

COURT FILE NUMBER 25-3009380 / B301 009380

COURT COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
RSC 1985, C B-3 AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF ATHABASCA MINERALS INC., AMI SILICA INC.,
AMI AGGREGATES INC., AMI ROCKCHAIN INC., TERRASHIFT
ENGINEERING LTD., 2132561 ALBERTA LTD., and 2140534
ALBERTA LTD.

APPLICANTS ATHABASCA MINERALS INC., AMI SILICA INC., AMI
AGGREGATES INC., AMI ROCKCHAIN INC., TERRASHIFT
ENGINEERING LTD., 2132561 ALBERTA LTD., and 2140534
ALBERTA LTD.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Field LLP
400 – 444 – 7 Avenue SW
Calgary AB T2P 0X8
Lawyer: Douglas Nishimura
Phone Number: (403) 260-8500
Fax Number: (403) 264-7084
Email Address: dnishimura@fieldlaw.com
File No. 77794-5

AFFIDAVIT OF TODD ERICKSON
(Sworn February 29, 2024)

I, Todd Erickson of the City of Denver, in the State of Colorado, MAKE OATH AND SAY THAT:

1. I am the Corporate Development Officer with JMAC Resources Inc., a subsidiary of JMAC Energy Services, LLC ("**JMAC**"). JMAC is a contracting counter-party and first secured creditor of Athabasca Minerals Inc. ("**AMI**") as well as being a secured creditor of several of AMI's

subsidiaries. As such, I have personal knowledge of the facts deposed to hearing in which case I believe the same to be true.

2. This Affidavit is supplemental to my previous affidavit December 8, 2023. As such, capitalized terms shall have the same meaning as in that Affidavit unless otherwise defined herein.
3. JMAC has, at all times, maintained that its ROFR set forth in the Operating Agreement has effect in both an asset and a share sale with respect to AMI including in the proposal proceedings presently underway under the BIA. JMAC set forth its position in a letter by its counsel dated January 23, 2024, a copy of which is attached hereto and marked as **Exhibit "A"**. For completeness, the response by AMI counsel dated January 25, 2024, is attached hereto and marked as **Exhibit "B"**. This correspondence was included in the data room for AMI to ensure potential buyers were aware of JMAC's position.
4. JMAC's Counsel also took steps to ensure that the sales and investment sales solicitation process (the "**SISP**") and the Order granted December 12, 2023, both reflected JMAC's position. JMAC has never waived its ability to rely on its ROFR.
5. Following an auction under the SISP on Friday, February 12, 2024, counsel for AMI inquired as to JMAC's intentions with respect to the ROFR. Attached hereto and marked as **Exhibit "C"**, is a copy of the email from Jessica Cameron of Faskens LLP, counsel to AMI. With respect to that email, JMAC disagrees with the analysis contained therein and this will be the subject of the within Application and legal action in the United States. On a factual basis, however, the email erroneously states that JMAC's principal John McCreary had indicated that JMAC would not be relying on its ROFR rights. I have been advised by John McCreary and do verily believe, that no such conversation or discussion ever took place.
6. On February 14, 2024, counsel for JMAC wrote to counsel for AMI indicating, *inter alia*, JMAC was still relying on its ROFR rights, would be initiating legal proceedings in North Dakota, since the Operating Agreement is governed by the laws of that State. JMAC further advised that it would be seeking relief in the within proceedings to preserve JMAC'S position pending resolution of that action. Attached hereto and marked as **Exhibit "D"**, is a copy of the February 14, 2024, letter.

7. On February 15, 2024, counsel for JMAC wrote to all counsel indicating that JMAC intended to bring an application seeking to set aside, or in the alternative to stay, the sale of AMI's shares to Badger Mining Corporation. JMAC's counsel further advised of its expectation that AMI will not share any confidential information regarding AMIS with Badger pursuant to AMI's contractual and fiduciary obligations to keep certain information confidential. Attached hereto and marked as **Exhibit "E"**, is a copy of the February 15, 2024, letter.
8. On February 15, 2024, AMI's counsel responded to JMAC's counsel's February 14 and 15, 2024 letters advising that AMI intended to proceed with its application to approve the transaction with Badger Mining Corporation. Further, AMI's counsel advised on their position with respect to the application of the ROFR rights of JMAC. Attached hereto and marked as **Exhibit "F"**, is a copy of the February 15, 2024, response letter from AMI's counsel.
9. The intention of JMAC in obtaining the ROFR rights as well as numerous other provisions in the Operating Agreement was to preserve JMAC's ability to carry on business with a trusted business partner and to recognize JMAC's financial support of Athabasca in acquiring its rights in AMIS. Accordingly, the Operating Agreement contains ROFR rights which enable JMAC to essentially "veto" any transfer of AMI's interest as well as provisions limiting control of management of AMIS in the event AMI's interest was sold or otherwise transferred. The refusal of AMI to honor the ROFR and to enter into the transaction with Badger Mining Corporation ("**Badger**"), which is one of AMIS' main competitors, leads to a number of issues relating to conflicts, competition and oppression. JMAC is concerned that Badger will tie up the management and operations of AMIS such that it cannot carry on business, leaving the field open for Badger's other silica companies and holdings to occupy that space.
10. As the issues concerning the effectiveness of the ROFR in a sale of AMI shares are to be interpreted under the laws of North Dakota, legal proceedings have been commenced in the Federal Court in that State. Attached hereto and marked as **Exhibit "G"** are copies of the Summons, Civil Cover Sheet, and Complaint in the United States District Court – District of North Dakota. I adopt the facts set out in those documents as if set out in full in this Affidavit.
11. In order to preserve JMAC's rights, JMAC is requesting that the sale of AMI shares to Badger be set aside or stayed pending resolution of the United States action. JMAC is willing to consider

interim measures to protect the interests of creditors and shareholders. The ROFR, if recognized, would permit JMAC to match Badger's accepted offer (which would be Badger's "superior bid") in the SISP. Badger is prepared to permit funds to be transferred, either by JMAC or Badger in that amount which funds could then be distributed or held pending a distribution process. It is JMAC's understanding that this amount will satisfy all creditors, leaving the only issue being whether further amounts are payable by Badger under its transaction, or whether JMAC can match the initial quote superior offer.

- 12. On February 27, 2024, counsel for JMAC wrote to all counsel attaching copies of the documents filed in the United States District Court – District of North Dakota, specifically the Complaint, Exhibit 1, the Civil Cover Sheet, and Summons. Attached as **Exhibit "H"** is a copy of the February 27, 2024, letter.
- 13. On February 28, 2024, AMI's counsel responded to JMAC's counsel's 27, 2024 letter advising that AMI's US counsel, Zachary Pellam, would be in touch with JMAC's US counsel, Hugh Brown, regarding JMAC's counsel's request to accept service. Further, AMI's counsel advised that they did not have instructions to accept service. Attached as **Exhibit "I"** is a copy of the February 28, 2024, email response from AMI's counsel.
- 14. JMAC, as secured creditor in these proceedings, and as an unsecured creditor for other amounts, is aware of the needs to AMI's creditors to have their status resolved. Accordingly, JMAC is prepared to agree to interim measures to proceed with a claims process and if necessary, reasonable interim payment arrangements following such a process. JMAC is further prepared to provide additional interim financing on the same basis as the current arrangements. Finally, JMAC will undertake to pay any damages found by the Court to have accrued to AMI as a result of any stay granted should JMAC fail in the US Proceedings.

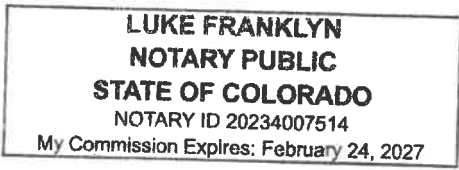
SWORN BEFORE ME at the City of ~~Black River~~ Falls, in the State of Wisconsin, this 29th day of February, 2024.

depute TR LF


TODD ERICKSON


A Notary Public in and for the State of Wisconsin

Colorado TR LF



**THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT
OF TODD ERICKSON.**

**SWORN BEFORE ME THIS 29TH DAY OF
FEBRUARY, 2024.**

**LUKE FRANKLYN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007514**

My Commission Expires: February 24, 2027

January 23, 2024



VIA EMAIL

A Notary Public in and for the State of Wisconsin

Colorado SELF

Fasken Martineau DuMoulin LLP
3400, 350 - 7 Avenue SW
Calgary, AB T2P 3N9

Bennett Jones LLP
4500, 855 2 Street S.W.
Calgary, AB T2P 4K7

Attention: Robyn Gurofsky / Jessica Cameron

Attention: Michael Selnes

**Re: In the Matter of the Notice of Intention to Make a Proposal of Athabasca Minerals Inc.
("Athabasca") et al
Court of King's Bench File No.: B301 009380**

As you are aware, we are counsel for JMAC Energy Services Inc. ("JMAC"). As previously discussed, and pursuant to the court order granted on December 12, 2023, authorizing the Sales Investment Solicitation Process ("SISP") and our client's status as stalking horse bidder, JMAC's rights with respect to its contractual right of first refusal ("ROFR") over the shares of AMI Silica LLC ("AMIS") held by Athabasca have been expressly preserved.

The following is presented to advise Athabasca and the Proposal Trustee of JMAC's legal position as a result of the preservation of rights. JMAC does intend to participate in the SISP and any auction process that may result in the course thereof. However, such participation must not be construed as a waiver of JMAC's ROFR rights or in any way an acknowledgment that the SISP and any other sales process in this matter somehow supersede or eclipse those rights. We further believe that potential bidders should be made aware of this position.

Our client's position is that the AMIS Operating Agreement provides for the ROFR upon the presentation of any third party's *bona fide* offer either for the membership interest of AMIS or the shares of Athabasca, the latter being the 50% owner of all of the membership interest of AMIS, which is governed by US law.

US courts, who have interpreted ROFR provisions such as the one in question have consistently held that a party in the position of Athabasca cannot avoid ROFR requirements by selling the parent company in its entirety rather than just the parent's interested in a subsidiary entity. See *Oregon RSA No. 6 Inc. v. Castle Rock Cellular of Oregon Ltd. Partnership*, 840 F Supp. 770, 7726 (D. Or. 1993), affirmed, 76 F. 3d 1003 (9th Cir. 1996); *Casco Tel. Co. v. Lakefield Commun., Inc.*, 532 N.W. 2d 470 (Wis. App. 1995); *EIG Glob. Energy Partners, LLC v. TCW Asset Mgt. Co.*, CV 12-7173 CAS MANX, 2012 WL 5990113, at *6-7 (C.D. Cal. Nov. 30, 2012); *Re: Asian Yard Partners*, 95-333-PJW, 1995 WL 1781675 (Bankr. D. Del. Sept. 18, 1995); *H-B-S Partn. v. Aircoa Hosp. Services, Inc.*, 114 P. 3d 306, 314 (N.M. App. 2005).



As in the cases cited above, sale of Athabasca or its assets both trigger the ROFR provision, as the parties evidenced a clear intent that third parties would not be permitted to become members and participate in governance of AMIS without unanimous approval of the other party. Further, a sale of shares of Athabasca without affording JMAC its ROFR would defeat this intent.

As previously noted, a transfer of Athabasca's membership interest in AMIS accomplished through a sale of Athabasca would also trigger the restrictions on transferring participation in AMIS' governance under section 11.037(a) of the Operating Agreement.

We are advised by JMAC's US counsel that pursuant to the ROFR provisions, on receipt of a third party offer, Athabasca is obliged to advise JMAC of the substance of the offer and afford JMAC an opportunity to match the same. Therefore, it is our client's position that the ROFR has already been triggered by virtue of the offer to purchase apparently submitted by Badger Mining Corporation prior to the institution of the SISP. Our client's further position is that any bid in the SISP will constitute a further obligation on Athabasca's part to disclose the offer to JMAC and afford JMAC an opportunity to match the offer. Finally, any subsequent bids in an auction process (by parties other than JMAC) will constitute similar triggers for JMAC'S ROFR rights.

The result of the foregoing, it is JMAC's position that steps to retain and set aside the payment exceeding the amount to which the ROFR would apply should be taken, and we are happy to discuss such options which would thereby preserve JMAC's ability to argue its position if necessary.

Again, it is our client's intention to cooperate and fully participate in the SISP. That participation must not be taken in any way to prejudice JMAC's ability to argue the foregoing issues and assert its position in upcoming application.

