Execution Copy

INVESTMENT AGREEMENT

THIS AGREEMENT made June 13, 2007,

AMONG:

MATCO CAPITAL LTD., a body corporate incorporated under the laws of the Province of Alberta ("**Matco**")

- and -

CAMPBELL RESOURCES INC., a corporation incorporated under the laws of Canada (the "**Parent**")

- and -

MSV RESOURCES INC., a wholly-owned subsidiary corporation of the Parent incorporated under the laws of the Province of Quebec (the "**Subsidiary**")

- and -

6479499 CANADA INC., a wholly-owned subsidiary corporation of the Parent incorporated under the laws of Canada (the "**Other Subsidiary**")

- and -

1329498 ALBERTA LTD., a subsidiary corporation of the Parent incorporated under the laws of the Province of Alberta (the "**Alberta Subsidiary**")

WHEREAS the Parent is the legal and beneficial owner of the issued and outstanding shares of the Subsidiary;

AND WHEREAS the Subsidiary is proposing to complete a corporate reorganization and to thereafter seek to source and pursue a corporate business opportunity, with the assistance of Matco;

AND WHEREAS the Parent wishes to provide for the purchase by Matco of a secured convertible debenture to be issued by the Alberta Subsidiary, such debenture to be convertible into approximately 75% of the Alberta Subsidiary Shares (and more particularly, to be convertible into 35% of the Alberta Subsidiary Voting Shares and all of the Alberta Subsidiary Non-Voting Shares) as herein provided.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of this Agreement and the mutual terms and conditions set forth herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), the Parties hereto agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement, including the recitals and Schedules attached to this Agreement, shall have the meanings specified for those terms below, and if no meaning is specified for a capitalized term below, then that term shall have the meaning provided for that term in the part of this Agreement in which that term is defined:

(a) "**Acquired Debenture**" means the secured convertible debenture of the Alberta Subsidiary, in substantially the form attached as Schedule "G" hereto, in the principal amount of $2,050,000 to be acquired by Matco and contemplated by this Agreement (such debenture being convertible into 35% of the Alberta Subsidiary Voting Shares and such number of Alberta Subsidiary Non-Voting Shares, as to represent approximately 75% of the Alberta Subsidiary Shares issued and outstanding after conversion);

(b) "**Acquisition Proposal**" has the meaning given to it in Section 4.3(a)(i) hereof;

(c) "**Agreement**", "**herein**", "**hereto**", "**hereof**" and similar expressions refer to this agreement, including the recitals to this agreement, and not to any particular article, section, subsection or other subdivision of this agreement, and include every agreement varying, modifying, amending or supplementing this agreement;

(d) "**Alberta Subsidiary Non-Voting Shares**" means the class of non-voting common shares of the Alberta Subsidiary authorized for issuance at the time of the incorporation of the Alberta Subsidiary;

(e) "**Alberta Subsidiary Note**" means a promissory note guaranteed by Matco, in substantially the form attached as Schedule "H" hereto, having a principal amount equal to the aggregate of any and all mining credits, GST/QST reimbursements and other amounts received by the Subsidiary pursuant to Tax legislation prior to the Dissolution Date which were accrued prior to the date of its issuance (net of any amounts payable, other than amounts assumed by the Other Subsidiary);

(f) "**Alberta Subsidiary Shares**" means all of the issued and outstanding shares in the capital of the Alberta Subsidiary, which at the Effective Time will consist only of common shares, assuming no changes in the share capital of the Alberta Subsidiary occur prior to or at the Effective Time other than as contemplated by the Reorganization;

(g) "**Alberta Subsidiary Voting Shares**" means the common shares of the Alberta Subsidiary;

(h) "**Applicable Laws**" means any statute, bylaw, rule or regulation or any judgment, order, writ, injunction or decree of any Governmental Entity to which a specified person or property is subject;

(i) "**Books and Records**" means all tax records, accounting and financial, minute books, share registers and other records relevant to the current or former business of a Person (whether or not in written, printed, electronic or computer printout form);

