily covered by companies operating the businesses that the Tuccaro Group operates. All such policies shall remain in full force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement. All such policies shall not be increased or amended or cancelled without the prior written consent of Frontier.

Related Party Transactions

(tt) Other than as disclosed in the Tuccaro Group Disclosure Letter, no Employee of the Tuccaro Group, any associate or affiliate of any such person or any party not at arm's length to the Tuccaro Group owns, has or is entitled to any royalty, net profits interest, carried interest or other Encumbrances of any nature whatsoever which are based on any revenue or rights attributed to the Tuccaro Group's Assets.

(uu) Except as disclosed in the Tuccaro Group Disclosure Letter, there are no contracts or arrangements (other than obligations to Employees that arise by operation of law, and option agreements, consulting agreements and indemnity agreements, the details of which have been previously disclosed to Frontier) to which any of the Tuccaro Group entities is a party with any present or former Employee of the Tuccaro Group or any other person not dealing at arm's length with the Tuccaro Group, or any associate or affiliate of any such Employee, nor is there any indebtedness owing by the Tuccaro Group to any such parties or by any such parties to the Tuccaro Group that will remain outstanding as of the Closing Date other than trade accounts receivable and trade accounts payable.

Dividends and Distributions

(vv) Since the date of the Tuccaro Group Financial Statements, except as disclosed in the Tuccaro Group Disclosure Letter, the Tuccaro Group has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.

Royalties

(ww) Other than as disclosed in the Tuccaro Group Disclosure Letter, the Tuccaro Group has no responsibility or obligation to pay any commission, royalty or similar payment to any Person.

Preservation of Business

(xx) Since August 31, 2011 the Tuccaro Group has used commercially reasonable efforts to preserve its current business, its goodwill and its property and all other assets, both tangible and intangible. Since such date, except as disclosed in the Tuccaro Group Disclosure Letter, the Tuccaro Group has not:

(i) redeemed, purchased or otherwise retired any of its shares or otherwise reduced its respective stated capital;

(ii) subjected any of its assets or permitted any of its assets to be subjected to any respective Encumbrance other than in the Ordinary Course; or

(iii) acquired, sold, leased or otherwise disposed of or transferred any assets other than in the Ordinary Course,

(iv) modified, amended or terminated any contract, agreement or arrangement to which it is or was a party or waived or released any right which it has or had, other than in the Ordinary Course;

(v) incurred any debt, liability or obligation for borrowed money other than in the Ordinary Course;

(vi) issued, sold or become liable on any share obligation;

(vii) increased the salary, fringe benefits or other compensation of, or paid any bonus or similar compensation to, any of its officers, directors or other management personnel or given salary or wage increases or additional fringe benefits or other compensation to any of its other Employees, except normal annual wage and salary increases to Employees other than officers, directors or other management personnel; or

(viii) agreed or offered to do any of the things described in the preceding clauses (i) through (vii).

Leases

(yy) Other than in respect of the Equipment Leases and Real Property Leases, and as disclosed in the Tuccaro Group Disclosure Letter, the Tuccaro Group does not hold under lease any land, buildings, machinery, equipment or vehicles, which are material to Tuccaro.

No Default under Lending Agreements

(zz) No event of default or material breach of any covenant has occurred under any of the Tuccaro Group's existing banking and lending agreements which has not been cured.

Impairment

(aaa) Neither the entering into of this Agreement nor the successful completion of the transactions contemplated by this Agreement will result in a Material Adverse Effect pursuant to or as a result of the provisions of any agreement or arrangement to which any of the Tuccaro Group is a party (assuming receipt of any required lender and other third party approvals and consents).

Accounts Receivable

(bbb) The Accounts Receivable of each of the Tuccaro Group in all material respects are good and collectible at the aggregate recorded amounts reflected in the Receivables List.

Filing Statement

(ccc) When filed with the TSXV, the information relating to the Tuccaro Group that is contained in the Filing Statement will not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Filing Statement and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made and the Filing Statement will contain full, true and plain disclosure of all material facts relating to the Tuccaro Group.

Prospectuses

(ddd) When filed with the Securities Authorities, the information relating to the Tuccaro Group that is contained in the Prospectuses will not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Prospectuses and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made and the Prospectuses will contain full, true and plain disclosure of all material facts relating to the Tuccaro Group.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF
THE VENDOR

5.1 The Vendor hereby represents and warrants to Frontier as follows and acknowledges that Frontier is relying on such representations and warranties in connection with the transactions contemplated hereby:

Ownership of Tuccaro Group Shares

(a) The Vendor is the legal and beneficial owner of that number of Tuccaro Group Shares set forth opposite its name in Schedule "A" hereto and has good title to them, free and clear of any Encumbrance. At Closing, the Vendor will have the absolute and exclusive right to sell the Tuccaro Group Shares to Frontier as contemplated by this Agreement.

Capacity and Authority of the Vendor

(b) The Vendor has all necessary power, authority and capacity to execute, deliver and perform its respective obligations under this Agreement.

Valid and Binding Obligation

(c) This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject only to the qualification that such enforceability may be limited by:

(i) any limitation under applicable Laws relating to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization and other similar laws relating to or affecting the enforcement of creditors' rights generally; and

(ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

Title to Tuccaro Group Assets and Good Practices

(d) To the Vendor's knowledge:

(i) all operations in respect of the Tuccaro Group Assets have been conducted in all material respects in accordance with all applicable Laws and regulations in effect in Canada;

(ii) the Tuccaro Group has not received any written notice which remains in effect that any of the operations on any of the properties of the Tuccaro Group (including, without limitation, any mines on such property) have not been operated in material compliance with all applicable Laws, except for such matters that would not reasonably be expected to have a Material Adverse Effect on the Tuccaro Group; and

(iii) the Tuccaro Group Assets constitute all of the material property and assets necessary to permit the operation of the Tuccaro Group as currently conducted.

ARTICLE 6
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

Survival of Representations and Warranties

6.1 The representations and warranties made by the Parties and contained in this Agreement shall continue in full force and effect for the benefit of the respective Party or Parties, as applicable, subject to the following:

(a) except as provided in subsections (b) and (c) below, Frontier, the Tuccaro Group and the Vendor may make or bring any claim for a period of two (2) years after the Closing Date;

(b) any claim which is based upon or relates to the tax liability of the Tuccaro Group or Frontier for a particular taxation year may be made or brought at any time prior to the expiration of the period (if any) during which an assessment, reassessment or other form of recognized document assessing liability for tax, interest or penalties in respect of such taxation year under applicable tax legislation could be issued, assuming that a waiver or similar document extending such period has not been filed; and

(c) any claim which is based upon or relates to the title to Tuccaro Group Shares in connection with this Agreement or which is based upon an intentional misrepresentation or fraud by Tuccaro Group or the Vendor may be brought at any time.

After the expiration of the period of time referred to in subsection (a), Frontier, Tuccaro Group and the Vendor will be released from any and all obligations and liabilities in respect of the representations and warranties made by each of them and contained in this Agreement or in any document or certificate given in order to carry out the transactions contemplated hereby, except with respect to any claims made by any of the Parties in writing prior to the expiration of such period and subject to the rights of each of the Parties to make any claim permitted by subsections (b) and (c).

ARTICLE 7
COVENANTS OF THE VENDOR AND TUCCARO GROUP

7.1 Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing, unless otherwise consented to in writing by Frontier, the Vendor and the Tuccaro Group, as the case may be, hereby covenant and agree with Frontier as follows:

General

(a) the Vendor shall not sell, assign, transfer, pledge, mortgage or otherwise dispose of any Tuccaro Group Shares or any right or interest therein;

(b) the Vendor and the Tuccaro Group shall not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be, would be inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby, or would or could reasonably be expected to directly or indirectly prevent, impair, hinder or delay the consummation of the transactions contemplated hereby;

Delivery of Share Certificates

(c) the Vendor shall on Closing surrender the certificate or certificates (or other reasonably acceptable evidence) representing the Tuccaro Group Shares held by it to Frontier and in return, shall be entitled to receive cash and a certificate representing Consideration Shares on the basis set out herein. Until such surrender and exchange, the register of shareholder(s) of the Tuccaro Group shall be evidence of such shareholder's right to be registered as a holder of Frontier Shares; and

(d) the Vendor shall deliver to Frontier completed and executed Share Transfer Forms for countersignature by Frontier in respect of the Tuccaro Group Shares;

Filings

(e) the Vendor and the Tuccaro Group consents to, and will assist Frontier with, the filing by Frontier from time to time of any reports or other documents required by any Securities Authorities with respect to its receipt of Consideration Shares pursuant to this Agreement;

