

RESTRUCTURING IMPLEMENTATION AGREEMENT

THIS AGREEMENT made effective this 1st day of October, 2020

AMONG:

EMR Capital Investment (No. 5B) Pte Ltd.

(“EMR”)

-and-

Crystal Peak Minerals Inc.

(the “Company”)

-and-

Peak Minerals Inc.

(“Peak Minerals”)

WHEREAS:

- A. Pursuant to a convertible loan agreement dated July 19, 2018 between EMR, as lender, and the Company, as borrower, EMR advanced \$10.0 million (the “**Initial Principal Amount**”) to the Company. The Initial Principal Amount plus all interest accrued and owing, plus a further principal amount of \$2.0 million, was refinanced (the “**Loan**”) pursuant to a convertible loan agreement dated January 10, 2020 between EMR, as lender, and the Company, as borrower (the “**Loan Agreement**”).
- B. Pursuant to the terms of the Loan Agreement, the Company has granted in favour of EMR a security interest in all of the Company’s present and after acquired property, (the “**Company Assets**”) including, but not limited to, a pledge of all issued and outstanding shares in the capital of Peak Minerals, being the Subsidiary Shares (as defined herein).
- C. Peak Minerals has provided a guarantee of the Loan in favour of EMR and has granted in favour of EMR a security interest in all of Peak Minerals’ present and after acquired property, including the Operating Asset.
- D. The Company has provided notice to EMR that it is in Default of the Loan Agreement.
- E. Despite the Company’s efforts to obtain alternative financing or other transactions it has been unable to achieve another option for the Company and it anticipates that it will not be able to remedy the Default in accordance with the terms of the Loan Agreement.

- F. As a result of the Default, EMR intends to immediately issue to the Company the Enforcement Notices (as defined herein).
- G. The Company, Peak Minerals and EMR have agreed that it is in the best of interests of the Company to enter into this agreement to set out the terms by which the Loan obligations will be fully and finally satisfied.

NOW THEREFORE in consideration of the premises and the agreements hereinafter set forth and for other good and valuable consideration (the receipt of which are hereby acknowledged), the parties agree as follows:

1. Definitions

- 1.1 When used in this Agreement (including the recitals) or in any amendment hereto, the defined terms shall have the meaning assigned to them herein. In this Agreement:
 - (a) “**BIA**” means the *Bankruptcy and Insolvency Act* (Canada);
 - (b) “**Claims**” means any and all actions, manner of actions, causes of action, proceedings, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, obligations, costs, expenses, liens, covenants, contracts, indemnities, entitlements, agreements, promises, variances, damages, judgments, executions, claims, and demands, of every nature and kind whatsoever or howsoever arising, whether now known or unknown, foreseen or unforeseen, suspected or unsuspected, in law or in equity, in contract or in tort;
 - (c) “**Completed STP**” has the meaning given thereto in Section 3.3;
 - (d) “**Default**” means a breach by the Company of a term in the Loan Agreement, including, for certainty, the covenant requiring a minimum cash balance in the bank accounts of the Company;
 - (e) “**Defend**” includes to defend, dispute, counter-claim and appeal any Claim;
 - (f) “**EMR Nominee Directors**” means a director of the Company nominated by EMR pursuant to the Relationship Agreement;
 - (g) “**Enforcement Action**” means the foreclosure on the Subsidiary Shares by EMR in accordance with section 65 of the PPSA;
 - (h) “**Enforcement Notices**” has the meaning given thereto in Section 3.1;
 - (i) “**Operating Asset**” means the speciality fertilizer project on the Sevier Playa in Millard County, Utah;
 - (j) “**PPSA**” means the *Personal Property Security Act* (Ontario);