(j) "**Business Day**" means any day other than a Saturday or a Sunday or a statutory holiday in Alberta or in Quebec;

(k) "**Campbell Group**" has the meaning given to it in Section 6.1;

(l) "**CCAA Plan**" means the arrangement plan of the Subsidiary sanctioned by the Superior Court of Quebec on June 27, 2006;

(m) "**Change of Control**" in respect of a corporation means an acquisition of control in respect of a corporation within the meaning of the Tax Act;

(n) "**Claim**" means a Direct Claim or a Third Party Claim;

(o) "**Claim Information**" has the meaning given to it in Section 6.6;

(p) "**Claim Period**" has the meaning given to it in Section 6.5;

(q) "**Class H Note**" has the meaning given to it in Section 3.1(f)

(r) "**Closing Date**" means such date, following completion of the Reorganization, and on or prior to the Outside Date, as the Parties acting reasonably agree to in writing;

(s) "**Corporate Opportunity**" means a potential transaction or a series of potential transactions made available to the Alberta Subsidiary involving a corporate acquisition, asset acquisition, arrangement or other transaction or transactions pursuant to which the Alberta Subsidiary, or a successor thereof, would issue equity or debt, acquire assets or shares or complete another similar transaction provided that such transaction or series of transactions do not result in the Parent incurring any material obligations or financial liability as a consequence of such transaction or series of transactions;

(t) "**Debtco**" means the corporation incorporated pursuant to the laws of Québec as part of the Reorganization;

(u) "**Direct Claim**" has the meaning given to it in Section 6.4;

(v) "**Dissolution Date**" has the meaning given to it in Section 3.2;

(w) "**Effective Time**" means 9:00 a.m. (Calgary time) on the Closing Date;

(x) "**Encumbrances**" means all liens, charges, pledges, mortgages, security interests, claims, and other encumbrances of whatsoever nature and kind, whether actual or contingent;

(y) "**Environmental Condition**" means any circumstance arising from:

(i) a Release of any Hazardous Substance; or

(ii) a violation of any Environmental Laws or any Environmental Permits;

(z) "**Environmental Laws**" means all applicable statutes, regulations, ordinances, by-laws orders, interim directives, and all international treaties and agreements, now in force or existence in Canada (whether federal, provincial, or municipal) relating to the protection and preservation of the environment and occupational health and safety or Hazardous Substances, including, the *Canadian Environmental Protection Act (1999)* (Canada), the *Mining Act* (Québec) and the *Environmental Quality Act* (Québec);

(aa) "**Environmental Permits**" means all orders, permits, certificates, approvals, consents, registrations and licenses issued by any authority of competent jurisdiction under Environmental Laws;

(bb) "**Financial Statements**" means the financial statements of the Subsidiary for the three fiscal years ending December 31, 2006, December 31, 2005, and December 31, 2004;

(cc) "**GAAP**" means generally accepted accounting principles in effect in Canada including the accounting recommendations published in the Handbook of the Canadian Institute of Chartered Accountants;

(dd) "**Governmental Entity**" means any applicable court or tribunal in any jurisdiction or any federal, provincial, municipal or other governmental body, agency, authority, department, commission, stock exchange, board, instrumentality, official or tribunal thereof;

(ee) "**Hazardous Substance**" means any waste, contaminant, toxic substance, hazardous waste or dangerous good, as defined or regulated under any Environmental Laws, or pollutant which when Released to the environment is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health and includes without limitation any chlorinated hydrocarbon, petroleum hydrocarbon or any derivative or component thereof;

(ff) "**Liabilities**" means all indebtedness, liabilities and obligations of any kind whatsoever of the Subsidiary in respect of or relating to the assets, business, operations, contracts or commitments of the Subsidiary, whether actual or contingent, known or unknown, including any and all Losses;