Sincerely,

FIELD LLP



Douglas Nishimura
Partner



FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
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fasken.com

**THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT
OF TODD ERICKSON.**

SWORN BEFORE ME THIS 29TH DAY OF LUKE FRANKLYN Jessica L. Cameron
FEBRUARY, 2024. NOTARY PUBLIC Direct +1 403.261.9468
STATE OF COLORADO icameron@fasken.com
NOTARY ID 20234007514
My Commission Expires: February 24, 2027

January 25, 2024

File No.: 318938.00024/23362

By Email

Field Law

400 -444 7 Ave SW
Calgary AB, T2P 0X8

Bennett Jones LLP

4500, 855 2 Street SW
Calgary, AB T2P 4K7

Attention: Douglas Nishimura
(dnishimura@fieldlaw.com)

Attention: Michael Selnes
(selnesm@bennettjones.com)

Dear Mr. Nishimura:

**Re: In the Matter of the Notice of Intention to Make a Proposal of Athabasca Minerals
Inc. et al (the "Company")
Court of King's Bench File No.: B301 009380**

We write further to the above noted matter and your January 23rd, 2024 letter to us. While we have different views on the applicability of the contractual right of first refusal ("ROFR") provided to your client under the LLC Operating Agreement, we believe we are in alignment as to the conduct of any auction process under the sales and investment solicitation process ("SISP") presently underway.

Firstly, we acknowledge the reservation of rights clause contained in the sales process approval order granted by the Court on December 12, 2024 (the "SISP Approval Order"). Specifically, paragraph 44 of the SISP Approval Order provides that:

The granting of this Order, including the approval of the SISP, shall be without prejudice to any argument of JMAC regarding the extent and application of a right of first refusal granted to it pursuant to the LLC Operating Agreement, and without prejudice to any of JMAC's rights under the LLC Operating Agreement, upon the sale of the Applicants' Property, business, or shares, and any such rights may be exercised notwithstanding that Closing of any transaction under the SISP has occurred, and as if closing has not occurred.

We also note your client's position in your letter that its participation in any auction conducted under the SISP is not a waiver of this reservation of rights or its ROFR. Where we disagree,

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however, is with respect to the applicability of the ROFR in the first instance, and secondly, what would trigger the ROFR, assuming it applied.

With respect to the former, the Company's position is that a sale of the shares of Athabasca Minerals Inc. ("AMI") does not trigger the ROFR, as the ROFR applies only with respect to a *bona fide* written offer to acquire either AMI's Membership Interest or Economic Interest in AMI Silica LLC ("AMIS LLC"). This position is consistent with the following US cases: *LaRose Mkt. v. Sylvan Ctr.*, 530 N.W.2d 505 (Mich. App. 1995) (agreeing "with defendant and the overwhelming majority of courts of other jurisdictions that have addressed" that the sale of all of a corporation's stock is not a sale triggering a right of first refusal provision); *Airvator, Inc. v. Turtle Mountain Mfg. Co.*, 329 N.W.2d 596, 602 (N.D. 1983) ("[A] corporation is an entity distinct and separate from its shareholders, directors, officers, and agents. . ."; *Excellence Cmty. Mgmt., LLC v. Gilmore*, 351 P.3d 720, 723 (Nev. 2015) ("[U]nlike in asset sales where an entirely different entity is introduced into the equation, in a 100-percent stock sale, there is no new entity because 'the existence of a corporate entity is not affected by changes in its ownership,' and, instead, 'the corporation whose stock is acquired continues in existence, even though there may be a change in its management'"); *Jerry Dickerson Presents, Inc. v. Concert/Southern Chastain Promotions*, 579 S.E.2d 761, 770 (Ga. App. 2003) ("A shareholder's sale of corporate stock, even 100 percent thereof, does not affect the viability and separate nature of the corporate entity, which exists independently of its shareholders"); *Bill Kettlewell Excavating, Inc. v. St. Clair County Health Dep't*, 468 N.W.2d 326, 329 (Mich. App. 1991) ("A corporation is a legal entity distinct from its shareholders, even though all of the stock is held by a single individual. Therefore, while the sale of stock will change the composition of the equity owners of the corporation, the sale does not alter the distinct legal existence of that corporation. This remains true even if the purchaser of the stock is another corporation"); *First Am. Title Ins. Co. v. Northwest Title Ins. Agency, LLC*, 2016 U.S. Dist. LEXIS 144561, at *30-31 (D. Utah, Oct. 18, 2016) ("With a stock purchase, the corporation whose stock is acquired continues in existence, even though there may be a change in its management. . . . [T]he fact that there is a change in ownership of corporate stock does not affect the corporation's existence or its contract rights, or its liabilities"). The cases cited in your letter are inapposite.

Further, we disagree with your position regarding what is required by way of an offer to trigger the ROFR. Your letter indicates that upon receipt of a third party offer, AMI is obliged to advise JMAC of the substance of such an offer and allow JMAC the opportunity to match it. This completely disregards the fundamental requirement of AMI having an intention to accept the offer and sell its interest. Article 11.02 of the LLC Operating Agreement provides that AMI must have a "desire to sell" or an "intention to transfer" its interest in the LLC, coupled with a *bona fide* written offer to trigger the ROFR. In plain words, AMI must be willing to accept the offer presented to it in order to trigger the ROFR. Following your interpretation, a third party could make an offer to AMI to acquire its interest in the LLC for \$1.00 and this offer would need to be presented to JMAC to be "matched". That is completely nonsensical.

Clearly, the competing offer made by Badger Mining Corporation to become the stalking horse bidder in the SISP did not trigger the ROFR, as that offer was ultimately rejected by AMI and your client's stalking horse bid was selected. Furthermore, the entire purpose underlying a stalking



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horse sales process is to utilize the stalking horse bid to set a baseline price in the hopes of achieving competitive tension in a sales process and deriving greater value. Until that sales process has run its course through to the conclusion, there is no intention to accept a stalking horse.

In the result, until the SISP has concluded and a Successful Bid (as defined therein) has been selected in accordance with the process approved by the Court, including conducting an auction if necessary, there is no *bona fide* third party offer that the Company is prepared to accept. It is the Company's position therefore, that if the ROFR applies, it would be triggered by the selection of the Successful Bid in accordance with the SISP.

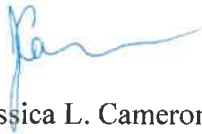
We appreciate your client views things differently; however, based upon the position set forth in your letter, we do not believe there are any impediments to pursuing the auction if necessary. We understand your letter to mean that JMAC will participate in any potential auction conducted in accordance with the SISP essentially under protest, reserving its right to later argue that it should have been afforded the opportunity to exercise its ROFR either at: i) the price submitted by Badger to be the stalking horse bidder, or alternatively ii) at the Starting Bid Price for the Auction, both of which positions we disagree with. If we have misinterpreted your position, please advise.

In light of the foregoing, AMI has every intention to continue to administer the SISP in accordance with its terms, including conducting an auction in the event a Superior Offer is received and seeking Court approval of the highest and best offer arising from that process. Should your client decline to participate in that process, it would do so at its own risk.

Further to your request, please be advised that we intend to place our respective letters in the virtual data room established with respect to the SISP so that all Qualified Bidders are made aware of the parties' respective positions.

Sincerely,

FASKEN MARTINEAU DuMOULIN LLP



Jessica L. Cameron

JC/

cc: Robyn Gurofsky, Fasken (via email)



From: Jessica Cameron <jcameron@fasken.com>
Sent: February 12, 2024 11:03 AM
To: Michael Selnes; Douglas Nishimura; Keliher, Christopher
Cc: Andrew Basi
Subject: RE: [EXT] Winning Bid [FMD-CANADA.FID12789198]
Attachments: 304226899_v(1)_Letter to D. Nishimura - Jan. 25, 2024.pdf; 304159523_v(1)_LF Field Law to Counsel - January 23, 2024.pdf

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Hi Doug,

I hope you enjoyed a nice weekend. Further to the Proposal Trustee's email below and the exchange of letters we had in late January (copies of which are attached for ease of reference), can you please confirm for the parties whether JMAC intends to oppose the Company's application for approval of the transaction with Badger on the basis of its asserted rights of first refusal, or otherwise? I understand from my client that JMAC has advised them that they are intending to move forward with Badger as their new partner at the LLC level. While I appreciate you have not reviewed formal application materials in this respect (as they have not yet been drafted), clarity on the path forward would be helpful for everyone. Further, JMAC's position on this will inform whether the Company seeks expert opinion evidence from the United States on the issue of the applicability of the ROFR, which is of course a considerable expense. If this position is no longer being advanced, this would prove to be an unnecessary considerable expense, the avoidance of which would benefit the Company's stakeholders, including your client as a creditor and significant shareholder.

We appreciate your confirmation in this respect and would be happy to have a call to discuss these matters further.

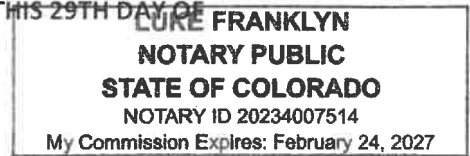
Best,

Jessica Cameron (She/Her)
Partner

T +1 403 261 9468 | jcameron@fasken.com
Fasken Martineau DuMoulin LLP

THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF TODD ERICKSON.

SWORN BEFORE ME THIS 29TH DAY OF
FEBRUARY, 2024.



From: Michael Selnes <SelnesM@bennettjones.com>
Sent: Friday, February 9, 2024 12:44 PM
To: Jessica Cameron <jcameron@fasken.com>; Douglas Nishimura <DNishimura@fieldlaw.com>; Keliher, Christopher <christopher.keliher@blakes.com>
Cc: Andrew Basi <abasi@ksvadvisory.com>
Subject: [EXT] Winning Bid

A Notary Public in and for the State of Wisconsin

Colorado LF

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As you are aware, Bennett Jones LLP represents KSV Restructuring Inc. in its capacity as the Proposal Trustee of Athabasca Minerals Inc., AMI Silica Inc., AMI Aggregates Inc., AMI Rockchain Inc., Terrashift Engineering Ltd., 2140534 Alberta Ltd., and 2132561 Alberta Ltd. (collectively the "Companies").

On February 9, 2024, the Proposal Trustee presided over an Auction pursuant to the Sales and Investment Solicitation Process pursuant to the order of the Honourable ACJ D.B. Nixon dated December 12, 2023. The auction was conducted pursuant to the Auction Rules approved in writing by both auction participants Badger Mining Corporation ("**Badger**") and JMAC Energy Services, LLC ("**JMAC**").

The Auction commenced at 10:00 am (MST) and concluded at approximately 11:40 am (MST). Both JMAC and Badger participated in the Auction. Bidding ended in Round 162, when only Badger made an Auction Bid for the Round Bid Amount of \$29,200,000.00.

Pursuant to paragraph 26 of the Auction Rules, Badger made the only Auction Bid in round 162 and therefore the Auction was closed.

Following the close of the Auction, the Proposal Trustee, in consultation with Companies and Sales Agent (Canaccord Genuity Corp.) has selected Badger as having made the Winning Bid, as defined in paragraph 27 of the Auction Rules. The Winning Bid is in the amount of \$29,200,00.00.

Pursuant to paragraph 27 of the Auction Rules, the Proposal Trustee understands that the Companies will be reaching out to Badger to enter into the definitive agreement as contemplated therein.

The Proposal Trustee notes that pursuant to paragraph 28 of the Auction Rules, Badger's Winning Bid is irrevocable and binding on Badger.

The Proposal Trustee further notes that pursuant to paragraph 30 of the Auction Rules, JMAC is designated the Backup Bidder. JMAC's Backup Bid is in the amount of \$29,100,000.00. The Proposal Trustee notes that JMAC is required to keep this Backup Bid open until the earlier of: i) two Business Days after the closing of the Transaction with Badger; or (ii) the Outside Date.

The Proposal Trustee appreciates all Auction Bidders efforts over the week to ensure the Auction proceeded as planned.

Regards,
Mike

Michael Selnes (he/him)

Associate, Bennett Jones LLP
4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7
T. 403 298 3311 | F. 403 265 7219



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**THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT
OF TODD ERICKSON.**

**SWORN BEFORE ME THIS 29TH DAY OF
FEBRUARY, 2024.**

**LUKE FRANKLYN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007514**

My Commission Expires: February 24, 2027

February 14, 2024

VIA EMAIL



A Notary Public in and for the State of Wisconsin

SELF
Colbakes
SV Advisory Inc.

Bennett Jones LLP
4500, 855 2 Street S.W.
Calgary, AB T2P 4K7

1165, 324 - 8 Avenue S.W.
Calgary, AB T2P 2Z2

Attention: Michael Selnes

Attention: Andrew Basi

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

Attention: Christopher Keliher

**Re: In the Matter of the Notice of Intention to Make a Proposal of Athabasca Minerals Inc.
("Athabasca") et al
Court of King's Bench File No.: B301 009380**

As you are aware, we act for JMAC Energy Services Inc. ("JMAC"). We write in response to your email of February 12, 2024. Firstly, I am afraid the understanding from your client in the third sentence of your email is incorrect. There has been no communication to that effect from my client.