(f) the Vendor and the Tuccaro Group shall make all such notifications, applications, submissions or filings as are required under applicable Law to be made by or on the part of the Vendor in connection with the transactions contemplated herein and in connection with the Offering, in each case after having first consulted with Frontier as to the respective scope and content of any such notice, application, submission or filing;

(g) the Vendor and the Tuccaro Group shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax returns for the Tuccaro Group for all taxable periods ending on or before the Closing Date, in a manner consistent with the representations contained in Section 4.1(r). Frontier shall, and shall cause the Tuccaro Group to, co-operate with the Vendor with respect to the preparation and filing of all Tax returns for the Tuccaro Group for all taxable periods ending on or before the Closing Date which are due to be filed after the Closing Date. Frontier shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all other Tax returns for the Tuccaro Group;

Representations and Warranties

(h) from the date hereof until the termination of this Agreement, the Vendor and the Tuccaro Group shall not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be, would render or could reasonably be expected to render any representation or warranty of the Vendor or the Tuccaro Group, as the case may be, contained in this Agreement or in any document or certificate delivered pursuant hereto misleading or untrue in any material respect;

Conditions

(i) the Vendor and the Tuccaro Group will use its commercially reasonable efforts to ensure compliance with all applicable conditions set forth in Article 11;

Insurance

(j) the Tuccaro Group shall maintain in full force all policies of insurance currently in effect in respect of the Tuccaro Group and the Tuccaro Group Business and give all notices and present all Claims under all such policies of insurance in a timely fashion;

7.2 From the date of this Agreement until the Closing Date, the Vendor will use its commercially reasonable efforts to cause the Tuccaro Group to conduct its business as carried on as of the date hereof in the Ordinary Course. Without limiting the generality of the foregoing, during the period starting on the date of this Agreement and ending on the Closing Date:

(a) the Tuccaro Group and the Vendor shall ensure that:

(i) each of the Tuccaro Group shall:

(A) carry on its respective business in the Ordinary Course and in a manner consistent with past practice,

(B) use commercially reasonable efforts to preserve intact its present business organization and material rights, to keep available the services of its current officers and employees (subject to the constraints imposed by the terms of this Agreement) and to preserve its relationships with customers, suppliers and others having business dealings with the Tuccaro Group, and

(C) maintain and keep its material properties and assets in as good repair and condition as at the date hereof, subject to ordinary wear and tear, all to the end that its goodwill and ongoing businesses shall not be impaired in any material respect at the Closing Date;

(ii) each of the Tuccaro Group shall not, without prior written consent of Frontier (such consent not to be unreasonably withheld) and other than as contemplated herein:

(A) issue or modify, or agree to issue or modify, any equity or debt securities or rights to acquire securities;

(B) incur any debt, other than in the Ordinary Course of business consistent with past practice;

(C) enter into any Material Contract, other than in the Ordinary Course of business consistent with past practice;

(D) alter or amend its articles or by-laws;

(E) engage in any business enterprise or other activity different from that carried on as of the date hereof;

(F) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any material portion of its assets;

(G) declare or pay any dividends on, make other distributions or return capital in respect of any of its capital stock or any other equity interests or distribute any of its properties or assets (other than any of the Excluded Assets) to the Vendor;

(H) reduce its stated capital;

(I) split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance or distribution of any other securities in respect or in lieu of or in substitution for, shares of its capital stock;

(J) issue, sell, reserve or set aside any shares of its capital stock or any securities or obligations convertible into, exercisable or exchangeable for, or any rights, warrants, calls, subscriptions or options to acquire, shares of its capital stock, or any of its material assets;

(K) dispose of or encumber, repurchase, redeem or otherwise acquire, (1) any shares of its capital stock or any securities or obligations convertible into, exercisable or exchangeable for, or any rights, warrants, calls, subscriptions or options to acquire, shares of its capital stock, or (2) any of its material assets;

(L) except as permitted pursuant to subparagraph (C) above, enter into or announce any agreement or arrangement with respect to the sale, voting, registration or repurchase of any shares of its capital stock or any security convertible into or exchangeable for such shares or any of the material Tuccaro Group Assets;

(iii) Tuccaro Group shall not:

(A) (1) incur, assume or prepay any long term or short term debt or issue any debt securities, except in conjunction with the bonuses payable to the Vendor on or before the Closing Date, or otherwise in the Ordinary Course; which Frontier acknowledges to include fluctuations in the shareholder and inter-corporate loan accounts and the Tuccaro Group's indebtedness to the Tuccaro Trust (2) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person except in the Ordinary Course to other members of the Tuccaro Group; (3) make any loans, advances or capital contributions to, or investments in, any other Person except in the Ordinary Course to other members of the Tuccaro Group; and (4) pledge or otherwise encumber shares of its capital stock of any Tuccaro Group entity;

(B) enter into any material operating lease or create any mortgages, security interests, Encumbrances or other encumbrances on its property;

(iv) Tuccaro Group shall not:

(A) extend, expand or enhance the engagement of, or increase or modify (or enter into any contract or arrangement to increase or modify) the amount of (or accelerate the payment or vesting of) any compensation or benefit or amount payable under, any contract, agreement, commitment, arrangement, plan or policy providing for compensation or benefits to any former or present director, officer or consultant of the Tuccaro Group; or

(B) adopt, establish, enter into or implement or amend any employee benefit plan, policy, severance or termination agreement providing for any form of benefits or other compensation to any former, present or future Employee of Tuccaro Group or amend any policy, severance or termination agreement;

(v) Tuccaro Group shall not pay, discharge, satisfy, compromise or settle any material claims, liabilities or obligations prior to the same being due;

(vi) Tuccaro Group shall not liquidate, dissolve, reorganize, amalgamate, merge, consolidate or otherwise combine with any other Person;

(vii) except as required by applicable Laws, Tuccaro Group shall not enter into, terminate or waive any provision of, exercise any material option or relinquish any material contractual rights under, or modify or request to modify in any material respect any Material Contract or enter into any contract that would be a Material Contract if entered into as of the date hereof, in either case other than in the Ordinary Course;

(viii) Tuccaro Group shall not revalue in any material respect any of its assets;

(ix) Tuccaro Group shall not make any changes to the existing accounting practices, methods and principles relating to any Tuccaro Group entity except to the extent required for the purpose of conforming the Tuccaro Group Financial Statements to IFRS;

(x) Tuccaro Group shall not make or rescind any material tax election;

(xi) Tuccaro Group shall not incur or commit to incur any operating expenses otherwise than in the Ordinary Course;

(xii) Tuccaro Group shall not acquire in any manner whatsoever (including by amalgamation, merger, consolidation, share acquisition or asset acquisition) any body corporate, partnership, trust, joint venture or other business organization or any division, business unit or substantial part of the assets thereof, or make any investment therein either by purchase of securities, contributions of capital or property transfer;

(xiii) Tuccaro Group shall not make any loans or advances of any kind or nature whatsoever;

(xiv) Tuccaro Group shall not transfer or consent to the transfer of any material right or entitlement that may be exercised against the Tuccaro Group;

(xv) Tuccaro Group shall not enter into any employment, consulting, agency or service Contract that cannot be terminated on 30 days' notice (or less) without penalty;

(xvi) Tuccaro Group shall not waive, release, assign, settle or compromise any pending or threatened suit, action or claim against it or any other rights, claims or litigation material to it;

(xvii) Tuccaro Group shall not:

(A) enter into any confidentiality or standstill agreement; or

(B) amend or release any third party from its obligations or grant any consent under, any confidentiality or standstill provision or fail to fully enforce any such provision;

(xviii) Tuccaro Group shall not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be:

(A) is inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby;

(B) would or could reasonably be expected to directly or indirectly prevent, impair, hinder, delay or otherwise interfere with the purchase by Frontier of the Tuccaro Group Shares as provided herein or the consummation of any other transaction contemplated hereby; or

(C) would render or could reasonably be expected to render any representation or warranty of the Tuccaro Group contained in this Agreement or in any document or certificate delivered pursuant hereto misleading or untrue in any material respect;

(xix) Tuccaro Group shall not agree in writing or otherwise to take any steps to effect, any of the foregoing.