(gg) "**Losses**" means, in respect of any matter, any and all claims, demands, actions, proceedings, causes of action, losses, damages, liabilities, deficiencies, interest, penalties, fines, and amounts paid in settlement, costs and expenses of every nature and kind whatsoever (including, without limitation, all legal fees rendered on a solicitor and his own client basis and other professional fees and disbursements) arising directly or indirectly as a consequence of such matter, other than consequential damages or economic loss;

(hh) "**Matco Purchase**" means the acquisition by Matco from the Alberta Subsidiary at the Effective Time of the Acquired Debenture pursuant to this Agreement;

(ii) "**Outside Date**" means August 31, 2007, or such later date as the Parties acting reasonably agree to in writing;

(jj) "**Parent Indebtedness**" means all outstanding debts owing from the Subsidiary to the Parent;

(kk) "**Parties**" means the parties to this Agreement and "**Party**" means any one of them;

(ll) **"Person"** means any individual, corporation, body corporate, partnership, joint venture, association, trust, Governmental Entity, or other legal entity;

(mm) **"Prior Period Taxes"** means all Taxes accrued, payable or owed by Subsidiary or any predecessor corporation thereto up to the Effective Time, including all Taxes due, payable or owed in respect of the taxation period ending on or immediately before the Effective Time;

(nn) **"Prime Rate"** means the rate of interest (expressed as a rate per annum) announced from time to time by the Royal Bank of Canada as the reference rate which is used by such bank for determining interest rates on Canadian dollar commercial loans made by it in Canada, as varied by such bank from time to time;

(oo) **"Purchase Price"** has the meaning ascribed to that term in Section 2.1;

(pp) **"Release"** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, migrating or disposing (including, but not limited to, the abandoning or discarding of barrels, containers and other materials or refuse containing any Hazardous Substance) of a Hazardous Substance into the environment;

(qq) **"Remaining Assets"** means the Tax Attributes and all copies of the documentation related to, and supporting, the Tax Attributes together with any mining tax credits, entitlement to GST and QST refunds and other amounts receivable pursuant to Tax legislation;

(rr) **"Reorganization"** means the reorganization of the Subsidiary and related steps described in Article 3;

(ss) **"Representative"** has the meaning ascribed to that term in Section 4.4;

(tt) **"Tax"** or **"Taxes"** includes all taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Entity (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education, development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges) together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges;

(uu) **"Tax Act"** means the *Income Tax Act* (Canada);

(vv) **"Tax Attributes"** means the Subsidiary's cumulative Canadian development expenses, undepreciated capital cost and Canadian non-capital losses and computed in accordance with both federal and Quebec legislation; and

(ww) **"Third Party Claim"** has the meaning given to it in Section 6.4.

1.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or Schedule refers to the specified Article or Section of, or Schedule to, this Agreement.

1.3 Number and Gender

In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders.

1.4 Currency

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian dollars.

1.5 Accounting References

Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, the same shall be done in accordance with GAAP except where the application of such principles is inconsistent with, or limited by, the terms of this Agreement.

1.6 Statutory References

Except to the extent otherwise indicated, any reference in this Agreement to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time to time and any statute or regulation that supplements or supersedes such statute or regulations.

1.7 Conflict or Inconsistency

Wherever any provision, whether express or implied, of any Schedule hereto conflicts or is at variance with any provision in the main body of this Agreement, the provision in the main body shall prevail. Wherever any provision, whether express or implied, of this Agreement conflicts with or is at variance with any documentation issued in furtherance hereof, the provision of this Agreement shall prevail.