As you are aware, pursuant to the Sales and Investment Solicitation Process ("SISP") and paragraph 44 of the Order approving the SISP granted December 12, 2024, my client's rights with respect to the Right of First Refusal contained in the Operating Agreement for AMI Silica LLC were expressly preserved.

It is our client's position that the ROFR was triggered by the executed Subscription Agreement by Badger Mining Corporation of \$13.1 million reflected in its Subscription Agreement dated January 31, 2024. We have previously shared with you our position, guided by our client's US counsel's advice, that our client's ROFR cannot be avoided through the purchase of all of the shares of Athabasca, as such actions are seen by US Courts as an attempt to defeat the intent and purpose of ROFR.

Please be advised that my client will be initiating procedures in the United States to enforce the ROFR, as the contract is governed by the laws of the State of North Dakota. In the present BIA proceedings, we will be bringing a Cross Application on March 8, 2024, for an Order in respect of preserving JMAC's rights pending resolution of the US Action. It may be that there could be a process arranged whereby funds for creditors and shareholders up to the amount of the offer to which the ROFR would apply could be distributed, but we would need to discuss those terms.



We are happy to discuss the foregoing with you at your convenience.

Sincerely,

FIELD LLP

A handwritten signature in black ink, appearing to read 'D. Nishimura', written in a cursive style.

Douglas Nishimura
Partner



**THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT
OF TODD ERICKSON.**

**SWORN BEFORE ME THIS 29TH DAY OF
FEBRUARY, 2024.**

February 15, 2024



**LUKE FRANKLYN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007514
My Commission Expires: February 24, 2027**

A Notary Public in and for the State of ~~Wisconsin~~

Colorado J.E. LF

Douglas Nishimura
Partner
T 403-260-8548
F 403-264-7084
dnishimura@fieldlaw.com
Assistant: Elvina Hussein
T 403-232-1797
ehussein@fieldlaw.com
Our File: 77794-5

VIA EMAIL

Fasken Martineau DuMoulin LLP
3400, 350 - 7 Avenue S.W.
Calgary, AB T2P 3N9

Bennett Jones LLP
4500, 855 - 2 Street S.W.
Calgary, AB T2P 4K7

Attention: Robyn Gurofsky / Jessica Cameron

Attention: Michael Selnes

**Re: In the Matter of the Notice of Intention to Make a Proposal of Athabasca Minerals Inc.
("Athabasca") et al
Court of King's Bench File No.: B301 009380**

Further to our previous correspondence, as you are aware, my client will be bringing an application to potentially set aside or stay the sale of Athabasca's shares to Badger Mining Corporation ("Badger"). We note that paragraph 7.1 of the Badger's Subscription Agreement permits Athabasca to provide access to the Purchaser and its representatives with respect to books, records, accounts, documents, files, reports, information, materials, filings and data. However, with respect to records relating to AMI Silica, LLC, we note that Athabasca still bears contractual and fiduciary obligations to keep information confidential. These contractual and fiduciary obligations are preserved in paragraph 7.1. Accordingly, we expect that Athabasca will not share confidential information regarding AMI Silica, LLP with Badger. Can you please confirm this as soon as possible?

Sincerely,

FIELD LLP



Douglas Nishimura
Partner

Cc: KSV Advisory Inc., Attention: Andrew Basi



FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

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Canada

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fasken.com

February 15, 2024
File No.: 318938.00024/23362

Via Email (dnishimura@fieldlaw.com)

Field Law
400 – 444 7 Avenue SW
Calgary, AB T2P 0X8

Attention: Douglas Nishimura

Dear Mr. Nishimura,

**Re: In the Matter of the Bankruptcy and Insolvency Act, RSC 1985, C B-3 as amended, and in the Matter of the Notice of Intention to Make a Proposal of Athabasca Minerals Inc., AMI Silica Inc., AMI Aggregates Inc., AMI Rockchain Inc., TerraShift Engineering Inc., 2132561 Alberta Ltd., and 2140534 Alberta Ltd. (together, the “Applicants” or the “Company”)
Court File No. 25-3009380**

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT
OF TODD ERICKSON.

SWORN BEFORE ME THIS 29TH DAY OF
FEBRUARY, 2024.



We are in receipt of your letters dated February 14th and 15th, 2024. Thank you for clarifying your client’s position respecting the exercise of the right of first refusal contained in the LLC Operating Agreement, as that was not clear from conversations had amongst our respective clients.

Notwithstanding your client’s position, please be advised that the Company intends to proceed with its application to approve the transaction with Badger Mining Corporation in its proposal proceedings pursuant to the *Bankruptcy and Insolvency Act* (Canada), before the Alberta Court of King’s Bench (the “Court”). As we’ve previously advised, it is the Company’s position that the Alberta Court has the jurisdiction to determine this dispute within the BIA proposal proceedings and is the more appropriate forum to do so. While we recognize that the LLC Operating Agreement is governed by the laws of North Dakota, there is neither an attornment nor a forum selection clause.

Further, it remains our client’s position that the ROFR is inapplicable to the Badger Transaction, which involves a sale of the shares of the Company, and not the Company’s interest in its LLC membership units, advice we note is also guided by the Company’s US counsel.

In that regard, please be advised that the Company has retained Zachary Pelham of Pearce Durick PLLC as it’s US Counsel. In the event your client does in fact initiate proceedings in the United States, please ensure that both our office and Mr. Pelham are served with any materials in relation to such US proceedings. Mr. Pelham’s contact details are as follows:

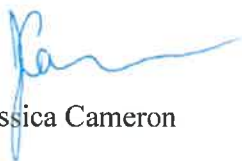
FASKEN

Pearce Durick PLLC
314 E. Thayer Avenue
Bismarck, ND 58502
Main 701.223.2890 | Fax 701.223.7865
Email: zep@pearce-durick.com

Lastly, the Company is aware of its fiduciary duties respecting maintaining the confidence of confidential information concerning AMI Silica LLC. Our client has confirmed to us that they have not, and will not, disclose confidential information regarding AMI Silica LLC to Badger at this time.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Jessica Cameron

cc: *Andrew Basi (KSV Restructuring Inc.)
Proposal Trustee*

*Michael Selnes (Bennett Jones LLP)
Counsel to the Proposal Trustee*

*Christopher Keliher (Blake, Cassels & Graydon LLP)
Counsel to Badger Mining Corporation*



UNITED STATES DISTRICT COURT

for the

District of North Dakota

JMAC Energy Services LLC,

THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT OF TODD ERICKSON.

SWORN BEFORE ME THIS 29TH DAY OF FEBRUARY, 2024.

Plaintiff

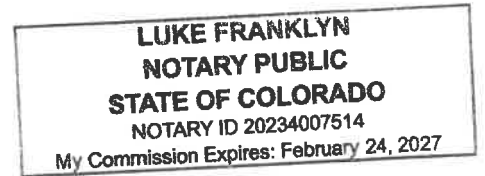


A Notary Public in and for the State of Wisconsin
Civil Action No. 1:24-cv-037

Cobala JLF

v.

Athabasca Minerals Inc.



Defendant

SUMMONS IN A CIVIL ACTION

To: Above Named Defendant(s)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Hugh D. Brown
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: February 27, 2024



KARI M. KNUDSON, CLERK OF COURT

/s/ Melissa Fischer, Deputy Clerk

Signature of Clerk or Deputy Clerk

Civil Action No. 1:24-cv-037

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS JMAC Energy Services, LLC</p> <p>(b) County of Residence of First Listed Plaintiff <u>Chelan, WA</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Hugh D. Brown Fabyanske Westra Hart & Thomson PA 333 South 7th Street, #2600, Minneapolis, MN 55402; 612-359-7600</p>	<p>DEFENDANTS Athabasca Minerals, Inc.</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Zachary Pelham Pearce Durick PLLC 314 East Thayer Avenue, Bismarck, ND 58501; 701-223-2890</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF</td> <td style="width:33%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:33%; text-align: center;">PTF</td> <td style="width:33%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other
			<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act
			<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
			<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			<p>OTHER STATUTES</p> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(a)

Brief description of cause:
Breach of contract, Injunction

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 2/27/2024 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**UNITED STATES DISTRICT COURT
DISTRICT OF NORTH DAKOTA
WESTERN DIVISION**

JMAC Energy Services LLC,

Case File No: _____

Plaintiff,

vs.

COMPLAINT

Athabasca Minerals Inc.,

JURY TRIAL DEMANDED

Defendant.

Plaintiff JMAC Energy Services LLC (“JMAC”) as and for its Complaint against Defendant Athabasca Materials Inc. (“Athabasca”) states and alleges as follows:

INTRODUCTORY STATEMENT

1. JMAC brings this action to assert its right of first refusal (“ROFR”) to purchase Athabasca’s membership interest in AMI Silica, LLC (“AMI Silica”). JMAC and Athabasca, a Canadian corporation, are the founding members of AMI Silica, a limited liability company they formed under the laws of North Dakota to jointly acquire and operate a silica sand supply business. JMAC and Athabasca are the sole members of AMI Silica, each owning a fifty percent share. In the Operating Agreement for AMI Silica, the parties agreed that each would have a right of first refusal in the event that the other sought to sell or otherwise transfer its membership interest in AMI Silica. A primary purpose of these ROFR rights are and were to protect each member from being forced into business with an outsider if the other member decided to sell its membership interest.

2. In January 2023, Athabasca’s financial situation began to deteriorate, and in November 2023, it filed a Notice of Intention to Make a Proposal to its Creditors (“Notice of

Intention”) as the first step of a restructuring process under Canadian bankruptcy and insolvency legislation in Alberta, Canada. As part of this restructuring process, Athabasca, over JMAC’s frequent objection, established an auction process to sell itself to a third party, in violation of JMAC’s ROFR. This auction took place in February 2024, and Badger Mining Corporation – one of AMI Silica’s biggest competitors – was the winning bidder for Athabasca. Athabasca and Badger intend to seek court approval of the transaction in Alberta, Canada, on or before March 8, 2024.

3. A sale of Athabasca to Badger would place fifty percent ownership interest of AMI Silica in the hands of Badger. As one of AMI Silica’s largest competitors, permitting Badger to obtain Athabasca’s membership interest in AMI Silica would give it access to proprietary information about one of its competitors, force AMI Silica to run a business with a partner whose interests with respect to the business diverge from its own, and give that competitor the ability to inhibit the management of AMI Silica. This would run counter to the fundamental principle that a business should be able to choose those with whom it does business, and has caused or will cause serious harm to JMAC, as AMI Silica’s other member.

4. For these reasons, JMAC is entitled to a declaration that it is entitled to exercise its ROFR the first time Athabasca received a bona fide offer, which was for \$13.1 million. JMAC is also entitled to temporary and permanent injunctive relief prohibiting Athabasca from proceeding with the sale to Badger.

PARTIES

5. JMAC is a Delaware limited liability company with its principal office address in Wenatchee, Washington.

6. Athabasca is a corporation organized under the laws of the Province of Alberta and with its principal office address located in Calgary, Alberta.

JURISDICTION AND VENUE

7. This court has subject matter jurisdiction over the matter under 28 U.S.C. §1332 (a) (2) because the Plaintiffs, JMAC and AMI, are both citizens of different states and Defendant Athabasca is a citizen of Canada, a foreign state, and the amount in controversy exceeds \$75,000.

8. Venue is proper in the United States District Court for the District of North Dakota under 28 U.S.C. §1391 (b) (2), because the property that is the subject of the action is an interest in a North Dakota LLC.

FACTUAL BACKGROUND

9. JMAC and Athabasca formed AMI Silica on or about June 2, 2021. AMI Silica is in the business of mining and supplying silica sand for industrial purposes. JMAC and Athabasca are the sole members of AMI Silica, each owning 50% of the company.

10. JMAC and Athabasca subsequently executed an operating agreement for AMI Silica (the “Original Operating Agreement, together with the “Operating Agreement Amendment, (as later defined), the “Operating Agreement”) on or about July 19, 2021. A true and correct copy of the Operating Agreement is attached as **Exhibit 1**. AMI Silica is organized under the laws of the State of North Dakota, and the Operating Agreement specifies that it shall be governed by North Dakota law.

11. Under the Operating Agreement, JMAC and Athabasca share equally in the governance of AMI Silica, each holding 50% of the Voting Membership Units in AMI Silica and each entitled to elect two of the four members of the board of governors. (Ex. 1, §§ 4.01, 5.03, and Ex. A.)

12. In light of the close relationship between JMAC and Athabasca in forming and running AMI Silica, JMAC and Athabasca also agreed to limit the transferability of their membership units in AMI Silica.

13. With respect to the transfer of membership units, JMAC and Athabasca agreed that a non-selling party would have a right of first refusal to purchase the other member's interest in the event one member sought to sell its membership interest.