(xx) Tuccaro Group shall use its commercially reasonable efforts to obtain and maintain any and all Authorizations as may be required under any applicable Law or any contract to which the Tuccaro Group is a party or by which any of them or any of their respective Tuccaro Group Assets is bound in order to consummate the transactions contemplated hereby, and provide copies of the same to Frontier prior to the Closing Date;

(xxi) Tuccaro Group shall comply with all Laws applicable to the Tuccaro Group or the Tuccaro Group Business or otherwise affecting the Tuccaro Group Assets or the operations of the Tuccaro Group; and

(xxii) Tuccaro Group shall provide Frontier with:

(A) copies of any notice, correspondence or other communication received from any Governmental Entity;

(B) full particulars of any Claim or any proceeding against, involving or affecting the Tuccaro Group, the Tuccaro Group Business, any Tuccaro Group Assets or any current or former Employee, agent or other representative of the Tuccaro Group of which the Tuccaro Group shall receive notice or otherwise become aware, including copies of any documentation relating thereto; and

(C) full particulars of any Material Adverse Effect with respect to the Tuccaro Group, including copies of any documentation relating thereto; and

(xxiii) Tuccaro Group shall make all such notifications, applications, submissions or filings as are required under applicable Law to be made by or on the part of the Tuccaro Group in connection with the transactions contemplated herein, in each case after having first consulted with Frontier as to the respective scope and content of any such notice, application, submission or filing.

Approval of Acquisition and Offering

(b) The Vendor and the Tuccaro Group shall use their commercially reasonable efforts to assist Frontier in obtaining the Regulatory Approvals of the Securities Authorities for the Acquisition, the Offering and the listing on the TSXV of the Frontier Shares issuable pursuant to this Agreement and the Offering.

Necessary Consents

(c) Tuccaro Group shall use its commercially reasonable efforts to obtain from its directors, shareholders and all appropriate Governmental Entities such approvals, Permits or consents as are required (if any) to complete the transactions contemplated herein.

Filing Statement

(d) The Vendor and the Tuccaro Group shall use commercially reasonable efforts to assist Frontier in finalizing the Filing Statement, together with any other documents required by applicable securities and corporate Laws in connection with the Qualifying Transaction. No statement contained in the Filing Statement with respect to the Tuccaro Group will contain any untrue statement of material fact or will omit to state a material fact which is necessary in order to make the statements therein misleading.

Prospectuses

(e) The Vendor and the Tuccaro Group shall use commercially reasonable efforts to assist Frontier in preparing and finalizing the Prospectuses, together with any other documents required by applicable securities and corporate Laws in connection with the Offering. No statement contained in the Prospectuses with respect to the Tuccaro Group will contain any untrue statement of material fact or will omit to state a material fact which is necessary in order to make the statements therein misleading.

ARTICLE 8
COVENANTS OF FRONTIER

Covenants of Frontier

8.1 Except as otherwise contemplated or permitted in this Agreement, during the period from the date of this Agreement to the Closing, Frontier hereby covenants and agrees with Tuccaro Group as follows:

General

(a) Frontier shall not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be:

(i) is inconsistent with this Agreement, the performance hereof or completion of the transactions contemplated hereby;

(ii) would or could reasonably be expected to directly or indirectly prevent, impair, hinder, delay or otherwise interfere with the issuance by Frontier of the Consideration Shares, the purchase by Frontier of the Tuccaro Group Shares as provided herein or the consummation of any other transaction contemplated hereby; or

(iii) would render or could reasonably be expected to render any representation or warranty of Frontier contained in this Agreement or in any document or certificate delivered pursuant hereto misleading or untrue in any material respect;

Necessary Consents

(b) Frontier shall use its commercially reasonable best efforts to obtain from its directors, shareholders and all appropriate Governmental Entities such approvals, Permits or consents as are required (if any) to complete the transactions contemplated herein.

Approval of Acquisition and Offering

(c) Frontier shall use its reasonable efforts to obtain the Regulatory Approvals of the Securities Authorities for the Acquisition, the Offering and the listing on the TSXV of the Frontier Shares issuable pursuant to this Agreement and the Offering.

Conditions

(d) Frontier will use its commercially reasonable efforts to ensure compliance with all applicable conditions set forth in Article 11.

Status and Filings

(e) Frontier will maintain its corporate status and comply with all applicable corporate and securities Laws and requirements (including any applicable filing requirements) prior to Closing.

Directors

(f) Frontier shall take all required action to appoint David Tuccaro as a new director of Frontier and shall hold office until the next meeting of the Frontier Shareholders or until his successor is elected or appointed in accordance with the provisions of Frontier's By-Laws, so that on Closing the board of directors shall consist of the following nine persons: Bradford Creswell, John Jacobs, Darin Coutu, Rob Hunt, Trevor Haynes, Edward Redmond, Don Basnett, Darrell Peterson and Dave Tuccaro.

8.2 From the date of this Agreement until the Closing Date, Frontier will use its commercially reasonable efforts to conduct its business as carried on as of the date hereof in the Ordinary Course. Without limiting the generality of the foregoing, during the period starting on the date of this Agreement and ending on the Closing Date, Frontier shall not:

(a) issue or modify any securities or rights to acquire securities, other than pursuant to the exercise of the Frontier Options, the Agent's Option and in connection with the Offering;

(b) declare or pay any dividends or distribute any of its properties or assets to Frontier Shareholders;

(c) enter into any contracts, other than in connection with this Agreement, the Offering or the Acquisition;

(d) alter or amend its articles or by-laws;

(e) engage in any business enterprise or other activity different from that carried on as of the date hereof;

(f) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;

(g) redeem, purchase or offer to purchase any of Frontier Shares or other securities;

(h) acquire, directly or indirectly, any assets, including but not limited to securities of other companies;

(i) incur or commit to incur any indebtedness for borrowed money or issue any debt securities; or

(j) approve, authorize or implement any change to the business, financial condition or management of Frontier.

Management

(k) Frontier shall take all required action to appoint the management of the Resulting Issuer as follows:

Office	Name
President	Bradford N. Creswell
Chief Executive Officer	John R. Jacobs
Chief Financial Officer	Lisa Mortell
Vice President Operations	Craig Jenkins

The Vendor and the Tuccaro Group acknowledge and agree that effective upon completion of the Transaction, Frontier may appoint a new President and Chief Executive Officer and Chief Financial Officer, such management to be approved by Frontier and the Vendor, acting reasonably.

Filing Statement

(l) Frontier, with the assistance of Tuccaro Group, shall use commercially reasonable efforts to finalize the Filing Statement, together with any other documents required by applicable securities and corporate Laws in connection with the Qualifying Transaction, and Frontier shall cause the Filing Statement to be filed, with the assistance of the Tuccaro Group, as required by applicable Laws as soon as reasonably practicable, provided that the Filing Statement and other documentation required in connection with the Qualifying Transaction shall be filed only with Tuccaro Group's prior written consent (in connection with the Filing Statement, such consent shall be evidenced by a fully executed Tuccaro Group certificate page).

Listing

(m) During the period starting on the date of this Agreement and ending on the Closing Date, Frontier shall use its commercially reasonable efforts to have the issuance of all the Frontier Shares issuable pursuant to, or as a consequence of, the Acquisition and the Offering accepted by the TSXV, and shall include all applicable escrow arrangements required by the TSXV and the Agents. In that regard, Frontier shall provide Tuccaro Group with all material communications sent to or received from the TSXV or any Securities Authorities in connection with the Qualifying Transaction.

Representations and Warranties

(n) Frontier covenants and agrees that from the date hereof until the termination of this Agreement, Frontier shall not, directly or indirectly, take or omit to take (or permit to be taken or not taken) any action that, if taken or not taken, as the case may be, would render or could reasonably be expected to render any representation or warranty contained in this Agreement or in any document or certificate delivered pursuant hereto misleading or untrue in any material respect.

ARTICLE 9
MUTUAL COVENANTS

Preparation of Filings

9.1 Frontier, the Vendor and Tuccaro Group shall cooperate in the preparation of all applications for all approvals and the preparation of any other documents and taking of all actions reasonably deemed by Frontier, the Vendor and the Tuccaro Group, as the case may be, to be necessary to discharge their respective obligations under applicable Laws in connection with each step of the Qualifying Transaction and the Offering and all other matters contemplated in the Filing Statement, the Prospectuses and this Agreement. In this regard:

(a) each of Frontier and Tuccaro Group shall furnish to the other all such information concerning it and its shareholders, as may be required to effect the transaction contemplated in this Agreement;

(b) each of Frontier and Tuccaro Group covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the transaction contemplated in this Agreement will, to the best of its knowledge, contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used;

(c) each of Frontier and Tuccaro Group shall promptly notify the other if at any time before the Closing Date it becomes aware that the Filing Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Filing Statement; and

(d) Frontier and Tuccaro Group shall cooperate in the preparation of a supplement or amendment to the Filing Statement, as required and as the case may be, and, if required, shall cause the same to be distributed to Frontier Shareholders, Tuccaro Group, the Vendor, the Agents and/or filed with the Securities Authorities.