1.8 Schedules

The following Schedules are attached to and form part of this Agreement:

Schedule A	Representations of Parent and Subsidiaries
Schedule B	Representations of Matco
Schedule C	Disclosure Schedule
Schedule D	Consents and Approvals
Schedule E	Third Party Releases
Schedule F	Asset Transfer Agreement
Schedule G	Form of Acquired Debenture
Schedule H	Form of Alberta Subsidiary Note

ARTICLE II
PURCHASE AND SALE OF THE ACQUIRED SHARES

2.1 Purchase and Sale

Subject to the satisfaction of the conditions precedent set forth herein, Matco agrees to purchase the Acquired Debenture from the Alberta Subsidiary and the Alberta Subsidiary agrees to issue the Acquired Debenture to Matco at the Effective Time. The consideration payable for the Acquired Debenture shall be cash in the amount of $2,050,000 and the other covenants of this Agreement (the "**Purchase Price**"). The Acquired Debenture shall be in substantially the form attached as Schedule "G" hereto.

ARTICLE III
REORGANIZATION

3.1 Reorganization of the Subsidiary

Forthwith after execution of this Agreement, the Parent, Subsidiary and Alberta Subsidiary shall proceed expeditiously to complete the Reorganization as follows:

(a) use its best efforts to satisfy all of the conditions of the CCAA Plan and take all other steps related to its implementation;

(b) complete the transfer by the Subsidiary of all of its assets (other than the Remaining Assets) to the Other Subsidiary which occurred pursuant to an asset purchase agreement effective as of April 1, 2007;

(c) in connection with the transfer of assets referenced in this Section 3.1:

   (i) obtain releases from the Ministry of Natural Resources and Wildlife with respect to all reclamation duties under approved reclamation plans, pursuant to Section 232.10 of the *Mining Act* (Québec);

   (ii) cause the transfer of all transferable certificates of authorization to the Other Subsidiary pursuant to the second paragraph of Section 22 of the Environment Quality Act (Québec);

   (iii) obtain releases in a form satisfactory to Matco, acting reasonably, for the Subsidiary from the third parties listed in Schedule E hereto;

   (iv) take the necessary steps to update the public registers and cancel the relevant registrations and inscriptions, including all registrations in favour of both the Royal Bank of Canada and Corporation Copper Rand at the Québec personal property security registry; and

(d) obtain the consents and approvals described in Schedule D;

(e) cause the Subsidiary or Alberta Subsidiary, as applicable, to hold in trust for the Other Subsidiary the benefit of any contracts or claims that are not assignable without consent until such consents are received as identified in Schedule D and thereafter complete the assignment of such contracts or claims to the Other Subsidiary, and in connection therewith the Parent, the Alberta Subsidiary and the Subsidiary will use their best efforts to obtain such consents and complete such assignments as expeditiously as possible and the Parent, Subsidiary and the Other Subsidiary will indemnify the Alberta Subsidiary against any obligations of or liabilities incurred by the Alberta Subsidiary in connection with such contracts or claims prior to the completion of such assignments;

(f) cause the Other Subsidiary to redeem the Class H share of the Other Subsidiary received by the Subsidiary in connection with the transfer of assets referenced in this Section 3.1 by the issuance of a promissory note to the Subsidiary having a principal amount equal to the fair market value of such Class H share (the "**Class H Note**");

(g) cause the Subsidiary to assign the Class H Note to the Parent in partial payment of the Parent Indebtedness;

(h) incorporate Debtco and arrange for the issue of one (1) common share, being all of its shares, to be held by the Subsidiary;

(i) cause Debtco to acquire all of the Parent Indebtedness from the Parent in consideration of the issuance of a promissory note having a principal amount equal to $2,050,000, such note being in a form acceptable to each of the Parent and Matco, acting reasonably;

(j) cause the wind-up of Debtco into the Subsidiary;

(k) transfer all shares of the Subsidiary owned by the Parent to the Alberta Subsidiary in exchange for ninety-nine thousand nine hundred ninety (99,990) common shares of the Alberta Subsidiary and the issuance of the Alberta Subsidiary Note to the Parent;

(l) cause the Alberta Subsidiary to provide to each of the directors and officers of the Alberta Subsidiary an indemnity, in form and substance as are consistent with the indemnity granted by the Parent to its directors and officers, in respect of all Losses that may be suffered by such directors and officers that arise from or relate to their conduct as officers and/or directors of the Alberta Subsidiary and maintain policies of directors and officers insurance as are consistent with the coverage and protection afforded by the Parent's own policies of insurance for directors and officers;