14. In pertinent part, the Operating Agreement provides the following with respect to the right of first refusal:

11.01 General. Except as otherwise specifically provided herein neither a Member nor an Economic Interest Owner shall have the right to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell"),

(b) gift, bequeath, or otherwise transfer for no consideration (whether or not by operation of law except in the case of bankruptcy) all or any part of its Membership Interest or Economic Interest.

11.02 Right of First Refusal.

(a) In the event a Selling Member desires to sell all or any portion of its Membership Interest or Economic Interest in the Company to a third party purchaser, the Selling Member shall first obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The Selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Members a copy of the aforesaid written offer to purchase such interest.

(b) The remaining Members, and each of them shall, on a basis pro rata to their Capital Interests (voting having a right of first refusal as to voting and non-voting having a right of first refusal as to non-voting) or on a basis pro rata to the Capital Interests of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid

written offer to purchase by giving written notification to the Selling Member within twenty (20) days after receiving written notice from the Selling Member.

(Ex. 1, §§ 11.01-.02 (emphasis added).)

15. The Operating Agreement also provides that the transferee of membership units will not become a participating member in AMI Silica absent unanimous consent from all of the remaining members after the transfer unless the transferee was already a member in AMI Silica. (Ex. 1, §§ 11.03 (“if all of the remaining Members do not **approve by unanimous written consent** the proposed sale or gift of the Transferring Member’s Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member”) (emphasis added).)

16. The Operating Agreement also prohibits the joining of new Members to AMI Silica except as expressly permitted by the above-referenced provisions.

17. Consistent with this intent, JMAC has consistently provided whatever financial support to AMI Silica and Athabasca was necessary to prevent third-party involvement in the financing or management of AMI Silica.

18. In February of 2022, Athabasca was not able to meet its financial commitments to AMI Silica and in consideration for JMAC entering into a bonding arrangement on Athabasca’s behalf, JMAC and Athabasca entered into an amendment to the operating agreement dated February 16, 2022 (the “Operating Agreement Amendment”), whereby Athabasca made certain concessions, which among other terms to JMAC’s benefit contained a right of first refusal if either debt or equity capital was required by AMI Silica, then JMAC would have the right of first refusal to provide such capital, which further reflects the intention of both Athabasca and JMAC to have no third-party involvement in AMI Silica.

19. In the Fall of 2022, Athabasca began experiencing significant financial difficulties that continued into 2023. In early 2023, Athabasca explored the possibility of going to market for sale, with such sale including the sale of Athabasca's interests in AMI Silica. At this time, JMAC warned Athabasca that it expected that any bond fide offer extended to Athabasca which contemplated a transfer of Athabasca's interest in AMI Silica would be presented to JMAC pursuant to the ROFR.

20. Beginning in 2023, Athabasca began to sell off its Canadian assets, and eventually disposed of nearly all of its Canadian assets, while retaining all Canadian liabilities.

21. On November 14, 2023, Athabasca filed the Notice of Intention. As noted above, a Notice of Intention is a process under Canada's Bankruptcy and Insolvency Act which provides for a stay and is the first step that troubled companies can take to restructure.

22. Athabasca's only asset of significant value is its interests in AMI Silica. Its remaining assets consist either of cash or cash equivalents, its office and software lease, and interests in two numbered companies which hold the following assets: (i) the Montney prospecting rights from the government, which have not turned up any commercial deposits, and (ii) their permitted Prosvita mine in northern Alberta, which has not been determined to be commercially feasible. Thus, any purchase of Athabasca is, in effect, simply a purchase of Athabasca's interests in AMI.

23. Any assets held by Athabasca outside of its investment in AMI Silica are more than counterbalanced by the liabilities held by Athabasca.

24. Athabasca's only revenues come from management fees paid by AMI Silica for various administrative services provided to AMI Silica by Athabasca.

25. Athabasca personnel have stated that it was attempting to structure the sale of its interest in AMI Silica in such a manner as to avoid the ROFR, because it believed that the presence of the ROFR would reduce the price it would receive for its membership interest in AMI Silica.

26. After commencing the Notice of Intention, Athabasca established a process to sell itself through an auction. The auction process was inconsistent with JMAC's ROFR, because, under the ROFR, the first offer that Athabasca was willing to accept was required to be submitted to JMAC for acceptance. In other words, Athabasca was not permitted to solicit successive third party offers. JMAC repeatedly informed Athabasca that its proposed auction was inconsistent with the ROFR.

27. After Athabasca filed the Notice of Intention, JMAC continued to provide financial assistance to Athabasca. Among other things, when AMI Silica required additional working capital to fund its ongoing operations and approved a capital call to obtain additional funding from its members, JMAC provided financing to Athabasca to fund its share of the capital call.

28. On December 5, 2023, JMAC and Athabasca agreed on the terms of a Letter of Intent ("LOI"), whereby JMAC would become the Stalking Horse bidder for Athabasca's assets, which would be prima facie accepted subject to being superseded by a superior bid. The LOI preserved JMAC's right to assert the ROFR, stating: "materials provided to potential purchasers with the SISP shall recognize and include the [ROFR] currently held by JMAC pursuant to the AMI Silica LLC Operating Agreement."

29. Athabasca established a Sales and Investment Solicitation Process ("SISP") whereby it would solicit competing offers to JMAC's Stalking Horse bid. The SISP was submitted for Court approval on December 12, 2023, which was granted the same day. The SISP, and Court

order accepting the SISP expressly preserved JMAC's right to assert that the ROFR in the Operating Agreement applied.

30. Badger Mining Corporation ("Badger") subsequently made an offer to purchase for a sale price of \$13.1 million.

31. Badger's offer of \$13.1 million constituted a bona fide offer within the meaning of the Operating Agreement and triggered Athabasca's obligation to submit the offer in writing to JMAC for JMAC to match pursuant to Section 11.02 of the Operating Agreement.

32. Athabasca was willing to sell its interest in AMI Silica for \$13.1 million and would have done so had it not implemented its plan to hold an auction in violation of JMAC's ROFR.

33. JMAC would have exercised its ROFR had it been given the opportunity as required by the AMI Silica Operating Agreement.

34. Badger is a major competitor of AMI Silica, and its potential acquisition of Athabasca's membership interest in AMI Silica raises serious concerns. Specifically, if Badger were able to obtain Athabasca's membership interest in AMI Silica, it would gain access to cost and pricing information of one of its direct competitors, as well as access to its relationships with transportation providers and customers. This would potentially give a significant and unfair competitive advantage over AMI Silica through access to proprietary AMI Silica information.

35. If permitted to participate in the management of AMI Silica, Badger would also have the ability to restrict or inhibit AMI Silica's ability to properly function, by using its fifty percent control to affect or inhibit investment and other business decisions of AMI Silica in a manner calculated to benefit Badger to the detriment of JMAC and AMI Silica.

36. Further, Badger would have a clear financial motivation to use this information to increase its market share to the detriment of AMI Silica. Specifically, Badger would benefit by

obtaining 100% of the benefit of shifting volume from AMI Silica to Badger, while losing volume in an entity in which it owns only 50%.

37. JMAC's ability to prevent this through enforcement of the fiduciary duties that Badger would owe to AMI Silica would likely be limited. Any proprietary knowledge gained by Badger in its position as a member in AMI Silica will provide incalculable advantages in highly competitive markets, and it would be difficult or impossible to prevent Badger from exploiting this knowledge to compete with AMI Silica. Any fiduciary violation from a practical standpoint would be virtually impossible to identify. Further, there is no practical remedy once information becomes known, or relationships are damaged. This is a primary reason why JMAC bargained for the ROFR in the AMI Silica Operating Agreement and certain other provisions to control who other members may be.

38. On February 9, 2024, Athabasca conducted an auction, subject to JMAC's reservation of its right to assert the ROFR.

39. Bidding opened with Badger's January bid of \$13.1 million, and proceeded in increments of \$100,000.

40. Badger made the winning bid, in the amount of \$29.2 million. JMAC subsequently confirmed in writing that it intended to assert its ROFR. Athabasca has refused to honor JMAC's ROFR and Athabasca and Badger intend to apply for approval of the sale in the Alberta Court on or about March 8, 2024 in violation of US contract law and JMAC's US property rights.

41. JMAC has not approved Badger's assumption of membership rights in AMI Silica in writing or otherwise.

42. Athabasca's agreement to sell its membership interest to Badger without offering JMAC the opportunity to match Badger's bona fide offer of \$13.1 million is a breach of Section 11.02 of the Operating Agreement and the covenant of good faith and fair dealing.

43. Athabasca is seeking to sell itself through a restructuring structure available under the Canadian Companies' Creditors Arrangement Act ("CCAA") known as a Reverse Vesting Order ("RVO"). Essentially, in an RVO, the debtor company, in this case Athabasca, transfers liabilities and assets out of the debtor company to a newly created "ResidualCo" that the purchaser, in this case Badger, did not want to purchase/retain. The purchaser then purchases the shares in the debtor company that now includes only the assets and liabilities that the purchaser desired to purchase/retain. In other words, an RVO is, in everything but name a form of asset sale in which the purchaser of the debtor company is permitted to pick and choose what assets/liabilities it desires to purchase and purchases only those assets/liabilities.

44. The RVO sale structure is effectively an asset sale, wherein Badger is permitted to pick and choose what assets it wishes to purchase, including Athabasca's interests in AMI Silica, while accepting no unwanted liabilities or assets. As such, Athabasca is "selling" or "transferring" its interests in AMI Silica within the meaning of the ROFR to the same extent it would be doing so by selling its interests in AMI Silica as part of a traditional asset sale, which not even Athabasca could deny would trigger JMAC's ROFR rights.

45. Upon information and belief, Athabasca has structured the transaction in this fashion in whole or in part in an attempt to avoid the ROFR in the Operating Agreement.

46. The fact that the sale/transfer is being conducted in the form of Canada's novel RVO structure rather than a straightforward traditional asset sale does not permit Athabasca to

end-run JMAC's ROFR rights and violate JMAC's rights in a US-based LLC organized under US law.

47. By agreeing to enter into the above-referenced transaction, Athabasca has violated the Operating Agreement's express terms, and its duties under the implied covenant of good faith and fair dealing.

48. If permitted to close, Athabasca's transfer of its AMI Silica membership interest to Badger would be difficult or impossible to unwind, and JMAC's right to prevent this transfer would be irreversibly lost.

COUNT I – BREACH OF CONTRACT

49. JMAC realleges and incorporate the preceding paragraphs for all purposes.

50. The Operating Agreement is a valid and enforceable contract which imposes an obligation on Athabasca not to effectuate a transaction resulting in a change of control of AMI Silica without offering a ROFR to JMAC to purchase AMI Silica on the same terms and conditions as a bona fide third party offer. JMAC has performed its obligations under the Operating Agreement and has otherwise satisfied all conditions precedent to relief.

51. Athabasca has repudiated and/or breached its obligation as set forth above by entering into an agreement to transfer its interest in AMI Silica to Badger.

52. As a direct and proximate result of the above-referenced breaches, JMAC has suffered and will continue to suffer substantial damages and injury in an amount to proven at trial, but is substantially in excess of \$75,000.

COUNT II – BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

53. JMAC realleges and incorporates the preceding paragraphs for all purposes.

54. Under N.D.C.C. § 10-32.1-41(4), Athabasca, as a member of AMI Silica, is required to discharge its duties and exercise its rights consistently with the contractual obligation of good faith and fair dealing, including acting in a manner, in light of the Operating Agreement, that is honest, fair, and reasonable.

55. Athabasca has violated the above-referenced obligation by, among other things, deliberately agreeing to convey its membership interest in AMI Silica to a direct competitor of AMI Silica.

56. As a direct and proximate result of the above-referenced breaches, JMAC has suffered and will continue to suffer substantial damages and injury in an amount to proven at trial, but is substantially in excess of \$75,000.

COUNT III – INJUNCTIVE RELIEF - ROFR

57. JMAC realleges and incorporate the preceding paragraphs for all purposes.

58. JMAC is entitled under the Operating Agreement to exercise a ROFR to purchase Athabasca's interests in the event Athabasca sells or transfers its interests in AMI Silica.

59. JMAC will be immediately, irreparably, and significantly harmed if Athabasca is not enjoined from selling or transferring its interests in AMI Silica to a third-party without giving JMAC the ROFR to purchase Athabasca's membership interests in AMI Silica.

60. Athabasca will not be harmed if it is enjoined from refusing to give JMAC its ROFR, and in fact, it will be complying with its obligations under the Operating Agreement.

61. JMAC is likely to succeed upon the merits of its action as Athabasca is contractually obligated to give JMAC the right of first refusal to purchase Athabasca's membership units in AMI Silica.