Notice of Material Change

9.2 From the date hereof until the earlier of the Closing Date or the termination of this Agreement, each of Frontier, Tuccaro Group and the Vendor shall promptly notify the other Parties in writing of:

(a) any material change (as such term is defined in securities Laws) (actual, anticipated, contemplated or, to the best of the knowledge of Frontier, Tuccaro Group or the Vendor, as the case may be, threatened, financial or otherwise) upon the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Person or, in the case of the Tuccaro Group, Persons, taken as whole;

(b) any change in the facts relating to any applicable representation or warranty set out in Article 3, Article 4 and Article 5 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or

(c) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.

Each of Frontier, the Vendor and Tuccaro Group shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need be given to the other pursuant to this Section 9.2.

Consummation of the Transaction

9.3 Use all commercially reasonable efforts to consummate the transaction contemplated in this Agreement and all matters described in the Filing Statement.

Other Filings

9.4 The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under any securities Laws, the rules and policies of the TSXV or any other applicable Laws relating to the transaction contemplated in this Agreement.

Additional Agreements

9.5 Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Qualifying Transaction contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including, as applicable, using commercially reasonable efforts:

(a) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts or agreements;

(b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Qualifying Transaction contemplated hereby;

(c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Qualifying Transaction contemplated hereby; and

(d) to effect all necessary registrations and other filings and submissions of information requested by Governmental Entities.

Access to Frontier

9.6 The Tuccaro Group shall provide reasonable access and otherwise make available to Frontier and its representatives for examination all books and records in its possession or under its control to the extent reasonably required by Frontier, cooperate with and assist Frontier and its representatives with respect to any communications that Frontier may reasonably wish to direct to the Employees of the Tuccaro Group referenced in Section 1.3 hereof (including meetings with such Employees), in order to enable Frontier to assess satisfaction of the conditions set forth in Section 11.3(q) and to facilitate Frontier's ability to expeditiously and efficiently integrate, where applicable, the business and operations of Frontier and the Tuccaro Group from and after the Closing Time; provided however that the opportunity to send a communication or to hold a meeting with the Employees referenced in Section 1.3 hereof (including the contents or topics thereof) shall be subject to the Tuccaro Group's prior approval, acting reasonably, and that such investigation and assistance shall not unreasonably disrupt the operations of the Tuccaro Group or the Tuccaro Group Business. The Tuccaro Group shall provide copies of any Tuccaro Group books and records when reasonably requested by Frontier. Any information provided to Frontier or any of its representatives pursuant to this Section 9.6 shall be subject to the Confidentiality Agreement between the Tuccaro Group and Frontier.

Access to the Vendor and the Tuccaro Group

9.7 Frontier shall provide reasonable access and otherwise make available to the Vendor, the Tuccaro Group and their representatives for examination all relevant books and records in its possession or under its control to the extent reasonably required by the Vendor and the Tuccaro Group. Frontier shall provide copies of or make available to the Vendor, the Tuccaro Group and their representatives any of the relevant books and records when reasonably requested by the Vendor and the Tuccaro Group. Any information provided to the Vendor, the Tuccaro Group or any of their representatives pursuant to this Section 9.7 shall be subject to the Confidentiality Agreement.

ARTICLE 10
INDEMNIFICATION

Indemnification by Frontier

10.1 Subject to Section 10.4, Frontier hereby covenants and agrees with Tuccaro Group and the Vendor to indemnify and save harmless each Tuccaro Group entity and the Vendor from and against any Claims which may be made or brought against such Party or which such Party may suffer or incur as a result of, or arising out of any non-fulfillment of any covenant or agreement on the part of Frontier under this Agreement or any incorrectness in or breach of any representation or warranty of Frontier contained in this Agreement.

Indemnification by Tuccaro Group

10.2 Subject to Section 10.4, Tuccaro Group hereby covenants and agrees with Frontier to indemnify and save harmless Frontier from and against any Claims which may be made or brought against it or which it may suffer or incur as a result of, or arising out of non-fulfillment of any covenant or agreement on the part of any Tuccaro Group entity under this Agreement or any incorrectness in or breach of any representation or warranty of any Tuccaro Group entity contained in this Agreement.

Indemnification by the Vendor

10.3 Subject to Section 10.4, the Vendor hereby covenants and agrees with Frontier to indemnify and save harmless Frontier from and against any Claims which may be made or brought against it or which it may suffer or incur as a result of, or arising out of non-fulfillment of any covenant or agreement on the part of the Vendor under this Agreement or any incorrectness in or breach of any representation or warranty of the Vendor or the Tuccaro Group contained in this Agreement.

Limitation on Indemnification

10.4 The Party or other indemnified person making a claim for indemnification under this Article is referred to as the "**Indemnified Party**" and the Party providing indemnification is referred to as the "**Indemnifying Party**" for the purposes of this Article. The indemnification obligations of an

Indemnifying Party pursuant to Section 10.1, 10.2 or 10.3 shall be an Indemnified Party's sole and exclusive remedy for non-fulfillment of any covenant or agreement on the part of such Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of that Indemnifying Party in this Agreement, subject to the following:

(a) any Claim for indemnification shall survive the Closing only for the applicable time periods mentioned in Article 6 respecting the survival of the representations and warranties;

(b) no Claim for indemnification shall be made in respect of any individual Claim relating to the inaccuracy or breach of any representation or warranty which has a value of less that $50,000.00;

(c) an Indemnifying Party shall not be required to indemnify an Indemnified Party until the aggregate Claims sustained by that Indemnified Party exceeds a value of $200,000.00; and

(d) notwithstanding any other provision of this Agreement, an Indemnifying Party shall not be required to indemnify an Indemnified Party:

  (i) in respect of indirect or consequential losses or damages including loss of profits; or

  (ii) to the extent that the Indemnified Party (which in the case of Frontier shall include the Tuccaro Group) is entitled to recover under any insurance policy any loss or damage forming the subject matter of the Claim (but without prejudice to the Indemnified Party's right to claim for any deductible under such policy or any increase in insurance premiums under such insurance policy resulting from any claim being made under such insurance policy).

<u>Procedure for Indemnification</u>

10.5 The following provisions shall apply to any Claims for which an Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

(a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of a Claim in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby or the notice is given outside the applicable time periods mentioned in Article 6 respecting the survival of the representations and warranties;

(b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than fifteen (15) days after receipt of the notice described in subsection (a) above to assume the control of the defence, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall at the Indemnified Party's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defence, compromise or settlement;

(c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defence; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such cooperation;

(d) the final determination of any such claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such claims against the Indemnifying Party hereunder; and

(e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in subsection (b) above, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any third party Claim, the Indemnified Party shall not settle or pay any such Claim without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The Indemnified Party and the Indemnifying Party shall consult and co-operate fully with each other on a timely basis with respect to such third party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available). The Indemnified Party shall make available to the Indemnifying Party or its representatives, on a timely basis, all documents, records and other materials in the possession of the Indemnified Party which are reasonably required by the Indemnifying Party for its use in connection herewith, all at the cost and expense of the Indemnifying Party.

Maximum Aggregate Liability

10.6 Notwithstanding anything in this Agreement to the contrary, the maximum aggregate liability of the Vendor pursuant Section 10.3 shall be $63,000,000.

ARTICLE 11
CONDITIONS PRECEDENT

Mutual Conditions Precedent

11.1 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the mutual benefit of both Frontier and the Vendor and may be waived by Frontier and the Vendor, jointly, in writing:

(a) the receipt of all necessary Regulatory Approvals, shareholder and third party approvals and consents, including the conditional acceptance of the TSXV, and compliance with all applicable Laws, regulatory requirements and conditions in connection with the conditional acceptance of the TSXV and the Qualifying Transaction and the Offering;

(b) the completion of the Offering for gross proceeds of not less than $90,000,000;

(c) to the extent Section 2.15 is applicable, the parties shall have delivered duly executed copies of the required escrow agreements;

(d) the delivery of standard completion documentation including, but not limited to, legal opinions from Canadian legal counsel, officer's certificates, and certificates of good standing; and

(e) no legal action or proceedings shall be pending or threatened by any Person against Frontier or any of the Tuccaro Group entities or the Vendor in any jurisdiction and no order or notice will have been issued or delivered by any Governmental Entity or Securities Authority seeking to enjoin or prohibit, on a temporary or permanent basis, any of the transactions contemplated in this Agreement (including but not limited to the Acquisition and the Offering) or imposing temporary or permanent terms or conditions on such transactions.