(m) reduce the issued and paid-up capital of the Subsidiary, without repayment of capital, and cause the commencement of the wind-up of the Subsidiary into the Alberta Subsidiary, in accordance with Section 3.2 hereof;

(n) file, and cause the Subsidiary, the Alberta Subsidiary and the Other Subsidiary to file, all such tax elections as may be necessary or desirable;

(o) cause to be prepared audited financial statements of the Subsidiary for the fiscal year ended December 31, 2006, provided that if the acquisition of the Acquired Debenture by Matco is completed, the reasonable costs for the preparation of such financial statements shall be for the account of Matco.

Matco shall be satisfied, acting reasonably, with all such transfer and assumption documentation and tax elections to be filed in connection therewith prior to execution or filing thereof, and the Parent agrees to provide Matco with copies thereof for its prior written approval. The Parent shall also provide Matco with copies of all executed and filed documentation after execution and filing thereof and certified copies of all necessary corporate resolutions, consents or agreements regarding such transfer and assumption.

3.2 Dissolution of the Subsidiary

Immediately following the Closing Date, the Alberta Subsidiary shall cause the Subsidiary to commence the winding-up of the Subsidiary into the Alberta Subsidiary with the final dissolution of the Subsidiary pursuant to the *Companies Act* (Québec) to occur on the earlier of: (i) as soon as possible after the receipt by the Subsidiary of the proceeds of the mining credits and GST/QST reimbursements and other amounts to be paid to the Subsidiary pursuant to Tax legislation; and (ii) December 31, 2008 (the "**Dissolution Date**"), and shall provide Matco with filed copies of all documentation evidencing the dissolution of the Subsidiary. The Parent may extend the Dissolution Date for up to 60 days per extension upon written notice to Matco and to the Alberta Subsidiary provided that the Parent may extend the Dissolution Date twice on this basis and the Parent shall pay to Matco an extension fee of $50,000 in respect of each extension. Such fees shall be deemed to be fully earned upon receipt as a fair assessment of the damages incurred by Matco as a result of such extension and shall be non-refundable.

3.3 Directors of the Alberta Subsidiary

The Parent shall exercise its best efforts to ensure that a nominee of Matco is added to the board of directors of the Alberta Subsidiary and that such nominee, along with André Y. Fortier (the "**Campbell Nominee**") shall be the sole directors of the Alberta Subsidiary, effective as of the Effective Time. The Parent shall exercise its best efforts to cause the Campbell Nominees to continue as directors of the Alberta Subsidiary until the closing of a subsequent sale, assignment, repayment or conversion of the Acquired Debenture, at which time it shall exercise its best efforts to cause each of the Campbell Nominees to resign as an officer and director and provide a mutual release of all claims he or she may have against the Alberta Subsidiary and vice versa, other than claims in respect of indemnification.

ARTICLE IV
COVENANTS OF PARENT AND SUBSIDIARIES

4.1 Covenants During Certain Periods

From the date hereof until the repayment, conversion or further sale or assignment of the Acquired Debenture by Matco:

(a) the Parent shall cause the Subsidiary, the Alberta Subsidiary and the Other Subsidiary to, and the Subsidiary, the Alberta Subsidiary and the Other Subsidiary shall, observe, perform and comply in all material respects with all their respective covenants, agreements and obligations;

(b) other than as contemplated by this Agreement or on conversion of the Acquired Debenture, the Parent shall cause the Subsidiary and the Alberta Subsidiary not to, and the Subsidiary and the Alberta Subsidiary shall not, without the prior written consent of Matco:

   (i) issue any shares, options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of the Subsidiary or the Alberta Subsidiary;

   (ii) pledge, encumber or agree to pledge or encumber any shares of, the Subsidiary or the Alberta Subsidiary;