62. The public's interest favors the issuance of an injunction because JMAC will forever lose its bargained-for ROFR and be forced into a business partnership with a third party in violation of the AMI Silica Operating Agreement and without its consent.

63. Accordingly, JMAC seeks temporary and permanent injunctive relief enjoining Athabasca from selling its interests in AMI Silica, without first providing JMAC with the ROFR to purchase Athabasca's AMI Silica interests as required under the Operating Agreement.

COUNT IV – DECLARATORY JUDGMENT - ROFR

64. Plaintiffs reallege and incorporate the preceding paragraphs for all purposes.

65. An actual and justiciable controversy, ripe for judicial determination, has arisen between JMAC and Athabasca regarding their respective rights and obligations under the Operating Agreement, specifically the Operating Agreement's ROFR provisions.

66. Plaintiffs are entitled to declaratory judgment that: (i) Athabasca is obligated to give JMAC a ROFR to purchase Athabasca's membership interest in AMI Silica for the purchase price of \$13.1 million as set forth in Badger's bona fide offer pursuant to Article 11 of the Operating Agreement; and (ii) any third party purchaser, including Badger, shall have no right to participate in the management of the business and affairs of AMI Silica or to become a Member without JMAC's written consent.

WHEREFORE, Plaintiff requests the following relief in their favor and against Athabasca:

1. On Counts I and II, a judgment awarding JMAC damages in an amount to be proven at trial.
2. On Count III, a Temporary Restraining Order, Temporary Injunction, and Permanent Injunction enjoining Athabasca from selling its interests in AMI Silica without

first providing JMAC with the ROFR to purchase Athabasca's AMI Silica interests as required under the Operating Agreement.

3. On Count IV, a declaration that: (1) if Athabasca sells its interests in AMI Silica to Badger with first giving JMAC the ROFR to purchase its interest in AMI Silica for the price of \$13.1 million as reflected in Badger's bona fide offer, Athabasca will have breached the Operating Agreement, specifically the ROFR provisions in Article 11 of the Operating Agreement; and (2) that any third party purchaser, including Badger, shall have no membership rights unless and until approved by JMAC in writing.

4. As part of any judgment or order in favor of Plaintiff, an award to Plaintiff of their costs, disbursements, prejudgment interest, and attorneys' fees; and

5. Any such other legal or equitable relief as the Court deems just.

Dated: February 27, 2024

**FABYANSKE, WESTRA, HART
& THOMSON P.A.**

By: /s/ Hugh D. Brown
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ATTORNEYS FOR PLAINTIFF

**OPERATING AGREEMENT
OF
AMI SILICA LLC**

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) “Articles of Organization” shall mean the Articles of Organization of AMI SILICA LLC as filed with the Secretary of State of North Dakota as the same may be amended from time to time.

(b) “Board of Governors” or “Board” shall mean the board of governors of the Company.

(c) “Capital Account” as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VIII.

(d) “Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member whenever made. “Initial Capital Contribution” shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(e) “Capital Interest” shall mean the proportion that a Member’s positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time. For purposes of the exercise of voting rights under the North Dakota Act and this Operating Agreement, only voting membership interests shall be included within the definition of a Capital Interest under this Operating Agreement unless otherwise indicated. Each Member’s Capital Interest as of the date hereof is specified on the attached Exhibit A and which may be adjusted from time to time pursuant to this Operating Agreement or under the North Dakota Act.

(f) “Code” shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(g) “Company” shall refer to AMI SILICA LLC.

(h) “Deficit Capital Account” shall mean with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(e) and 1.704-2, and will be interpreted consistently with those provisions.

(i) “Distributable Cash” means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; (iii) such Reserves as the Board of Governors deem reasonably necessary to the proper operation of the Company’s business.

(j) “Economic Interest” shall mean a Member’s or Economic Interest Owner’s share of one or more of the Company’s Net Profits, Net Losses and distributions of the Company’s assets pursuant to this Operating Agreement and the North Dakota Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Board of Governors.

(k) “Economic Interest Owner” shall mean the owner of an Economic Interest who is not a Member.

(l) “Entity” shall mean any general partnership, limited partnership, limited liability partnership, limited liability limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(m) “Fiscal Year” shall mean the Company’s fiscal year, which shall be the year ending on December 31.

(n) “Gifting Member” shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(o) “Governors” shall mean one or more governors. References to the Governors in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(p) “Majority Interest” shall mean one or more Interests of Members which taken together exceed 50% of the aggregate of all Capital Interests. For purposes of the exercise of voting rights under the North Dakota Act and this Operating Agreement, only voting membership interests shall be included within the definition of a Majority Interest under this Operating Agreement unless otherwise indicated.

(q) “Member” shall mean each of the parties who execute a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(r) “Membership Interest” shall mean a Member’s entire interest in the Company including such Member’s Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the North Dakota Act.

(s) “North Dakota Act” shall mean the North Dakota Uniform Limited Liability Company Act at N.D.C.C. 10-32.1-01, et seq.

(t) “Net Profits” and “Net Losses” shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the accounting principles employed under the acceptable method of accounting at the close of each fiscal year on the Company’s information tax return filed for federal income tax purposes.

(u) “Operating Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

(v) “Persons” shall mean any individual or Entity, and the heirs, personal representatives, legal representatives, successors, and assigns of such “Person” where the context so permits.

(w) “Reserves” shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed

sufficient by the Governors for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(x) "Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(y) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

(z) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II

FORMATION OF COMPANY

2.01 Formation; Articles of Amendment. On June 2, 2021, Trevor A. Hunter of CROWLEY FLECK PLLP organized a North Dakota limited liability company by executing and delivering Articles of Organization to the North Dakota Secretary of State in accordance with and pursuant to the North Dakota Act. On July 19, 2021, Trevor A. Hunter of CROWLEY FLECK PLLP executed and delivered Articles of Amendment to the North Dakota Secretary of State in accordance with and pursuant to the North Dakota Act, which were filed on July 19, 2021.

2.02 Name. The name of the Company is **AMI SILICA LLC**.

2.03 Principal Executive Office. The principal executive office of the Company is 1505 North Miller Street, Suite 260, Wenatchee, Washington 98801. The Company may locate its principal executive office at any other place or places as the Governors may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's registered agent in the State of North Dakota is Corporation Service Company and its registered office is at the office of its registered agent at 1709 North 19th Street, Suite 3, Bismarck, North Dakota 58501. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the North Dakota Secretary of State pursuant to the North Dakota Act.

2.05 Term. The term of the Company shall be perpetual from the date of filing of Articles of Organization with the Secretary of State of the State of North Dakota, unless the

Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the North Dakota Act.

ARTICLE III

BUSINESS OF COMPANY

3.01 Permitted Businesses. The business of the Company shall be for any lawful business purpose or purposes pursuant to Section 10-32.1-07(2) of the North Dakota Uniform Limited Liability Company Act, and said business of the Company shall include the power:

(a) to accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets;

(b) to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the North Dakota Act; and

(c) to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS AND MEMBERS UNITS, CLASSIFICATIONS

4.01 Authorized Membership Units. The Company shall be authorized to create and issue up to 250,000 Membership Units. This shall include 250,000 Voting Membership Units and 0 Nonvoting Membership Units.

4.02 Initial Ownership of Membership Units. The Membership Units currently owned by each current member are contained on Exhibit A.

ARTICLE V

RIGHTS AND DUTIES OF BOARD OF GOVERNORS

5.01 General Powers. All limited liability company powers shall be exercised by or under authority of and the business and affairs of the Company shall be managed under the direction of the Board of Governors except as may be otherwise provided in the Articles of Organization, the Operating Agreement, or by law.

5.02 Duties. A Governor shall perform his duties as a Governor, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Governor is entitled to rely on information, opinions, reports, or statements, including financial statements or other financial data, in each case prepared or presented by:

- (a) one or more officers or employees of the Company whom the Governor reasonably believes to be reliable and competent in the matters presented;
- (b) counsel, public accountants, or other persons as to matters that the Governor reasonably believes to be within such person's professional or expert competence; or
- (c) a committee of the Board upon which he does not serve, duly designated, as to matters within its designated authority, which committee the Governor reasonably believes to merit confidence.

A Governor may not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties has no liability by reason of being or having been a Governor of the Company.

5.03 Number, Tenure, and Qualifications. The number of Governors of the Company shall be four (4). A Governor shall serve until the earlier of: (i) expiration of the Governor's term which shall be three (3) years; or (ii) his or her death, resignation, removal, or disqualification. Any Governor subject to removal under this Section shall not be entitled to vote for or against such Governor's removal. No Governor shall be subject to term limits. Governors need not be residents of the State of North Dakota or members of the Company. Governors shall be elected by the Members of the Company as of the date hereof as follows:

- (a) As long as JMAC Energy Services LLC, or its successor(s), holds at least 50.0% of the Membership Interest of the Company, it shall be entitled to elect two (2) of the four (4) total Governors.

- (b) As long as Athabasca Materials Inc., or its successor(s), holds at least 50.0% of the Membership Interest of the Company, it shall be entitled to elect two (2) of the four (4) total Governors.

5.04 Regular Meetings. A regular meeting of the Board of Governors or any committee designated thereby shall be held without other notice than this Section, immediately after and at the same place as, the annual meeting of the members. The Board of Governors may provide, by resolution, the time and place, either within or without the State of North Dakota, for the holding of additional regular meetings without other notice than such resolution. Members of the Board of Governors or any committee designated thereby may participate in a meeting of the Board or a committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means constitutes presence in person at a meeting.

5.05 Special Meetings. Special meetings of the Board of Governors or any committee designated thereby, may be called by or at the request of the President or any Governor. The person or persons authorized to call special meetings of the Board of Governors or any committee designated thereby may fix any place, either within or without the State of North Dakota, as the place for holding any special meeting of the Board of Governors called by them.

5.06 Notice. Notice of any special meeting shall be given at least two (2) days previous thereto by written notice delivered personally or mailed to each Governor at his business address, or by electronic mail (when directed to an electronic mail address at which a Governor has consented to receive notice at such address) or by telegram. If mailed, such notice shall be deemed to be delivered three (3) days after having been deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Governor may waive notice of any meeting. The attendance of a Governor at a meeting shall constitute a waiver of notice of such meeting, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Governors need be specified in the notice or waiver of notice of such meeting.

5.07 Quorum. A majority of the number of Governors fixed by Section 5.03 hereof shall constitute a quorum for the transaction of business at any meeting of the Board of Governors, but if less than such majority is present at a meeting, a majority of the Governors present may adjourn the meeting from time to time without further notice.

5.08 Manner of Acting. The act of the majority of the Governors present at a meeting at which a quorum is present shall be the act of the Board of Governors ("Board Consent").

5.09 Action Without a Meeting. Any action required or permitted to be taken by the Board of Governors or a committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Governors, or all of the members of the committee.

5.10 Vacancies and Removals. Any vacancy (however created) in the Board of Governors may be filled by the applicable Member as set forth in the subparts of Section 5.03 hereof. Any Governorship to be filled by reason of the removal of one or more Governors by the Members may be filled by election by the Members at the meeting at which the Governor or Governors are removed, but in accordance with the subparts of Section 5.03 hereof. At a meeting called expressly for that purpose, any Governor or the entire Board of Governors may be removed, with or without cause, by a vote of the Majority Interest.

5.11 Resignation. A Governor may resign at any time by delivering written notification thereof to the President or Secretary of the Company. Resignation shall become effective upon its acceptance by the Board of Governors; provided, however, that if the Board of Governors has not acted thereon within ten (10) days from the date of its delivery, the resignation shall upon the tenth day be deemed accepted.

5.12 Compensation. By resolution of the Board of Governors, each Governor shall be paid his necessary expenses, if any, of attendance at each meeting of the Board of Governors and may be paid a stated salary as Governor or a fixed sum for attendance at each meeting of the Board of Governors or both. No such payment shall preclude any Governor from serving the Company in any other capacity and receiving compensation therefor.

5.13 Presumption of Assent. A Governor of the Company who is present at a meeting of the Board of Governors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Governor who voted in favor of such action.

5.14 Liability of Governors. In addition to any other liabilities, a Governor who votes for or assents to any distribution contrary to law or contrary to any restrictions contained in the Articles of Organization or in the Operating Agreement shall, unless he complies with the standard provided in this Article for the performance of the duties of the Governors, be liable to the Company, jointly and severally with all other Governors so voting or assenting, for the amount or the value of such distribution in excess of the amount of such distribution which could have been made without a violation of law or any restrictions in the Articles of Organization or the Operating Agreement. Any Governor against whom a claim shall be asserted under or pursuant to this Section for the making of a distribution and who shall be held liable thereon shall be entitled to contribution from the members who accepted or received any such distribution, knowing such distribution to have been made in violation of law or any restrictions in the Articles of Organization or Operating Agreement, in proportion to the amounts received by them respectively. Any Governor against whom a claim shall be asserted under or pursuant to this Section shall be entitled to contribution from any other Governors who voted for or assented to the action upon which the claim is asserted and who did not comply with the standard provided in this Article for the performance of the duties of a Governor.