Condition Precedent for the Benefit of the Vendor

11.2 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

(a) the maintenance of Frontier's listing on the TSXV;

(b) the representations and warranties of Frontier set forth in Article 3 will be true and correct in all material respects and for this purpose all materiality qualifications in such representations and warranties will be disregarded at the Closing Time with the same force and effect as if made at and as of such time;

(c) Frontier will have performed or complied with, in all material respects, all of the obligations and covenants and conditions of this Agreement to be performed or complied with by Frontier at or prior to the Closing Time;

(d) the price of the Frontier Subscription Receipts set in the Offering shall be priced in the context of the market;

(e) the absence of any Material Adverse Effect on the business, prospects or financial condition of Frontier;

(f) the agency agreement entered into by Frontier and the Agents to be on industry standard terms and conditions, acceptable to the Vendor, acting reasonably;

(g) the Vendor will be furnished with such certificates or other instruments of Frontier or of officers of Frontier as the Vendor or the Vendor's Counsel may reasonably think necessary in order to establish that the terms, covenants and conditions contained in this Agreement to have been performed or complied with by Frontier at or prior to the Closing Time have been performed or complied with in all material respects and that the representations and warranties of Frontier herein given are true and correct at the Closing Time in all material respects;

(h) the Vendor confirming, to his satisfaction, acting reasonably, that he will not be subject to any significant adverse tax consequences as a result of the Qualifying Transaction or otherwise;

(i) there will be no actions, suits or proceedings, whether or not purportedly on behalf of Frontier, outstanding or, to the knowledge of Frontier, pending or threatened by or against Frontier at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, bureau, agency or instrumentality;

(j) original share certificates representing the Consideration Shares to be issued as fully paid and non-assessable to the Vendor and bearing the appropriate restrictive legends, provided that where Consideration Shares are subject to escrow, delivery of those share certificates to the escrow agent shall be deemed good delivery to the Vendor; and

(k) Frontier will have delivered to the Vendor a favourable legal opinion of the Purchaser's Counsel including its opinion regarding the Consideration Shares issued to the Vendor pursuant to this Agreement;

(l) the Vendor and Tuccaro Group shall be satisfied, in their sole discretion, acting reasonably, with the results of their due diligence investigation into the business, operations and affairs of Frontier which due diligence investigation due diligence investigation shall be completed on or before August 1, 2012 (the "**Due Diligence Deadline**") and failure to provide written notice to Frontier by the Due Diligence Deadline shall mean the Tuccaro Group and the Vendor are satisfied with their due diligence investigation such that this condition does not survive past the Due Diligence Deadline; and

(m) the form and legality of all matters incidental to the sale by the Vendor and the purchase by Frontier of the Tuccaro Group Shares will be subject to the approval of the Vendor's Counsel, acting reasonably.

<u>Condition Precedent for the Benefit of Frontier</u>

11.3 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Closing Date, which conditions are for the exclusive benefit of Frontier and may be waived, in whole or in part, by Frontier in its sole discretion:

(a) the representations and warranties of the Vendor and the Tuccaro Group set forth in Article 4, will be true and correct in all material respects and for this purpose all materiality qualifications in such representations and warranties will be disregarded at the Closing Time with the same force and effect as if made at and as of such time;

(b) the Vendor and the Tuccaro Group will have performed or complied with, in all material respects, all of the obligations and covenants and conditions of this Agreement to be performed or complied with by the Vendor and the Tuccaro Group, respectively, at or prior to the Closing Time;

(c) the absence of any Material Adverse Effect on the business, prospects or financial condition of the Tuccaro Group;

(d) the Vendor shall be the legal and beneficial owner of all the Tuccaro Group Shares and shall have delivered original share certificates and a duly completed and executed Share Transfer Forms representing the Tuccaro Group Shares in fully transferable form;

(e) there will be no material actions, suits or proceedings, whether or not purportedly on behalf of Tuccaro Group, outstanding or, to the best of the knowledge of Tuccaro Group, pending or threatened by or against Tuccaro Group at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, bureau, agency or instrumentality;

(f) the total issued and outstanding share capital at Closing, on a fully-diluted basis, shall not exceed: (i) 100 Tuccaro Shares, (ii) 800 Neegan Development "A" Shares and 1,000 Neegan Development "B" Shares, (iii) 180,001 Tuc's Shares, (iv) 265,100 Neegan Technical Shares, and (v) 100 WPS Shares;

(g) as of the Closing Date, there will be no stock options or any other convertible securities to acquire Tuccaro Group Shares issued and outstanding;

(h) Frontier will be furnished with such certificates or other instruments of the Tuccaro Group, or the Vendor, or of officers of the Tuccaro Group as Frontier or the Purchaser's Counsel may reasonably think necessary in order to establish that the terms, covenants and conditions contained in this Agreement to have been performed or complied with by the Tuccaro Group or the Vendor at or prior to the Closing Time have been performed or complied with in all material respects and that the representations and warranties of the Tuccaro Group or the Vendor herein given are true and correct at the Closing Time in all material respects;

(i) Frontier and the Vendor shall have entered into a lease agreement for Tuccaro Group’s main facility in Fort McMurray at current market rates, in form satisfactory to Frontier and the Vendor, acting reasonably;

(j) The Vendor, Craig Jenkins, Mark Nystrom, Lawrence Tuccaro, Bill Takaro, Kevin Best and Barry Mizera shall have entered into non-competition agreements with Frontier in form satisfactory to Frontier;

(k) Frontier shall have entered into employment agreements, with key management personnel of the Tuccaro Group including Craig Jenkins, Mark Nystrom, Lawrence Tuccaro, Kevin Best and Barry Mizera**,** in form satisfactory to Frontier;

(l) Frontier shall have received the Lock-Up Agreement duly executed by the Vendor pursuant to Section 2.17;

(m) Frontier shall have received the TSXV Escrow Agreement duly executed by the Vendor pursuant to Sections 2.15;

(n) The Vendor and the Vendor's Counsel shall have entered into the Escrow Agreement with Frontier respect to the Escrow Amount;

(o) Frontier shall have received an agreement from the Vendor and each of the Tuccaro Group entities, which provides that until completion of the Acquisition, the Vendor, the Tuccaro Group and its affiliates, associates and Employees will not, directly or indirectly, purchase any Frontier Shares nor acquire any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the purchase or allotment of Frontier Shares or any security convertible into or exchangeable for any Frontier Shares;

(p) all secured creditors of the Tuccaro Group (other than those, if any, that shall hold Permitted Encumbrances) shall have discharged and released any and all security and security interests held on any of the Tuccaro Group Assets, and all third-party indebtedness owed by the Tuccaro Group to any creditor or shareholder (other than trade payables and accrued liabilities included in working capital) shall have been repaid;

(q) the auditors of the Tuccaro Group will have provided a comfort letter in respect of the Tuccaro Group Financial Statements;

(r) the Vendor will have delivered to Frontier a favourable legal opinion of the Vendor and the Tuccaro Group's counsel;

(s) Frontier shall be satisfied, in its sole discretion, acting reasonably, with the results of its due diligence investigation into the business, operations and affairs of the Tuccaro Group which due diligence investigation shall be completed on or before the Due Diligence Deadline and failure to provide written notice to the Tuccaro Group and the Vendor by the Due Diligence Deadline shall mean Frontier is satisfied with its due diligence investigation such that this condition does not survive past the Due Diligence Deadline; and

(t) the form and legality of all matters incidental to the sale by the Vendor and the purchase by Frontier of the Tuccaro Group Shares will be subject to the Purchaser's Counsel's approval, acting reasonably.

ARTICLE 12
CLOSING

Time of Closing

12.1 The Closing of the transactions contemplated herein shall be completed on the Westbank First Nation Reserve at 2095 Manuel Road, Kelowna, British Columbia, V1Z 2Z2 at a time to be mutually agreed by the Parties on the Closing Date.

Closing Procedures

12.2 Subject to satisfaction or waiver by the relevant Party of the conditions of Closing, at Closing, the Vendor will deliver the certificate(s) representing the Tuccaro Group Shares and the forms of transfer duly completed for transfer to Frontier and a certified copy of the updated registers of members of Tuccaro Group and upon such delivery Frontier will deliver to the Vendor the certificate(s) representing the Consideration Shares and the Cash Consideration, both pursuant to Section 2.2.