(iii) sell, transfer or dispose of or agree to sell, transfer or dispose of any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of the Subsidiary or the Alberta Subsidiary;

(iv) change or amend the constating documents or by-laws of the Subsidiary or the Alberta Subsidiary; or

(v) split, combine or reclassify any outstanding shares of the Subsidiary, or otherwise amend the terms of its share capital or the Alberta Subsidiary;

(c) other than as contemplated by this Agreement, the Parent shall not, and to the extent applicable the Subsidiary and the Alberta Subsidiary shall not except as contemplated by Article 3, without the prior written consent of Matco which shall not be unreasonably withheld:

(i) redeem or purchase any shares of the Subsidiary or the Alberta Subsidiary or reduce the stated capital of the Subsidiary or the Alberta Subsidiary or any of its outstanding securities;

(ii) reorganize, amalgamate, merge or continue the Subsidiary or the Alberta Subsidiary with any other Person;

(iii) take any action or make any commitment with respect to, or in contemplation of, any complete or partial liquidation, dissolution or other winding-up of the Subsidiary or the Alberta Subsidiary;

(iv) declare and/or pay dividends of the Subsidiary or the Alberta Subsidiary or reduce the capital of the Subsidiary or the Alberta Subsidiary except as such relate to the further distribution of the Purchase Price;

(v) take any action which may cause a Change of Control of the Alberta Subsidiary or the Subsidiary or otherwise reduce the value of the Tax Attributes;

(vi) take any action which would render or that reasonably may be expected to render the representations and warranties contained in Sections 14, 17, 20 and 21 of Schedule A to this Agreement untrue in any way;

(vii) enter into, assign, terminate or amend any contract or agreement in respect of the Alberta Subsidiary or the Subsidiary;

(viii) create any Encumbrance on any of the assets of the Alberta Subsidiary or the Subsidiary;

(ix) allow the Alberta Subsidiary or the Subsidiary to create, incur, guarantee, or assume any indebtedness for borrowed money or otherwise become subject to any liability or become liable or responsible for the obligations of any other Person;

(x) allow the Alberta Subsidiary or the Subsidiary to make any loans, advances, or capital contributions to, or investments in, any other Person;

(xi) change in any respect any of the accounting principles or practices used by the Alberta Subsidiary or the Subsidiary, except for any change required by reason of a concurrent change in GAAP;

(xii) make any material filing in respect of the Alberta Subsidiary or the Subsidiary with any Governmental Entity, except as required by Applicable Laws and then only to the extent required and with 10 days prior notice to Matco to the extent feasible;

(xiii) enter into any agreement related to Taxes owing by the Alberta Subsidiary or the Subsidiary, settle any claim or liability relating to any matter involving Taxes owing by the Alberta Subsidiary or the Subsidiary or consent to any claim or assessment relating to Taxes owing by the Alberta Subsidiary or the Subsidiary or any waiver of any limitation period for any such claim or assessment;

(xiv) transfer or otherwise alienate any aspect of the assets of the Alberta Subsidiary or the Subsidiary remaining after the completion of the Reorganization;

(xv) permit the Subsidiary or the Alberta Subsidiary to acquire any assets;

(d) the Parent covenants and agrees that it shall notify Matco of any fact which may create a material breach of a covenant, an impediment to the completion of the transaction (including the inability to satisfy a condition) or which may lead to a material adverse change in the Alberta Subsidiary or the Subsidiary;

(e) each of the Alberta Subsidiary and the Subsidiary shall not engage in any activity other than examining and pursuing a Corporate Opportunity and completing its obligations pursuant to this Agreement.

4.2 Covenants of the Subsidiaries

Immediately following the Closing Date, the Alberta Subsidiary shall cause the Purchase Price to be advanced to the Subsidiary and the Subsidiary shall pay such Purchase Price amount to the Parent in full satisfaction of all outstanding Parent Indebtedness, but for the Subsidiary Note.