5.15 Conflict of Interest. No contract or other transaction between the Company and one or more of its Governors or any other company, firm, association, or entity in which one or more of the Governors of the Company are governors or officers or are financially interested is either void or voidable because of such relationship or interest or because such Governor or Governors are present at the meeting of the Board of Governors or a committee thereof which authorizes, approves, or ratifies such contract or transaction or because his or their votes are counted for such purposes if:

- (a) the fact of such relationship or interest is disclosed or known to the Board of Governors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Governors;
- (b) the fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent, in which vote or consent such interested Governors may participate to the extent that they are also members; or
- (c) the contract or transaction is fair and reasonable to the Company.

Common or interested Governors may be counted in determining the presence of a quorum at a meeting of the Board of Governors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VI

RIGHTS AND DUTIES OF OFFICERS

6.01 Number. The officers of the Company shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by a vote of the Board of Governors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by a majority vote of the Board of Governors. Any two or more offices may be held by the same person, except for President and a Vice President, if any.

6.02 Election and Term of Office. The officers of the Company to be elected by the Board of Governors shall be elected annually by the Board of Governors at the first meeting of the Board of Governors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

6.03 Removal. Any officer or agent may be removed by a majority vote of the Board of Governors whenever in its judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by a majority vote of the Board of Governors for the unexpired portion of the term.

6.05 Resignation. Any officer may resign at any time by delivering written notification thereof to the President or Secretary of the Company. Resignation shall become effective upon its acceptance by the Board of Governors; provided, however, that if the Board of Governors has not acted thereon within ten (10) days from the date of its delivery, the resignation shall upon the tenth day be deemed accepted.

6.06 President. The President shall be the principal executive officer of the Company and, subject to the supervision and control of the Board of Governors, shall have general active management of the business of the Company. He shall, when present, preside at all meetings of the members and of the Board of Governors. He may sign, with the Secretary or any other officer of the Company thereunto authorized by the Board of Governors, certificates for membership interests of the Company and deeds, mortgages, bonds, contracts, or other instruments which the Board of Governors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Governors or by these Bylaws to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Governors from time to time. The President shall vote all interests owned by the Company in another Company, corporation, or other entity, unless the Board of Governors expressly delegates the authority to vote such interests to some other officer or person.

6.07 Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President may sign, with the Secretary or any other officer of the Company thereunto authorized by the Board of Governors, certificates for membership interests of the Company; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Governors.

6.08 Secretary. The Secretary shall:

- (a) keep the minutes of the proceedings of the members and of the Board of Governors in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

- (c) be custodian of the corporate records and of the seal of the Company and see that the seal of the Company is affixed to all documents the execution of which on behalf of the Company under its seal is duly authorized;
- (d) keep a register of the post office address of each member and assignee of financial rights, if any, which shall be furnished to the Secretary by such member or assignee of financial rights, as applicable;
- (e) sign with the President, or a Vice President, certificates for membership interests of the Company, as authorized by the resolution of the Board of Governors;
- (f) have general charge of the membership interest transfer books of the Company; and
- (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Governors.

6.09 Treasurer. The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Company;
- (b) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws;
- (c) pay all local, state, and federal tax obligations and liabilities of the Company as they come due; and
- (d) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Governors or the North Dakota Act.

If required by the Board of Governors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Governors shall determine.

6.10 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Governors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Governor of the Company.

6.11 Indemnity of the Governors, Officers, Employees and Other Agents. The Company shall indemnify the governors and officers and make advances for expenses to the maximum extent permitted under Section 10-32.1-40 of the North Dakota Act. The Company shall indemnify its

employees and other agents who are not governors and officers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Majority Interest.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF MEMBERS

7.01 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the North Dakota Act and other applicable law.

7.02 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member under Sections 9.01 or 9.02 hereof to make Capital Contributions, except as provided in Section 7.07 hereof herein or as otherwise required by law.

7.03 List of Members. Upon written request of any Member, the President shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members.

7.04 Approval of Sale of All Assets. The Members shall have the right, by the affirmative vote of Members holding at least two-thirds of all voting Capital Interests to approve the sale, exchange, or other disposition of all, or substantially all, of the Company's assets (other than in the ordinary course of the Company's business) which is to occur as part of a single transaction or plan.

7.05 Company Books. In accordance with Section 10.09 hereof, the Board of Governors shall maintain and preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member and Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's and Economic Interest Owner's expense.

7.06 Priority and Return of Capital. Except as may be expressly provided in Article X, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

7.07 Liability of a Member to the Company.

(a) A Member who rightfully receives the return in whole or in part of its contribution (as defined in Section 10-32.1-28 of the North Dakota Act) is nevertheless liable to the Company only to the extent now or hereafter provided by the North Dakota Act.

(b) A Member who receives a distribution made by the Company which is either in violation of this Operating Agreement or the North Dakota Act, is liable to the Company for a period of six years after such distribution for the amount of the distribution.

ARTICLE VIII

MEETINGS OF MEMBERS

8.01 Annual Meeting. The annual meeting of the Members shall be held on the first Monday in July or at such other time as shall be determined by resolution of the Members, commencing with the year 2021, for the purpose of the transaction of such business as may come before the meeting.

8.02 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Governors or by any Member or Members holding at least 10% of the voting Capital Interests.

8.03 Place of Meetings. The Members may designate any place, either within or outside the State of North Dakota, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of North Dakota.

8.04 Notice of Meetings. Except as provided in Section 8.05 hereof, written notice stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 30 days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Board of Governors or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

8.05 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of North Dakota, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

8.06 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose,

the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

8.07 Quorum. Members holding at least fifty percent (50.0%) of all Capital Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

8.08 Manner of Acting. If a quorum is present, the affirmative vote by the Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the North Dakota Act, by the Articles of Organization, or by this Operating Agreement ("Member Consent"). Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

8.09 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

8.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Secretary of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

8.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE IX

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

9.01 Members' Capital Contributions. Each Member has contributed such amount as is set forth in Exhibit A hereto as its share of the Initial Capital Contribution.

9.02 Additional Contributions. Except as set forth in Section 9.01 hereof, no Member shall be required to make any Capital Contributions. To the extent approved by a majority vote of the Board of Governors, from time to time, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if by a majority vote of the Board of Governors it is determined that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification) ("Additional Capital Contribution"). Once an Additional Capital Contribution has been approved by the Board, the Board shall deliver to each Member a notice ("Additional Capital Call Notice") of the date ("Additional Contribution Date") and the Additional Capital Contribution amount to the Members. Upon receipt of an Additional Capital Call Notice, a Member shall have the sole discretion either (i) to deliver to the Board such Member's pro-rata portion of each such Additional Capital Contribution according to such Member's Capital Interest or (ii) to decline to participate in the Additional Capital Contribution.

9.03 Delinquent Capital Contributions/Adjustment of Capital Interest. In the event that a Member notifies the Board of Governors that the Member will not make such Member's Additional Capital Contribution, or such Member does not make such Member's full Additional Capital Contribution by the Additional Contribution Date, then, with respect to such Additional Capital Call Notice, the other Members shall have the right, but not the obligation, to contribute an amount equal to the non-paying Member's portion of the Additional Capital Contribution. If more than one Member chooses to make such Additional Capital Contribution, and such Members do not otherwise agree on the amount each will contribute, then they will contribute a pro-rata portion of such Additional Capital Contribution according to their relative Capital Interest. For purposes of clarity, a Member's decision not to make such Member's Additional Capital Contribution is not a breach of this Agreement and shall not give rise to a claim against such Member by the Company or the other Members. The only effect of a Member's decision not to make such Member's Additional Capital Contribution shall be adjustment of the Member's Capital Interest pursuant to this Section 9.03 hereof. The Capital Interest of each Member shall be re-determined following each Additional Capital Contribution so that each Member's Capital Interest is equal to the ratio that such Member's aggregate Capital Contributions (calculated following each Additional Capital Contribution) bears to the aggregate Capital Contributions of all Members (calculated following each Additional Capital Contribution) to reflect their total Capital Contributions through such date, and Exhibit A shall be amended accordingly.

9.04 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to Section 752 of the Code); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to Section 752 of the Code); (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code; and (4) allocations to the account of such Member of Company loss and deduction as set forth in the Treasury Regulations, taking into account adjustments to reflect fair market value.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 9.04 is intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. If in the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 9.04 should be modified in order to comply with Section 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 9.04, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the North Dakota Act (and subject to Sections 9.01 and 9.02 hereof), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

9.05 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

ARTICLE X

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS, AND REPORTS

10.01 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated in proportion to the Capital Accounts of the Members.

10.02 Special Allocations to Capital Accounts. Notwithstanding Section 10.01 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Section 705(a)(2)(B) of the Code shall be charged to the Capital Account of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Accounts of any Members which would not have Deficit Capital Accounts as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 10.01 hereof.

(b) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(i)(d)(4), (5), or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 10.02(b) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(i)(d) of the Treasury Regulations.

(c) In the event any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is

obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Membership income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 10.02, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a taxable year of the Company, then, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This Section 10.02(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Board of Governors may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(2)(iv)(d)(3) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner shall be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution, or

(2) the Net Precontribution Gain (as defined in Section 737(b) of the Code) of the Member or Economic Interest Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Section 704(c)(1)(B) of the Code if all property which (1) had been contributed to the Company within five years of the distribution, and (2) is held by the Company immediately before the distribution, had been distributed by the Company to another Member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed by the distributee Member or Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 10.02(i) and shall not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, the Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Section 704(c) of the Code.

(k) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave

rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Sections 10.02(b), (c) and/or (d) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 10.01 hereof, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 10.01 and 10.02 hereof shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article IX if the special allocations required by Sections 10.02(b), (c) and/or (d) hereof had not occurred.

10.03 Distributions. Except as provided in Section 9.04(d), all distributions of cash or other property shall be made to the Members as follows:

Except as provided in Section 10.04 hereof, all distributions of Distributable Cash and property shall be made at such time as determined by the Board of Governors. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 10.03.

10.04 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

10.05 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the accrual method of accounting. It is intended that the Company will elect those accounting methods which provide the Company and the Members with the greatest tax benefits.

10.06 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

10.07 Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

10.08 Accounting Period. The Company's accounting period shall be the calendar year.

10.09 Records, Audits, and Reports. At the expense of the Company, the Board of Governors shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal executive office of the Company the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner, Officer, and Governor, both past and present;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the four most recent years;

(d) Copies of the Company's currently effective written Operating Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every annual, special, and court-ordered meeting;

(f) Any written consents obtained from Members for actions taken by Members without a meeting.

10.10 Returns and Other Elections. The President shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year. The President shall timely file with the North Dakota State Tax Commissioner the Company's annual North Dakota return.

All elections permitted to be made by the Company under federal or state laws shall be made by the President in his/her sole discretion, provided that the President shall make any tax election requested by the Majority Interest.

ARTICLE XI

TRANSFERABILITY

11.01 General. Except as otherwise specifically provided herein neither a Member nor an Economic Interest Owner shall have the right to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell").

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Membership Interest or Economic Interest.

11.02 Right of First Refusal

(a) In the event a Selling Member desires to sell all or any portion of its Membership Interest or Economic Interest in the Company to a third party purchaser, the Selling Member shall first obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The Selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Members a copy of the aforesaid written offer to purchase such interest.

(b) The remaining Members, and each of them shall, on a basis pro rata to their Capital Interests (voting having a right of first refusal as to voting and non-voting having a right of first refusal as to non-voting) or on a basis pro rata to the Capital Interests of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by certified mail or personal delivery, of their intention to do so within twenty (20) days after receiving written notice from the Selling Member. The failure of all the remaining Members (or any one or more of them) to so notify the Selling Member of their desire to exercise this right of first refusal within said twenty (20) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company, or such portion of its interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser.

In the event the remaining Members (or any one or more of the remaining Members) give written notice to the Selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within twenty (20) days after receipt of written notification from the Selling Member of the third party offer to purchase.

(c) In the event of either the purchase of the Selling Member's interest in the Company by a third party purchaser or the gift of an interest in the Company (including an Economic Interest), and as a condition to recognizing one or more of the effectiveness and binding nature of any such sale or gift and (subject to Section 11.03 hereof, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents.

and to perform all such other acts which the remaining Members may deem necessary or desirable to:

(i) constitute such purchaser as a Member, donee or successor-in-interest as such;

(ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);

(iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iv) maintain the status of the Company as a partnership for federal tax purposes; and

(v) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article XI shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given, or, if no such consent was required pursuant to Section 11.02(e) hereof, then on such date that the donee or successor-in-interest complies with this Article. The Selling Member agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article XI.