Deliveries on the Closing Date

12.3

(a) The Vendor and the Tuccaro Group shall deliver to Frontier, on the Closing Date:

(i) a certificate of status, for each of the Tuccaro Group entities, as issued by the Registrar of Corporations;

(ii) a certified copy of the organizational or constating documents of each of the Tuccaro Group entities;

(iii) certified copies of the updated registers of members showing the transfer of the Tuccaro Group Shares to Frontier;

(iv) certified copies of the certificates of incumbency in respect of the Tuccaro Group;

(v) a certified copy of the sole shareholder's resolution passed by the Vendor approving this Agreement as well as the consummation of the transactions contemplated hereby.

(vi) all definitive certificates representing the Tuccaro Group Shares duly endorsed for transfer to Frontier or accompanied by a written instrument of transfer;

(vii) a certified copy of the resolutions of the directors of each of the Tuccaro Group entities, approving this Agreement and the transactions contemplated hereby and the transfer of the Tuccaro Group Shares to Frontier;

(viii) all original minute books, corporate records, corporate seals and all other books and records of, or documents relating to the Tuccaro Group;

(ix) the draft section 85 elections contemplated by Section 2.9;

(x) each of the deliveries contemplated in Article 11; and

(xi) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Frontier to complete the transaction provided for in this Agreement.

(b) Frontier shall deliver to the Vendor on the Closing Date (except as otherwise indicated):

(i) a certificate of status for Frontier as issued by the Register of Corporations;

(ii) evidence that Frontier is a reporting issuer in Alberta, British Columbia and Ontario and is not in default of any of the provisions therein;

(iii) a wire transfer to the Vendor's Counsel, in trust, in the amount contemplated by Section 2.2(b);

(iv) a letter from the TSXV conditionally approving the listing of the Frontier Shares subject only to conditions which may reasonably be expected to be satisfied;

(v) the Consideration Shares registered in the name of the Vendor, or such other name as the Vendor may direct, to the Purchaser's Counsel in accordance with the Escrow Agreement;

(vi) a certified copy of the resolutions of the board of directors of Frontier approving this Agreement and the transactions contemplated hereby;

(vii) a certificate dated the Closing Date confirming the satisfaction of Frontier's conditions in a form satisfactory to the Vendor;

(viii) each of the deliveries contemplated in Article 11; and

(ix) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendor to complete the transaction provided for in this Agreement.

ARTICLE 13
TERMINATION

Termination Rights

13.1 This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

(a) by mutual consent of Frontier on the one hand, and the Vendor and Tuccaro Group, on the other hand;

(b) by either Frontier, the Vendor or the Tuccaro Group if any of the conditions set forth herein for its respective benefit has not been fulfilled or waived at or prior to Closing Date; or

(c) by either Frontier or Tuccaro Group if the Acquisition is not consummated by December 31, 2012 or such other date as may be agreed to by Frontier and Tuccaro Group; and, in such event, each Party shall be released from all obligations under this Agreement, save and except for its obligations, if any, under Article 10, Section 14.9 and 14.11 and Article 15, which shall survive.

Effect of Termination

13.2 Each Party's right of termination under this Article 13 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article 13 shall limit or affect any other rights or causes of action the Parties may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

ARTICLE 14
EXCLUSIVITY

Non-Solicitation

14.1 The Tuccaro Group and the Vendor shall immediately cease and cause to be terminated all existing discussions and negotiations, if any, with any parties (other than with Frontier) conducted on or before the date of this Agreement with respect to any actual or potential Acquisition Proposal. The Tuccaro Group and the Vendor, as applicable, shall immediately send a letter to all parties who have had such discussions or negotiations or who have entered into confidentiality agreements with the Tuccaro Group or the Vendor, as the case may be, pertaining to the sale of the Tuccaro Group or a material portion of its assets and shall use its commercially reasonable efforts to have all materials provided to such parties by the Tuccaro Group or the Vendor or prepared by such parties in respect of the Tuccaro Group destroyed or returned to the Tuccaro Group or the Vendor, as the case may be, or its agents or advisors. The Tuccaro Group and the Vendor shall immediately advise Frontier in writing of any response or action (actual, anticipated, contemplated, threatened or otherwise) by any recipient of such letter which could hinder, prevent or delay or otherwise adversely affect the completion of the transactions contemplated by this Agreement.

14.2 Neither the Tuccaro Group nor any of its respective Employees, agents, financial advisors, counsel or other representatives shall, directly or indirectly:

(a) solicit, initiate or encourage in any manner whatsoever the initiation or continuation of any inquiries, discussions, negotiations, proposals or offers from any corporation, person or other entity or group (other than Frontier and its directors, officers, employees, agents, financial advisors, counsel or other representatives) in respect of any matter or thing which is inconsistent with the successful completion of any of the transactions contemplated herein including, without limitation, any actual (or potential) Acquisition Proposal;

(b) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise cooperate in any manner with, or assist or participate in, or facilitate or encourage, an effort or attempt by any other person to do anything mentioned in the foregoing subsection 14.2(a);

(c) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forebear in respect of, any rights or other benefits under the Confidentiality Agreement including, without limitation, any standstill provisions thereunder; or

(d) accept, recommend, approve or enter into an agreement to implement any Acquisition Proposal.

provided however, that the foregoing in no way restricts or limits the board of directors of any of the Tuccaro Group from responding or from providing any information, either directly or through its Employees, agents or other representatives, to another party who makes an unsolicited written offer after the date hereof to the applicable Tuccaro Group if: (i) the board of directors of the applicable Tuccaro Group entity determines that the offer is a Superior Proposal; (ii) a failure to respond or provide information would, in the opinion of the board of directors of the applicable Tuccaro Group entity acting reasonably and in good faith based on the written advice of its legal counsel as reflected in the minutes of the applicable Tuccaro Group's board of directors be inconsistent with the performance by the directors of their fiduciary duties under Applicable Law; and (iii) prior to entering into discussions or negotiations with or responding to any person regarding the Acquisition Proposal, the Tuccaro Group notifies Frontier of its determination that such Acquisition Proposal constitutes a Superior Proposal. Neither the Tuccaro Group nor the Tuccaro Group's board of directors shall provide any information in accordance with this provision unless the Tuccaro Group:

(e) has provided notice to Frontier of the written offer pursuant to Section 14.3 hereof;

(f) has required the party making the written offer to execute a confidentiality agreement in favour of the Tuccaro Group on terms and conditions no less favourable than those in the Confidentiality Agreement; and

(g) provides copies of the same information or makes the same disclosure to Frontier concurrently with providing such information or making such disclosure to the party making the written offer.

14.3 The Tuccaro Group and the Vendor shall notify Frontier immediately of the receipt of any communication, whether oral or written, from any person that is related, directly or indirectly, to any proposed Acquisition Proposal. Immediately and in any event prior to 8:00 a.m. (Calgary time) on the second day following receipt of any Acquisition Proposal, the Tuccaro Group and the Vendor shall advise Frontier first orally and then in writing that an Acquisition Proposal has been offered or made (which notice in writing must identify the party proposing the Acquisition Proposal and all of the terms and conditions thereof, and which must include a complete and fulsome copy of the written form of Acquisition Proposal and which must provide an undertaking to provide to Frontier (i) any further documents relating to the terms and conditions thereof delivered by the offeror and (ii) a written document from of the Tuccaro Group's board of directors regarding the value in financial terms that the board has, in consultation with its financial advisors, determined in good faith should be ascribed to any non-cash consideration offered pursuant to such Acquisition Proposal). The Tuccaro Group shall keep Frontier informed of the status and details of all communications in respect of any proposed Acquisition Proposal and shall answer any questions of Frontier or its advisors with respect thereto.