4.3 Non-Solicitation

(a) From the date of this Agreement, other than as already publicly disclosed by the Parent, the Parent shall not, and shall cause the Alberta Subsidiary and the Subsidiary not to, through any officer, director, employee, representative or agent of the Parent, the Alberta Subsidiary, the Subsidiary or otherwise, without the prior written consent of Matco:

(i) solicit, initiate or encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) any inquiries or proposals regarding any merger, amalgamation, arrangement, take-over bid, sale of treasury shares or any similar transaction involving the Alberta Subsidiary or the Subsidiary (any of the foregoing inquiries or proposals being referred to herein as an "**Acquisition Proposal**"); or

(ii) provide any confidential information to, participate in any discussions or negotiations relating to any such transactions with, or otherwise cooperate with or assist or participate in any effort to take such action by, any Person or group in connection with the Alberta Subsidiary or the Subsidiary.

(b) The Parent shall, and shall direct and use reasonable efforts to cause its directors, officers, employees, representatives and agents to, immediately cease and cause to be terminated any discussions or negotiations with any parties, other than Matco, with respect to any actual, future or potential Acquisition Proposal.

(c) The Parent shall immediately notify Matco of any future Acquisition Proposal or any request following the date hereof for non-public information relating to the Alberta Subsidiary or the Subsidiary in connection with an Acquisition Proposal or for access to the properties, Books and Records of the Alberta Subsidiary or the Subsidiary by any Person that informs the Alberta Subsidiary or the Subsidiary that it is considering making, or has made, an Acquisition Proposal. Such notice to Matco shall be made, from time to time, orally and in writing and shall indicate such details of the proposal, inquiry or contact known to the Parent as Matco may reasonably request, including the identity of the Person making such proposal, inquiry or contact.

4.4 Access to Information

To the extent the following items are in its possession or control, and until the conversion, repayment or further sale or assignment of the Acquired Debenture:

(a) the Parent shall afford Matco's officers, employees, counsel, investment bankers, accountants and other authorized representatives and advisors (the "**Representatives**") access at all reasonable times to the Books and Records of the Subsidiary and to the Books and Records of the Parent (or any of its affiliates) in respect of the business and affairs of the Subsidiary;

(b) the Parent shall give Matco and its Representatives such copies and information with respect thereto as may be reasonably required and shall permit Matco to make such review of the Books and Records of the Alberta Subsidiary and the Subsidiary and the Books and Records of the Parent (or any of its affiliates) in respect of the business and affairs of the Subsidiary as Matco may see fit acting reasonably;

(c) the Parent shall also provide Matco and its Representatives with access to the Parent's management personnel that have knowledge of the Alberta Subsidiary and the Subsidiary and any prior business operations;

(d) the Parent, Subsidiary and Alberta Subsidiary will take such actions as are necessary to facilitate a debt or equity financing of Alberta Subsidiary in connection with a Corporate Opportunity proposed by Matco to occur after closing of the Reorganization, including attendance by their respective directors and officers, as necessary, at such due diligence sessions held as may reasonably be requested by Matco;

(e) the Parent shall prepare draft Tax returns for the Subsidiary in respect of the first taxation year ending after completion of the Reorganization, which shall be reviewed and approved by Alberta Subsidiary before being filed and, if outside review by tax advisors is required, Alberta Subsidiary shall pay for such review. Parent shall provide assistance to the Subsidiary and the Alberta Subsidiary in completing any filing, response to audit inquiry or any other matter relating to Prior Period Taxes.

For a period of five years after the conversion, repayment or further assignment of the Acquired Debenture, the Parent shall make available copies of such information and records related to the Tax Attributes and the historical activities of the Alberta Subsidiary and the Subsidiary as may be reasonably requested by the Alberta Subsidiary in order to permit the Alberta Subsidiary to complete financing, tax reporting or other activities related to its business.