(e) Subject to Section 11.03(c) hereof, a Transferring Member may gift all or any portion of its Membership Interest and Economic Interest without regard to Sections 11.02(a) and (b) hereof provided that the donee or other successor-in-interest (collectively, "donee") complies with Section 11.02(c) hereof and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendent (including adopted children). In the event of the gift of all or any portion of a Gifting Member's Membership Interest or Economic Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 25 years.

11.03 Transferee Not Member in Absence of Unanimous Consent.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, Section 11.02 hereof), if all of the remaining Members do not approve by unanimous written consent the proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

(c) The restrictions on transfer contained in this Section 11.03 are intended to comply (and shall be interpreted consistently) with any restrictions on transfer set forth in the North Dakota Act.

ARTICLE XII

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by a majority vote by the Majority Interest may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Members by a majority vote by the Majority Interest shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Board of Governors may, at its option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XIII

DISSOLUTION AND TERMINATION

13.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) when the period fixed for the duration of the Company shall expire pursuant to Section 2.05 hereof;

(ii) by the unanimous written agreement of all Members;

(iii) upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the last Member or occurrence of any other event which terminates the continued membership of the last Member in the Company (a "Withdrawal Event"); or

(iv) as otherwise provided in chapter 10-32.1, N.D.C.C.

(b) Notwithstanding anything to the contrary in this Operating Agreement, if a Member or Members owning voting Capital Interests which in the aggregate constitute not less than two-thirds of the voting Capital Interests vote to dissolve the Company at a meeting of the Company pursuant to Article VIII, then all of the Members shall agree in writing to dissolve the Company as soon as possible (but in any event not more than 20 days) thereafter.

(c) As soon as possible following the occurrence of any of the events specified in this Section 13.01 effecting the dissolution of the Company, the appropriate representative of the Company shall execute a notice of dissolution in such form as shall be prescribed by the North Dakota Secretary of State and file same with the North Dakota Secretary of State's office.

(d) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

(e) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by a majority vote by the Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Except as otherwise expressly

provided herein, a Resigning Member shall become an Economic Interest Owner. Damages for breach of this Section 13.01(e) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

13.02 Effect of Filing of Notice of Dissolution. Upon the filing by the North Dakota Secretary of State of a notice of dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until articles of dissolution and termination have been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

13.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Board of Governors shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Board of Governors shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Board of Governors may determine to distribute any assets to the Members in kind),

(ii) Allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article X hereof.

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingencies and foreseeable liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company).

(iv) Distribute the remaining assets in the following order:

(1) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and

Economic Interest Owners shall be adjusted pursuant to the provisions of Article X and Sections 9.03 and 9.04 hereof to reflect such deemed sale.

(2) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Board of Governors, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 13.03(b)(1) hereof. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Board of Governors shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

13.04 Articles of Dissolution and Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, articles of dissolution and termination shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the North Dakota Act. Duplicate originals of such articles of dissolution and termination shall be delivered to the North Dakota Secretary of State.

13.05 Effect of Filing of Articles of Dissolution and Termination. Upon the filing of the articles of dissolution and termination, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the North Dakota Act. The Board of Governors shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

13.06 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look

solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

14.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Board of Governors in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 10.09 hereof. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owners or their duly authorized representatives during reasonable business hours.

14.03 Application of North Dakota Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Dakota, and specifically the North Dakota Act.

14.04 Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

14.05 Amendments. This Operating Agreement may not be amended except by the unanimous agreement of all of the Members.

14.06 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

14.07 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

14.08 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

14.09 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.10 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.11 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.12 Heirs, Personal Representatives, Successors, and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, personal representatives, successors and assigns.

14.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

14.14 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14.15 Investment Representations. The undersigned Members and Economic Interest Owners, if any, understand (1) that the Membership Interests and Economic Interests evidenced by this Operating Agreement have not been registered under the Securities Act of 1933, the North Dakota Securities Act of 1951 or any other state securities laws (the "Securities Acts") because the Company is issuing these Membership Interests and Economic Interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering, (2) that the Company has relied upon the fact that the Membership Interests and Economic Interests are to be held by each Member for investment, and (3) that exemption from registration under the Securities Acts would not be available if the Membership Interests and Economic Interests were acquired by a Member with a view to distribution.

Accordingly, each Member and Economic Interest Owner hereby confirms to the Company that such Member and Economic Interest Owner is acquiring the Membership Interests and Economic Interests for such Member's and Economic Interest Owner's own account, for investment and not with a view to the resale or distribution thereof. Each Member and Economic Interest Owner agrees not to transfer, sell or offer for sale any portion of the Membership Interests or Economic Interests unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933 and under any applicable state securities laws or unless the holder of Membership Interests or Economic Interests delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member and Economic Interest Owner understands that the Company is under no obligation to register the Membership Interests or Economic Interests or to assist such Member or Economic Interest Owner in complying with any exemption from registration under the Securities Acts if such Member or Economic Interest Owner should at a later date wish to dispose of the Membership Interest or Economic Interest. Furthermore, each Member realizes that the Membership Interests and Economic Interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Membership Interest or Economic Interest has been beneficially owned and fully paid for by such Member or Economic Interest Owner for at least three years.

Prior to acquiring the Membership Interests and Economic Interests, each Member and Economic Interest Owner has made an investigation of the Company and its business and has had made available to each such Member and Economic Interest Owner all information with respect thereto which such Member needed to make an informed decision to acquire the Membership Interest or Economic Interest. Each Member and Economic Interest Owner considers himself or itself to be a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's or Economic Interest Owner's investment in the Membership Interest or Economic Interest.

CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing Operating Agreement, consisting of Thirty-One (31) pages including attached Exhibit(s), constitutes the Operating Agreement of AMI SILICA LLC adopted by the Members of the Company as of July 19, 2021.

MEMBERS:

JMAC ENERGY SERVICES LLC

By: _____

Name: _____



OPERATING AGREEMENT
AMI SILICA LLC

A NORTH DAKOTA LIMITED LIABILITY COMPANY

PAGE 30

EXHIBIT 1

Its:

ATHABASCA MATERIALS INC.

By:  _____

Name: Robert Beekhuizen, CEO

Its:

EXHIBIT A

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS OF AMI SILICA LLC

<u>Initial Member Contributions</u>	<u>Initial Capital Contribution</u>	<u>Voting Units</u>	<u>Capital Interest</u>
JMAC Energy Services LLC 1505 N. Miller St., Ste. 260 Wenatchee, WA 98801	\$10,000 in kind services	125,000	50.0%
Athabasca Minerals Inc. Canada Place, Suite 620 407 2 Street SW Calgary, AB Canada, T2P 2Y3	\$10,000 in kind services	125,000	50.0%
TOTAL:	\$20,000	250,000	100.0%

UNANIMOUS WRITTEN CONSENT
OF
MEMBERS OF AMI SILICA LLC
IN LIEU OF
ORGANIZATIONAL MEETING

The undersigned, being all of the members (the "Members") of AMI SILICA LLC, a North Dakota limited liability company (the "Company"), do hereby consent in writing pursuant to the applicable provisions of the North Dakota Uniform Limited Liability Company Act, as amended, to the adoption of the resolutions and to the Company actions hereinafter set forth and direct that they shall, in all respects, be deemed as valid Company actions as though such actions and resolutions had been duly approved and authorized at a formal organizational meeting (this "Written Consent").

1. Acceptance of Articles of Organization

RESOLVED, that the Articles of Organization of the Company, as filed with the Secretary of State of the State of North Dakota on June 2, 2021, be, and they hereby are, accepted and approved, and that the Certificate of Organization and Articles of Organization, be placed in the minute book of the Company.

FURTHER RESOLVED, that the Articles of Organization correctly state the registered office of the Company and that the person named therein as registered agent until subsequently changed by a resolution of the Company's Board of Governors (the "Board").

2. Approval of Operating Agreement

RESOLVED, that the Operating Agreement of the Company, in the form attached to this Written Consent (the "Operating Agreement"), be, and it hereby is, adopted as the Operating Agreement of the Company and that the Secretary is instructed to insert a original of such Operating Agreement, signed by the Members, in the minute book of the Company immediately following the filed photocopy of the Articles of Organization.

3. Ratification of Prior Actions

RESOLVED, that all actions taken by the promoters and organizers prior to the formation of this Company are hereby ratified, approved, confirmed, and adopted. The Company shall hereafter be bound by the activities of the promoters and organizers and shall accept the benefit of all agreements, arrangements, negotiations, and contracts that

UNANIMOUS WRITTEN CONSENT OF
MEMBERS OF AMI SILICA LLC IN
LIEU OF ORGANIZATIONAL MEETING
PAGE 1 OF 5

have been negotiated on behalf of the Company, by the promoters and organizers. The organization and other activities for which the organizer was responsible have been completed. The organizer is relieved of any further duties and responsibilities in that regard, and the Company and the Members indemnify and hold harmless the organizer for any loss, liability, or expense arising from his actions or conduct in such capacity.

4. Certificate of Membership Units

RESOLVED, that the form of certificate attached to this Written Consent is adopted as the form of certificate of units of membership interest for Company; and

FURTHER RESOLVED, that the Board of this Company be, and it hereby is, authorized to issue certificates of units of membership in the form as attached to this Written Consent.

5. Initial Capital Contribution/Issuance of Units

WHEREAS, the Company has received the following offers for the purchase of its membership interests.

RESOLVED, that this Company hereby accepts the offer of JMAC Energy Services LLC, to contribute services performed and to be performed in the amount of \$10,000 in consideration of this Company issuing to JMAC Energy Services LLC 125,000 fully paid and non-assessable units of its voting membership interests.

FURTHER RESOLVED, that this Company hereby accepts the offer of Athabasca Minerals Inc., to contribute services performed and to be performed in the amount of \$ 10,000 in consideration of this Company issuing to Athabasca Minerals Inc. 125,000 fully paid and non-assessable units of its voting membership interests.

FURTHER RESOLVED, that the Company issue and deliver to those entities upon receipt of the consideration described above, pursuant to the terms of the aforesaid offers, certificates representing the units of membership of the Company, each such units to include the units originally subscribed for by the subscribers to the membership interests of the Company.

FURTHER RESOLVED, that the Board of the Company be, and it hereby is, authorized, empowered, and directed to take any and all steps, and to execute and deliver any and all instruments in connection with consummating the transaction contemplated by the aforesaid offers and in connection with carrying the foregoing resolutions into effect.

FURTHER RESOLVED, that upon issuance of the certificates and payment of the consideration the units shall be deemed to be fully paid and non-assessable.

6. Authority to Open Bank Accounts

RESOLVED, that BMO Harris Bank, Napperville IL, be, and it hereby is, selected as depository for the monies, funds, and credit of this Company and that Mark Smith and Dana Archibald be, and they hereby are, authorized and empowered to draw checks (including checks payable to their own order or to bearer) on the above depository, against the account of the Company with the depository, upon the signature of two, and to endorse in the name of the Company and receive payment of all checks, drafts, and commercial papers payable to the Company either as payee or endorsee.

FURTHER RESOLVED, that the authority hereby conferred above shall remain in full force and effect until it shall have been revoked and until a formal written notice of such revocation shall have been given to and received by BMO Harris Bank.

FURTHER RESOLVED, that the certification of a majority of the Board as to the election and appointment of persons so authorized to sign such checks and as to the signatures of such persons shall be binding on this Company.

FURTHER RESOLVED, that the Board of this Company be, and it hereby is, authorized and directed to deliver to BMO Harris Bank a copy of these resolutions properly certified by them.

7. Authority to Pay Organizational Expenses

RESOLVED, that the Board is authorized and directed to procure all limited liability company books required by the State of North Dakota or necessary in connection with the business of the Company and are further authorized and directed to pay all fees and expenses incident to and necessary for the organization of the Company, and to reimburse those persons who have advanced said fees and expenses incident to and necessary for the organization of the Company, and to reimburse those persons who have advanced said fees and expenses on behalf of the Company.

8. Professional Services

- Trisura will supply Bonding for AMI Silica – Jonathan Hope is the main contact at Trisura.
- AMI Silica is still working to secure insurance – in the interim JMAC has secured it through Assured Partners and AMI is utilizing them to get a new policy.
- Athabasca Minerals Inc. is doing the accounting for AMI Silica. AMI Silica's auditors are Grant Thornton.