- (k) **“Relationship Agreement”** means the Relationship Agreement dated May 29, 2015 between the Company and EMR;
- (l) **“Subsidiary Shares”** means all of the issued and outstanding capital of Peak Minerals which is comprised of 43,951 shares in the common stock of Peak Minerals issued to Crystal Peak Minerals Inc. represented by share certificate Number 009; and
- (m) **“Tax”** or **“Taxes”** means, in relation to any person, any and all taxes, whether or not referred to as taxes, (including any and all fines, interest and penalties in respect thereof) of any nature imposed, levied, withheld or assessed on or with respect to the income, profits, gross receipts, sales, capital, assets, real property, personal property, production, employees, payroll, benefit payments, purchases, payments, receipts or gains of such person (including, without limitation, any federal, provincial or state income, franchise or sales taxes, corporation capital tax, customs or excise duties or municipal license fees, withholding tax and any taxes and other deductions required to be paid or withheld from any payment made to any person) by Canada or any province thereof, the United States of America or any political subdivision or taxing authority thereof or therein, or by any other country or any political subdivision or taxing authority thereof or therein.

1.2 All dollar amounts in this Agreement are expressed in the currency of the United States of America.

2. **Anticipatory Matters**

2.1 Each of the Company and Peak Minerals represent and warrant to EMR that as of the date hereof:

- (a) Attached hereto as Schedule A is a summary of material assets, debts and liabilities of or relating to Peak Minerals.
- (b) Attached hereto as Schedule B is a summary of material assets, debts and liabilities of or relating to the Company (other than the Loan).

2.2 If the Enforcement Action is commenced, each of the Company and Peak Minerals covenants and agrees with EMR that neither the Company nor Peak Minerals, will make any changes to its debts, liabilities, obligations or assets without EMR’s prior written consent until the completion of the Enforcement Action.

3. **Voluntary Foreclosure**

3.1 EMR intends to immediately issue to the Company:

- (a) a notice of intention to enforce security pursuant to section 244 of the BIA; and

(b) a notice of acceptance of collateral in respect of the Subsidiary Shares pursuant to section 65(2) of the PPSA,

(together, the “**Enforcement Notices**”).

- 3.2 Immediately prior to the completion of the Enforcement Action, and subject to completion of the Enforcement Action, EMR waive and fully releases the Company with respect to its entitlement to outstanding accrued but unpaid interest pursuant to the Loan; and
- 3.3 Unless the Company repays all amounts owing under the Loan Agreement in full, upon the Enforcement Action becoming effective EMR will deliver to the Company and Peak Minerals a completed Stock Transfer Power of Attorney (which EMR currently holds in blank) (the “**Completed STP**”) indicating the EMR affiliate to which the Subsidiary Shares will be transferred.
- 3.4 The Company will not object to EMR’s enforcement of security in full satisfaction of the principal amounts outstanding under the Loan in accordance with the Enforcement Notices and will cooperate with EMR by applying to the US Internal Revenue Service for a nil withholding tax certificate (pursuant to U.S. Treasury Regulations Section 1.1445-6(c)) in respect of the transfer of the Subsidiary Shares and issue a notice to EMR confirming the application has been submitted (“**WHT Notice**”).
- 3.5 Pursuant to the Loan Agreement, the Company will pay EMR’s reasonable and documented legal fees associated with the Enforcement Action, subject to a maximum amount of \$30,000, exclusive of disbursements and applicable taxes.
- 3.6 Upon receipt of the Completed STP and issuance of the WHT Notice, Peak Minerals will:
 - (a) update its share register to reflect ownership by the relevant EMR affiliate of the Subsidiary Shares; and
 - (b) issue an updated share certificate reflecting the new ownership of the Subsidiary Shares.
- 3.7 Effective upon delivery of the Completed STP, EMR and its affiliates hereby unconditionally and irrevocably releases, waives and forever discharges the Company and its directors, officers, employees and agents of and from any and all Claims, which EMR ever had, now has, or hereafter can, will, or may have against the Company and/or its directors, officers, employees and agents for, upon, or by reason of any matter, cause, or thing whatsoever, including but not limited to, any Claims arising out of or relating to or in connection with the Loan and Loan Agreement.
- 3.8 Each of the Company and Peak Minerals will at all times do all such things and provide all such assurances as may be reasonably required to consummate the transactions contemplated by this Agreement, and will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.