ARTICLE V
REPRESENTATION AND WARRANTIES

5.1 Representations and Warranties of the Parent, the Subsidiary and the Alberta Subsidiary

(a) The Parent, the Subsidiary and the Alberta Subsidiary jointly and severally make the representations and warranties set forth in Schedule A to and in favour of Matco as at the date of this Agreement. The Parent, the Subsidiary and the Alberta Subsidiary shall further jointly and severally make the representations and warranties set forth in Schedule A to and in favour of Matco as at the Effective Time.

(b) The Parent and the Subsidiary hereby expressly acknowledge that Matco is relying on the representations and warranties of the Parent, the Subsidiary and the Alberta Subsidiary (as applicable) contained in this Agreement.

5.2 Matco Representations and Warranties

Matco makes the representations and warranties set forth in Schedule B to and in favour of the Parent as at the date of this Agreement and as at the Effective Time. Matco hereby expressly acknowledges that the Parent is relying on the representations and warranties of Matco contained in this Agreement and in any agreement, certificate or other document delivered pursuant hereto in connection with the completion of the transactions described herein.

5.3 Non-Waiver

Except where a Party has actual knowledge of a fact or occurrence, no investigations made by or on behalf of a Party hereto shall have the effect of waiving, diminishing the scope or otherwise affecting any representation or warranty made by any other Party hereto in or pursuant to this Agreement. No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.4 Survival

All representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall survive the closing of the purchase and sale contemplated hereunder.

ARTICLE VI
INDEMNIFICATION

6.1 Specific Indemnification by the Campbell Group

The Parent, Alberta Subsidiary and the Subsidiary (the "**Campbell Group**") shall jointly and severally indemnify and save harmless Matco and its directors and officers from all Losses suffered or incurred by Matco as a result of or arising directly or indirectly out of or in connection with:

(a) any breach or any inaccuracy of any representation or warranty contained in this Agreement subject to compliance with the requirements of Section 6.5; and

(b) any breach or non-performance by any member of the Campbell Group of any covenant or obligation to be performed by it that is contained in this Agreement.

Notwithstanding the above, Matco and any successor or assign thereof shall not be entitled to be indemnified by any members of the Campbell Group in relation to (i) any Claim by a Governmental Entity that would have a negative impact on the Tax Attributes or (ii) any Claim with respect to the repayment of the Acquired Debenture.

6.2 General Indemnification by the Campbell Group

Each of the members of the Campbell Group (other than the Alberta Subsidiary) shall jointly and severally indemnify and save harmless Matco from and against all Losses and all liabilities (whether accrued, actual, contingent or otherwise), claims and demands whatsoever pursuant to Third Party Claims in connection with the Alberta Subsidiary, the Subsidiary or the conduct of the business of the Subsidiary, to the extent relating to matters that occurred or accrued on or prior to the Effective Time, whether or not any such matter was reasonably discoverable prior to the Effective Time. Without limiting the foregoing, the foregoing shall apply to:

(a) all Third Party Claims arising in connection with Environmental Conditions or breaches of Environmental Laws by the Campbell Group (other than the Alberta Subsidiary) prior to the Closing Date, whether or not disclosed to the Alberta Subsidiary or Matco; and

(b) all liabilities for GST/QST or withholding taxes accrued, payable or owed by the Subsidiary or any predecessor corporation thereto up to the Effective Time.

Notwithstanding the above, Matco shall not be entitled to be indemnified by any members of the Campbell Group in relation to any Claim by a Governmental Entity that would have a negative impact on the Tax Attributes.

6.3 Indemnification by Matco

Matco shall indemnify and save harmless the Campbell Group from all Losses suffered or incurred by the Campbell Group as a result of or arising directly or indirectly out of or in connection with:

(a) any breach by Matco of, or any inaccuracy of, any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto, subject to compliance with the requirements of Section 6.5; and

(b) any breach or non-performance by Matco of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

6.4 Notice of Claim

In the event that a Party (the "**Indemnified Party**") shall become aware of any Loss in respect of which the other Party or Parties (the "**Indemnifying Party**") agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify whether the claim arises as a result of a claim by a Person other than the