9. Board of Governors

RESOLVED, that the following individuals are elected to the Board to serve at the pleasure of the Members of the Company or until their successors are elected and qualified:

Jon McCreary	Governor contemplated by Section 5.03(a) of the Company's Operating Agreement
Todd Erickson	Governor contemplated by Section 5.03(a) of the Company's Operating Agreement
Robert Beekhuizen	Governor contemplated by Section 5.03(b) of the Company's Operating Agreement
Dana Archibald	Governor contemplated by Section 5.03(b) of the Company's Operating Agreement

10. Officers

RESOLVED, that the following individuals are elected as the Company's officers to serve at the pleasure of the Board or until their successors are elected and qualified:

Robert Beekhuizen	President
Todd Erickson	Vice President
Shela Pistoressi	Secretary
Mark Smith	Treasurer

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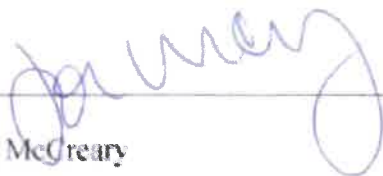
[Signature page – Unanimous Written Consent of Members of AMI Silica LLC in Lieu of Organizational Meeting.]

IN WITNESS WHEREOF, the undersigned Members have executed this unanimous Written Consent as of July 19, 2021, waiving all notice requirements whether provided by statute or otherwise.

MEMBERS:

JMAC ENERGY SERVICES LLC

By: _____



Name: Jon McCreary

Its: Owner

ATHABASCA MATERIALS INC.

By: _____



Name: Robert Beekhuizen

Its: Chief Executive Officer

UNANIMOUS WRITTEN CONSENT OF
MEMBERS OF AMI SILICA LLC IN
LIEU OF ORGANIZATIONAL MEETING
PAGE 5 OF 5

EXHIBIT 1

Amendment to the Operating Agreement for AMI Silica LLC, a limited liability company formed under the laws of North Dakota

February 16, 2022

We the Members of AMI Silica LLC do hereby amend the Operating Agreement as of this fifteenth day of February, 2022. This amendment of Article XIV, Miscellaneous Provisions, shall contain the following additional terms:

JMAC: JMAC Energy Services LLC and its affiliates

AMI: Athabasca Minerals Inc. and its affiliates

Parties: AMI and JMAC excluding AMI Silica LLC.

AMI Silica: 50/50 Joint Venture Partnership between AMI and JMAC

14.16 Most Favored Buyer Pricing. JMAC shall have the right and benefit of Most Favored Buyer pricing for any sand product purchases up to 50,000 tons per month, meaning that the JMAC shall have the right to purchase sand products FOB the Taylor or Humbird transload facilities at the lowest prices available to any AMI Silica LLC customer at that time, including customers with long-term agreements or spot pricing.

14.17 Rail Car Preference. AMI Silica will provide rail cars to JMAC for shipping sand to North Dakota for transportation up to 50,000 tons per month if demand is present. Over 50,000 tons per month will be allocated as determined by AMI Silica LLC. JMAC will endeavor to return rail cars as quickly as reasonably possible.

14.18 First Right of Refusal and Terms for Debt or Equity Capital. JMAC Energy Services and its affiliates shall have the first right of refusal to provide either/both debt or equity capital to AMI Silica LLC, at terms equivalent to the most favorable available to AMI Silica LLC in bona fide offers from reputable capital sources.

14.19 Accounting and Cash Management. All accounting and cash management duties of AMI Silica LLC shall be performed by JMAC Energy Services LLC or its affiliates. These services shall be performed at cost plus 15%.

14.20 Management Fee. AMI will provide Management and Engineering Support Services to AMI Silica LLC at cost plus 15%.

14.21 Exclusive Sales Territories. JMAC shall have the exclusive right to transload sand products in the state of North Dakota.

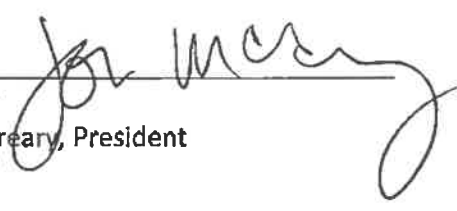
All other sections of the Operating Agreement remain in full force and effect.

The undersigned have duly executed this amendment to the Operating Agreement on the date first written above.

JMAC Energy Services LLC

By: _____

Jon McCreary, President

A handwritten signature in blue ink, appearing to read "Jon McCreary", written over a horizontal line.

Athabasca Minerals Inc.

By: _____

Robert Beekhuizen, CEO

A handwritten signature in blue ink, appearing to read "Robert Beekhuizen", written over a horizontal line.



TERMS AND CONDITIONS

February 16, 2022

Trisura Guarantee Insurance Company ("Trisura") is pleased to advise that Wilson M. Beck Insurance Services has arranged a bonding facility for AMI Silica LLC (the "Client") with the following terms and conditions:

BONDING FACILITY:

Reclamation Bond (Jackson County):	US \$6,292,578.59
Road Use Bond (Town of Curran):	US \$250,000.00
Railcar Sublease Bond (Schlumberger):	US \$5,000,000.00
General Performance Bond (Schlumberger):	US \$2,200,000.00

Requests for bonds in excess of the Facility will be considered on a case by case basis.

PROJECT DESCRIPTION:

Purchase and Operation of sand mine, wet sand processing facility, dry sand processing facility, sand storage facility, truck loadout, and associated facilities located at N8499 South Adams Road, Hixton, Wisconsin 54635, together with Hixton equipment. In addition, the rail loadout and associated facilities connecting the Union Pacific Railroad line located at W11296 County Line Road, Humbird, Wisconsin 54746, together with Humbird equipment. Furthermore, the rail loadout and associated facilities connecting to the Canadian National Railroad line located at N7696 N Davis Road, Taylor, Wisconsin 54659, together with Taylor equipment.

RATES AND FEES:

Facility Administration Fee: \$5,000 (annually invoiced, starting upon bond issuance)

Annual Rate: 2.5% of bond penalty.

The annual rates are for a one year period, beginning effective date of the bond. Renewal premiums shall be payable at each anniversary date of the effective date. Any increase in the total Bond Penalty will result in an increase in the premium on a pro rata basis based on the effective date of bond. Bond premium will be considered fully earned upon issuance or renewal of the bonds.

PRECEDENT CONDITIONS:

- Copies of their CGL policy with Sudden and Accidental Pollution Coverage, or standalone EI policy with coverage for the new assets.
- Copies of all the required insurance policies/documents as per the Rail-Car Sublease Agreement.

REPORTING:

1. Fiscal year-end financial statements of JMAC Energy Services, LLC and Subsidiaries.
2. Annual report including statement of accounts outlining the payments made under the Rail-Car Sublease Agreement, and what amounts remain owing under the Agreement.

Upon issuance of Bond, Trisura Guarantee Insurance Company shall be notified, immediately, to any of the following occurrences:

- Any written request of change in Bond Amount
- Any significant changes to the Agreements bonded, including the reclamation plan and reclamation permits
- Any change of control of the Company
- Copies of any adverse written claims, complaints, notices or inquiries relating to the condition of its facilities and properties or compliance with Environmental Laws, which could reasonably be expected to have a Material Adverse Effect, and shall promptly cure, have dismissed or otherwise resolved to the satisfaction of Trisura any actions and proceedings relating to any such compliance with Environmental Laws, except for those being diligently contested in good faith and by appropriate proceedings
- Any significant changes to the Company's Environmental Insurance Coverage
- Any lapse in Environmental Insurance Coverage
- Any default or event of default under the Company's Credit Agreement, and of the occurrence or existence of any event or circumstance that foreseeably will become a default or event of default and the action which the Company proposes to take or has taken with respect thereto
- Any significant changes to the existing bank terms and conditions
- Any significant disputes, liens, litigation, or impairment of assets (i.e. bad debts, fixed assets)
- Such additional financial or operating reports or statements, or other information as Trisura may reasonably require, from time to time

BANKING


- Deliver within 60 days of the end of each of its fiscal quarters (excluding the fourth quarter) and within 120 days of the end of each fiscal year a copy of the bank Compliance Certificate.
- Such additional financial or operating reports or statements, or other information as Trisura may reasonably request, from time to time.

INDEMNITY AND SECURITY:

1. The following companies shall execute Trisura's Indemnity Agreement, registered in Alberta and with UCC filings in Wisconsin and North Dakota:
 - AMI Silica LLC
 - Athabasca Minerals Inc.
 - JMAC Energy Services, LLC
 - JMAC Resources Inc.
 - JMAC Corporate Services, LLC(the "Indemnitors")
2. If Schlumberger, or any other creditor, requires collateral charges or mortgages on land, plant, or equipment of AMI Silica LLC, then the same security will need to be executed and provided to Trisura, with first ranking priority.
3. Authorization letter to disclose information to Trisura, as requested by Trisura from Schlumberger from time to time.


Thank you in advance and we look forward to supporting your client's bonding needs.

TRISURA GUARANTEE INSURANCE COMPANY

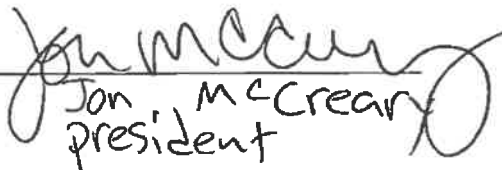
By: 
Name: Jonathan Hope
Title: Assistant Vice President, Surety

Dated: 2022-02-16

AMI SILICA LLC


By: _____
Name: Robert J. Beekhuizen
Title: President

JMAC RESOURCES INC.

By: 
Name: Jon McCreeary
Title: President

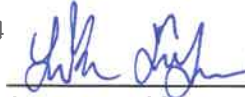
THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT
OF TODD ERICKSON.

SWORN BEFORE ME THIS 29TH DAY OF
FEBRUARY, 2024.

LUKE FRANKLYN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007514

My Commission Expires: February 24, 2027

February 27, 2024



A Notary Public in and for the State of Wisconsin

Colorado LF

VIA EMAIL

Fasken Martineau DuMoulin LLP
3400, 350 - 7 Avenue SW
Calgary, AB T2P 3N9

Attention: Robyn Gurofsky / Jessica Cameron

Re: In the Matter of the Notice of Intention to Make a Proposal of Athabasca Minerals Inc.
("Athabasca") et al
Court of King's Bench File No.: B301 009380

Attached please find copies of the Complaint, Exhibit 1, Civil Cover Sheet and Summons all filed in the United States District Court, District of North Dakota, Western Division. Could you please acknowledge service of the documents or, alternatively, advise where they may be served.

We are happy to discuss the foregoing with you at your convenience. These documents will also be attached as Exhibits to an Affidavit to be filed in the Canadian BIA proceedings.

Sincerely,

FIELD LLP



Douglas Nishimura
Partner

Cc: KSV Advisory Inc., Attention: Andrew Basi
Bennett Jones LLP, Attention: Michael Selnes



From: Jessica Cameron <jcameron@fasken.com>
Sent: February 28, 2024 10:25 AM
To: Elvina Hussein; Robyn Gurofsky
Cc: Michael Selnes; abasi@ksvadvisory.com; Kim Picard; Douglas Nishimura; Melissa Cook
Subject: RE: [EXT] JMAC Energy Services Inc. [FMD-CANADA.FID12789198]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Doug,

I understand that Athabasca Mineral Inc.'s US Attorney, Zachary Pelham, will be in touch with Hugh Brown regarding your request to accept service. I do not have instructions to accept service of same.

Jessica Cameron (She/Her)
Partner

T +1 403 261 9468 | jcameron@fasken.com
Fasken Martineau DuMoulin LLP

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF TODD ERICKSON.

SWORN BEFORE ME THIS 29TH DAY OF FEBRUARY, 2024.



LUKE FRANKLYN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007514
My Commission Expires: February 24, 2027

A Notary Public in and for the State of Wisconsin

Csbraks DE LF

From: Elvina Hussein <EHussein@fieldlaw.com>
Sent: Tuesday, February 27, 2024 3:42 PM
To: Robyn Gurofsky <rgurofsky@fasken.com>; Jessica Cameron <jcameron@fasken.com>
Cc: Michael Selnes <SelnesM@bennettjones.com>; abasi@ksvadvisory.com; Kim Picard <kpicard@fasken.com>; Douglas Nishimura <DNishimura@fieldlaw.com>; Melissa Cook <MCook@fieldlaw.com>
Subject: [EXT] JMAC Energy Services Inc.

{CAUTION: This email originated from outside of Fasken. Exercise care before clicking links or opening attachments.}

Good afternoon. In connection with the above noted matter, attached please find correspondence from Douglas Nishimura.

Kind regards,

Elvina Hussein

Legal Assistant
T 403-232-1797
F 403-264-7084
EHussein@fieldlaw.com

400 – 444 7 AVE SW
Calgary AB T2P 0X8
fieldlaw.com

FIELD LAW



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