14.4 If the Tuccaro Group receives a request for material non-public information from a person who proposes an Acquisition Proposal in respect of the Tuccaro Group (the existence and content of which have been disclosed to Frontier as set forth herein), and the Tuccaro Group's board of directors determines that such proposal is a Superior Proposal then, and only in such case, the Tuccaro Group's board of directors may, subject to the execution of a confidentiality agreement substantially similar to the Confidentiality Agreement, provide such person with access to information regarding the Tuccaro Group; provided however, that: (i) the Tuccaro Group sends a copy of any such confidentiality agreement to Frontier immediately upon its execution; (ii) the confidentiality agreement in question permits the Tuccaro Group to notify Frontier of the fact that the Tuccaro Group has received an Acquisition Proposal; and (iii) Frontier is provided with a list of, and access to, the information, if any, provided to such person that was not previously provided to Frontier;

14.5 Subject to Section 14.6, in the event that:

(a) an Acquisition Proposal has been offered or made to the holders of the Tuccaro Group Shares or the Tuccaro Group; and

(b) a failure to withdraw, modify or change any recommendation regarding the Acquisition would, in the opinion of the board of directors of the Tuccaro Group acting reasonably and in good faith based on the written advice of its legal counsel as reflected in the minutes of the board of directors of the Tuccaro Group, be inconsistent with the performance by the directors of their fiduciary duties under Applicable Law after considering all proposals of Frontier to adjust the terms and conditions of this Agreement as required under Section 14.6;

the board of directors of the Tuccaro Group may withdraw, modify or change its recommendation regarding the Acquisition and may accept, recommend, approve or enter into an agreement to implement such Acquisition Proposal, provided that:

(c) the Tuccaro Group has provided notice to Frontier of the Acquisition Proposal pursuant to Section 14.3 hereof and has complied with all of its obligations under this Agreement;

(d) the Tuccaro Group has given Frontier at least 72 hours advance notice of any action to be taken by the board of directors of the Tuccaro Group in respect of the Acquisition Proposal including, without limitation, to (A) withdraw, modify or change any recommendation regarding the Acquisition, (B) accept, recommend, approve or enter into an agreement to implement the Acquisition Proposal or (C) make any announcement in respect of the Acquisition Proposal;

(e) the board of directors of the Tuccaro Group does not, during the 72 hours period contemplated by subsection 14.5(c), take any such action or release the party making the Acquisition Proposal from any standstill or confidentiality obligation with respect to the Tuccaro Group or the Tuccaro Group Shares;

(f) the board of directors of the Tuccaro Group determines the Acquisition Proposal is a Superior Proposal; and

(g) the Tuccaro Group complies with all other applicable obligations under this Agreement, including, without limitation, its obligations set forth in Section 14.9 hereof.

14.6 Notwithstanding the provisions of Section 14.5, during the 72 hour period contemplated by subsection 14.5(c), the Vendor and the Tuccaro Group shall, and shall cause its respective financial and legal advisors to, negotiate in good faith with Frontier to make such adjustments in the terms and conditions of this Agreement as would enable the Vendor and the Tuccaro Group to proceed with this Agreement as amended, rather than the Acquisition Proposal. If during such 72 hour period Frontier proposes to amend this Agreement to provide for such proposed transaction ceasing to be a Superior Proposal:

(a) the board of directors of the Tuccaro Group may not, during that 72 hour period, withdraw, modify or change any recommendation regarding the Acquisition or accept, recommend, approve or enter into an agreement to implement such Acquisition Proposal;

(b) the Tuccaro Group and Frontier shall enter into a written agreement to so amend this Agreement; and

(c) thereafter the Tuccaro Group shall be entitled to inform the party making the Acquisition Proposal of the amendment to this Agreement and of any determinations by the board of directors of the Tuccaro Group and the reasons therefore in respect of such proposed transaction ceasing to be a Superior Proposal.

14.7 The Tuccaro Group acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of the requirement under Section 14.6 to initiate an additional 72 hour notice period.

14.8 The Tuccaro Group shall each ensure that the Employees of the Tuccaro Group and any investment bankers or other advisers or representatives retained by the Tuccaro Group are aware of the provisions of Sections 14.1 and 14.2 and the Tuccaro Group shall be responsible for any breach of Sections 14.1 and 14.2 by their respective investment bankers, advisors or representatives.

Tuccaro Group Termination Fee

14.9 If at any time after the date of this Agreement but prior to its termination in accordance with its terms:

(a) the board of directors of any of the Tuccaro Group entities:

(i) fails to make any of its required recommendations, approvals, resolutions or determinations referred to in this Agreement;

(ii) withdraws, modifies or changes any of such recommendations, approvals, resolutions or determinations in a manner adverse to the Tuccaro Group or shall have resolved to do so;

(iii) fails to promptly reaffirm any of such recommendations, approvals, resolutions or determinations within 24 hours following an Acquisition Proposal being publicly announced or, in the case of a Superior Proposal, by the end of the 72 hour period referred to in subsection 14.5(d); or

(iv) recommends that holders of any Tuccaro Group Shares deposit any Tuccaro Group Shares under, vote in favour of, or otherwise accept, an Acquisition Proposal;

(b) any member of the Tuccaro Group approves or enters into an agreement with any person to implement a Superior Proposal;

(c) an Acquisition Proposal is made and the Vendor does not approve the Acquisition as contemplated in this Agreement and the Acquisition Proposal or any other Acquisition Proposal is consummated within six (6) months of the date of the Acquisition Proposal is made;

(d) any of the Tuccaro Group entities or the Vendor is in material breach of its non-solicitation covenant referred to in Section 14.1 hereof;

(each of the above being a "**Tuccaro Group Termination Fee Event**") then, in the event of the termination of this Agreement pursuant to its terms, the Tuccaro Group shall pay to Frontier $3,000,000 (the "**Tuccaro Group Termination Fee**") as liquidated damages in respect of a Tuccaro Group Termination Fee Event. The Tuccaro Group Termination Fee shall be paid by the Tuccaro Group to Frontier in immediately available funds to an account designated by Frontier within one business day after the occurrence of the Tuccaro Group Termination Fee Event. Following a Tuccaro Group Termination Fee Event but prior to payment of the Tuccaro Group Termination Fee, Frontier shall be deemed to hold such payment in trust for the Tuccaro Group. The Tuccaro Group shall only be obligated to pay one Tuccaro Group Termination Fee pursuant to this Section 14.9.

Tuccaro Group Acknowledgment of Liquidated Damages

14.10 The Tuccaro Group acknowledges that the Tuccaro Group Termination Fee set out in Section 14.9 is a payment of liquidated damages which are a genuine pre-estimate of the damages which Frontier will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty. The Tuccaro Group irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. Nothing herein shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or the Confidentiality Agreement or otherwise to obtain specific performance of any of such act, covenants or agreements, without the necessity of posting bond or security in connection therewith.

Frontier Termination Fee

14.11 If at any time after the date of this Agreement but prior to its termination in accordance with its terms (each of the following being a "**Frontier Termination Fee Event**"):

(a) Frontier is not able to complete the Offering within four (4) months from the date hereof; or

(b) all of (i) the mutual conditions to closing the Acquisition; and (ii) the conditions for the benefit of Frontier to closing the Acquisition have been fulfilled, but Frontier does not complete the Acquisition after written request by the Tuccaro Group to do so;

then Frontier will pay to the Tuccaro Group, up to a maximum of $250,000 (the "**Frontier Termination Fee**") to cover the audit fees and expenses incurred by the Tuccaro Group. The amount of the Deposits paid by Frontier to the Tuccaro Group pursuant to Section 2.5 shall be deducted from the amount to be paid pursuant to this Section 14.11. The Frontier Termination Fee shall be paid by Frontier to the Tuccaro Group in immediately available funds to an account designated by the Tuccaro Group within one business day after the occurrence of the Frontier Termination Fee Event. Following a Frontier Termination Fee Event but prior to payment of the Frontier Termination Fee, the Tuccaro Group shall be deemed to hold such payment in trust for Frontier. The Tuccaro Group shall only be obligated to pay one Frontier Termination Fee pursuant to this Section 14.11.

ARTICLE 15
EXPENSES

Professional Fees

15.1 Each Party to this Agreement shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and all documents and instruments executed or delivered pursuant to this Agreement, as well as any other fees, costs and expenses incurred, unless otherwise specifically set out in this Agreement.

ARTICLE 16
GENERAL

Public Announcement

16.1 Immediately after the execution of this Agreement, the Tuccaro Group and Frontier shall issue a joint public announcement, announcing the entering into of this Agreement, which announcement shall address all matters required by the policies of the TSXV and applicable Laws and shall be in form and substance acceptable to each of them, acting in a commercially reasonable manner. No Party shall issue any news release or public statements inconsistent with such public announcement.

Independent Legal Advice

16.2 Each of the Parties acknowledges having been encouraged to seek and has had the opportunity to obtain independent legal advice with respect to the terms of this Agreement.

Standstill

16.3 From the date hereof and until the earlier of the Closing Date or the termination of this Agreement, Frontier will not, directly or indirectly, initiate, discuss or negotiate with any other corporation, firm or person, or entertain, solicit or consider any inquiries or proposals relating to any possible business combination, disposition of all or substantially all of Frontier's assets, or shares or other equity interests or furnish to any such entity or person any information in connection therewith, except in connection with the transactions contemplated in this Agreement and in particular the Offering.