4. Employment Matters

- 4.1 Following the Enforcement Action, the costs and obligations associated with the officers and employees of Peak Minerals shall continue and remain obligations of Peak Minerals.

5. Management of the Company Following the Enforcement Action

- 5.1 Immediately following the delivery of the Completed STP, EMR shall:

- (a) Not disclaim any outstanding liabilities or obligations owing or incurred by Peak Minerals prior to the Enforcement Action;
- (b) Ensure all cash currently within the Company is retained for the benefit of the Company, subject to Section 3.5;
- (c) Surrender 120,000,000 common shares in the capital of the Company held by EMR for cancellation;
- (d) Cooperate, in a commercially reasonable manner, with the directors of the Company in searching for suitable potential assets for the Company to acquire;
- (e) Use commercially reasonable efforts to renegotiate the production fee agreement between Extract Capital Master Fund Ltd, Delaware Street Capital Master Fund, L.P., the Company and Peak Minerals to remove the Company as a party from that agreement and ensure that it has no further liabilities or obligations thereunder. To the extent that the Company cannot be removed from that agreement, Peak Minerals shall indemnify the Company for any and all liabilities and obligations thereunder;
- (f) Together with the Company, terminate the Relationship Agreement or, to the extent the Relationship Agreement has already expired in accordance with its terms, confirm in writing such expiration; and
- (g) Direct the resignation of two (2) EMR Nominee Directors, being Don Carroll and Rod Lyle, resulting in the board of directors of the Company to be comprised of Herbert Scruggs, De Lyle Bloomquist, Dan Basse and one (1) EMR Nominee Director – being Rob Curtis.

- 5.2 All listing compliance, financial reporting and other governance obligations of the Company shall be managed by the Peak Minerals Inc. team on a cost re-imbursement basis for any external costs until a reverse takeover or other similar transaction occurs or the Company finds replacement officers.

- 5.3 The positions of Chief Executive Officer of the Company and Chief Financial Officer of the Company will be held by Dean Pekeski and Blake Measom respectively until a reverse takeover or other similar transaction occurs, either resign from such position, or the Company finds replacement officers.

6. Confidentiality

The existence of this Agreement and the terms contained herein, as well as any discussions among EMR and the Company, shall be kept confidential by EMR and the Company and their respective advisors. Notwithstanding the foregoing, EMR or the Company may disclose information (a) as required by court order or other lawful process, but only if and to the extent that disclosure is required, (b) to the extent necessary to enforce this Agreement, or (c) to the extent that disclosure is required in order to meet continuous disclosure obligations under applicable securities laws or good practice investor relations, the requirements of any stock exchange or similar body.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

8. Enurement

This agreement shall be binding on and enure to the benefit the parties hereto and their respective successors and assigns.

9. Severability

Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Loan Agreement had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

10. Amendments in Writing

No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated herein, nor any consent to any departure by a party to any of the terms thereof shall in any event be effective unless it shall be in writing and signed by the party affected, and then the waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

11. Time of the Essence

Time shall be of the essence of this Agreement.

12. Entire Agreement

This Agreement constitutes the entire agreement among the parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of it.

13. Counterparts, Electronic Execution

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Any party hereto may deliver an executed signature page to this Agreement by electronic transmission or by DocuSign and such delivery will be as effective as delivery of a manually executed copy of this Agreement by such party.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first written above:

EMR CAPITAL INVESTMENT (NO. 5B) PTE LTD.

CRYSTAL PEAK MINERALS INC.

By: “Lee Thau Khon David”
Name: Lee Thau Khon David
Title: Director

By: “Blake Measom”
Name: Blake Measom
Title: CFO

PEAK MINERALS INC.

By: “Woods Silleroy”
Name: Woods Silleroy
Title: Corporate Secretary

Schedule A

Peak Minerals Summary

Redacted – commercially sensitive

Schedule B

Company Summary

Redacted – commercially sensitive