Entire Agreement

16.4 This Agreement constitutes the entire agreement among the Parties hereto and supersedes all prior agreements, letters of intent, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the Parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth or referenced in this Agreement or in the schedules, documents and instruments to be delivered on the Closing Date pursuant to this Agreement. The Parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the schedules, documents and instruments to be delivered on the Closing Date, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth or referenced in this Agreement or in such schedules, documents or instruments.

Further Assurances

16.5 Each of the Parties hereto will from time to time after the Closing Date at the other's request and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the other may reasonably require to give effect to any matter provided for herein.

Commercially Reasonable Efforts

16.6 For purposes of this Agreement, the obligation to use "commercially reasonable efforts" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

Severability

16.7 If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by Law.

Applicable Law

16.8 This 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.

Governing Language

16.9 This Agreement is drawn up in the English language. This Agreement may be translated into any language other than English provided however that the English text shall in any event prevail.

Attornment

16.10 The Parties hereby irrevocably and unconditionally consent to and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such applicable courts, as the case may be, that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

Successors and Assigns

16.11 This Agreement shall accrue to the benefit of and be binding upon each of the Parties hereto and their respective heirs, executors, administrators and assigns, provided that this Agreement shall not be assigned or transferred by any one of the Parties without the prior written consent of the other Party.

Time of Essence

16.12 Time shall be of the essence hereof.

Notices

16.13 Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed as follows:

in the case of notice to Frontier:

Frontier Acquisition Corp.
1400, 700 – 2nd Street S.W.
Calgary, Alberta, Canada
T2Y 4V5

Attention: Mr. Brad Creswell
Telephone: (206) 689-5685
Facsimile: (206) 204-1710
Email: BCreswell@nwcap.com

with a copy to:

Bennett Jones LLP
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Juliamai Giffen
Fax: (403) 298-8149

in the case of notice to Tuccaro Group:

Tuccaro Inc.
Gregoire Lake Reserve #176
Plan 1715 RSA
Section 10
Township 86
Range 8
W4M
Lot 15 and Lot 17
mail : Box 5570
Fort McMurray, Alberta, Canada
T9H 3G5
Attention: Mr. Dave Tuccaro

with a copy to:

Mr. David Tuccaro
Westbank First Nation Reserve, 2095 Manuel Road
Kelowna, British Columbia, Canada
V1Z 2Z2

Attention: Mr. Dave Tuccaro
Telephone: (250) 769-4778
Facsimile: (250) 769-5014
Email: dgtuccaro@tuccaroinc.com

with a copy to:

Georges R. Brosseau/Miller Thomson LLP
c/o Brosseau & Associates
1955, 10155 – 102 Street N.W.
Edmonton, Alberta T5J 4G8

Attention: Messrs. Georges R. Brosseau and Joseph W. Yurkovich
Fax: (780) 424-4616

in the case of notice to the Vendor:

Mr. David Tuccaro
Westbank First Nation Reserve, 2095 Manuel Road
Kelowna, British Columbia, Canada
V1Z 2Z2

Attention: Mr. Dave Tuccaro
Telephone: (250) 769-4778
Facsimile: (250) 769-5014
Email: dgtuccaro@tuccaroinc.com

with a copy to:

Georges R. Brosseau/Miller Thomson LLP
c/o Brosseau & Associates
1955, 10155 – 102 Street N.W.
Edmonton, Alberta T5J 4G8

Attention: Messrs. Georges R. Brosseau and Joseph W. Yurkovich
Fax: (780) 424-4616

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

(a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and

(c) if sent by facsimile machine, be deemed to have been given, sent, delivered and received on the date the sender receives the facsimile machine answer back confirming receipt by the recipient.

Waiver

16.14 Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, unless otherwise provided, waive any term or condition hereof at any time on or prior to the Closing Date, provided however that such waiver shall be evidenced by written instrument duly executed on behalf of such Party.

Amendments

16.15 No amendment, modification or supplement to this Agreement shall be effective unless provided in writing and signed by all the Parties hereto and approved by all necessary governmental regulatory authorities.

Remedies Cumulative

16.16 The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

Counterparts

16.17 This Agreement may be executed in several counterparts (by original or facsimile signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the Parties, shall constitute a valid and enforceable agreement among the Parties.

Execution on Reserve

16.18 The Parties acknowledge that:

(a) the Vendor shall not execute this Agreement until such time as he is in receipt of fully executed and delivered original or facsimile counterparts of this Agreement from Frontier:

(b) the Vendor and the Tuccaro Group will only execute this Agreement when the Vendor is physically present at the registered office of the Tuccaro Group Entities, located on the Gregoire Lake Reserve #176 of the Fort McMurray No. 468 First Nation;

(c) this Agreement is only effective and binding on the Parties after the Vendor, as the last signing party, has duly executed and delivered this Agreement to Frontier; and

(d) each of the acceptance of this Agreement by the Vendor and the situs of the formation of this Agreement is, and is deemed to be, for all purposes, to have occurred and transpired only on/at the Gregoire Lake Reserve #176.

[*Remainder of this page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF this Share Exchange Agreement has been executed by the Parties hereto as of the date first above written.

FRONTIER ACQUISITION CORP.

Per: (signed) "*Brad Creswell*"
Bradford N. Creswell
President and Director

TUCCARO INC.

Per: (signed) "*Dave Tuccaro*"
Dave Tuccaro
President and Chief Executive Officer

NEEGAN DEVELOPMENT CORPORATION LTD.

Per: (signed) "*Dave Tuccaro*"
Dave Tuccaro
President and Chief Executive Officer

TUC'S CONTRACTING LTD.

Per: (signed) "*Dave Tuccaro*"
Dave Tuccaro
President and Chief Executive Officer

NEEGAN TECHNICAL SERVICES LTD.

Per: (signed) "*Dave Tuccaro*"
Dave Tuccaro
President and Chief Executive Officer

WATER PURE & SIMPLE (FORT MCMURRAY) LTD.

Per: (signed) "*Dave Tuccaro*"
Dave Tuccaro
President and Chief Executive Officer

SIGNED, SEALED AND DELIVERED
In the presence of:

	)	
(signed) "*Theresa Tuccaro*"	)	(signed) "*Dave Tuccaro*"
Witness	)	**Dave Tuccaro**

SCHEDULE "A"

TUCCARO GROUP SHARES

1. TUCCARO INC.

Name and Residential Address of Shareholder	Number of Tuccaro Shares Held
Dave Tuccaro Westbank First Nation Reserve, 2095 Manuel Road Kelowna, British Columbia, Canada, V1Z 2Z2	100 Class "A" Shares

2. NEEGAN DEVELOPMENT CORPORATION LTD.

Name and Residential Address of Shareholder	Number of Neegan Development Corporation Ltd. Shares Held
Dave Tuccaro Westbank First Nation Reserve, 2095 Manuel Road Kelowna, British Columbia, Canada, V1Z 2Z2	800 Class "A" Shares
Dave Tuccaro Westbank First Nation Reserve, 2095 Manuel Road Kelowna, British Columbia, Canada, V1Z 2Z2	1,000 Class "B" Shares

3. TUC'S CONTRACTING LTD.

Name and Residential Address of Shareholder	Number of Tuc's Contracting Ltd. Shares Held
Dave Tuccaro Westbank First Nation Reserve, 2095 Manuel Road Kelowna, British Columbia, Canada, V1Z 2Z2	180,001 Class "A" Shares

4. NEEGAN TECHNICAL SERVICES LTD.

Name and Residential Address of Shareholder	Number of Neegan Technical Services Ltd. Shares Held
Dave Tuccaro Westbank First Nation Reserve, 2095 Manuel Road Kelowna, British Columbia, Canada, V1Z 2Z2	265,100 Class "A" Shares

5. WATER PURE & SIMPLE (FORT MCMURRAY) LTD.

Name and Residential Address of Shareholder	Number of Water Pure & Simple (Fort McMurray) Ltd. Shares Held
Dave Tuccaro Westbank First Nation Reserve, 2095 Manuel Road Kelowna, British Columbia, Canada, V1Z 2Z2	100 Class "A" Shares

AFFIDAVIT OF EXECUTION

CANADA	I, ________________________________
PROVINCE OF ALBERTA	Of the City of ______________________
TO WIT:	in the Province of Alberta
	MAKE OATH AND SAY THAT:

1. I was personally present and did see DAVID TUCCARO named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed on the Gregoire Lake Reserve #176, in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said person and he is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of ______________________________, in the Province of Alberta, this ____ day of August, 2012.	
______________________________________	______________________________________
A COMMISSIONER FOR OATHS in and for the Province of Alberta	(witness)