
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 5, 2011**

CLEAN HARBORS, INC.

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other jurisdiction
of incorporation)

01-34223
(Commission
File Number)

04-2997780
(IRS Employer
Identification No.)

**42 Longwater Drive, Norwell,
Massachusetts**
(Address of principal executive offices)

02061-9149
(Zip Code)

Registrant's telephone number, including area code **(781) 792-5000**

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On April 5, 2011, Clean Harbors, Inc. (“Clean Harbors”), Clean Harbors Industrial Services Canada, Inc. (“Purchaser”), and Peak Energy Services Ltd. (“Peak”), signed an acquisition agreement dated as of April 5, 2011 (the “Acquisition Agreement”) which provides that, subject to the terms and conditions contained in the Acquisition Agreement, Clean Harbors will acquire Peak, which is a diversified energy services company. Through its various operating divisions, Peak provides drilling and production equipment and services to its customers in the conventional and unconventional oil and natural gas industries in western Canada and the United States, including the oil sands region of western Canada. Peak also provides water technology solutions to a variety of customers throughout North America. Peak employs approximately 900 people. Peak shares trade on the Toronto Stock Exchange under the symbol “PES.”

Under the terms of the Acquisition Agreement, Clean Harbors will pay approximately CAD \$161 million in cash (CAD \$0.95 for each Peak share other than the approximately 3.15% of Peak’s outstanding shares which Clean Harbors currently owns) including payments to holders of in-the-money Peak stock options, and assume Peak’s net debt which at March 31, 2011 is estimated to be approximately CAD \$35 million. Clean Harbors plans to fund the purchase of Peak from its available cash.

The Acquisition Agreement provides that the acquisition will take place through a plan of arrangement (the “Plan of Arrangement”) which will be subject to approval by the Court of Queen’s Bench of Alberta. The acquisition is also subject to approval by regulators and Peak shareholders, as well as other customary closing conditions, and is expected to be completed during the second quarter of 2011. Each of the directors and officers of Peak and Deans Knight Capital Management Ltd., collectively holding 53.6% of the issued and outstanding Peak shares, have entered into Voting and Lock-up Agreements with Clean Harbors pursuant to which such holders have agreed to vote such Peak shares in favor of the acquisition at the Peak shareholders’ meeting, expected to be held on May 25, 2011.

The Acquisition Agreement contains provisions that, among other things: (i) prohibit Peak from soliciting or initiating discussions regarding any other business combination or sale of material assets, subject to certain conditions; (ii) grant Clean Harbors the right to match competing unsolicited proposals; (iii) provide for a non-completion fee of CAD \$5.3 million, plus reimbursement of expenses up to CAD \$2.0 million, payable to Clean Harbors in certain circumstances if the Arrangement is not completed; and (iv) provide for a non-completion fee of CAD \$3.0 million, plus reimbursement of expenses up to CAD \$1.5 million, payable to Peak in certain circumstances if Clean Harbors is in material breach of its representations and warranties or covenants in the acquisition agreement.

Copies of the Acquisition Agreement (with the Plan of Arrangement attached as Schedule A thereto) and the Voting and Lock-up Agreements are filed as exhibits to this report and are incorporated herein by reference. The foregoing description of the terms of those agreements and the plan of arrangement is qualified in its entirety by reference to the full text of those Agreements and the Plan of Arrangement.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 2.7 Acquisition Agreement dated as of April 5, 2011, among Clean Harbors, Inc., Clean Harbors Industrial Services Canada, Inc., and Peak Energy Services Ltd. (including the Plan of Arrangement attached as Schedule A to such Agreement).
- 2.8 Form of Voting and Lock-Up Agreements made on April 5, 2011, between the executive officers and directors of Peak Energy Services Ltd., Clean Harbors, Inc., and Clean Harbors Industrial Services Canada, Inc.
- 2.9 Voting and Lock-Up Agreement made on April 5, 2011, between Deans Knight Capital Management Ltd., Clean Harbors, Inc., and Clean Harbors Industrial Services Canada, Inc.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Clean Harbors, Inc.
(Registrant)

April 7, 2011

/s/ James M. Rutledge
Executive Vice President and
Chief Financial Officer

ACQUISITION AGREEMENT

dated as of April 5, 2011,

among

CLEAN HARBORS, INC.,
a corporation incorporated
under the laws of Massachusetts (“**Parent**”),

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.,
a corporation incorporated
under the laws of Alberta (“**Purchaser**”),

and

PEAK ENERGY SERVICES LTD.,
a corporation amalgamated
under the laws of Alberta (“**Peak**”)

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ACQUISITION AGREEMENT

ACQUISITION AGREEMENT dated as of April 5, 2011, among **CLEAN HARBORS, INC.**, a corporation incorporated under the laws of Massachusetts, United States ("**Parent**"), **CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.**, a corporation incorporated under the laws of Alberta, Canada ("**Purchaser**"), and **PEAK ENERGY SERVICES LTD.**, a corporation amalgamated under the laws of Alberta, Canada ("**Peak**").

WHEREAS, (i) the board of directors of Parent has deemed it advisable and in the best interests of its shareholders and (ii) the board of directors of Peak has deemed it fair to the shareholders of Peak and in the best interests of Peak, upon the terms and subject to the conditions set forth herein, for Purchaser to acquire all of the outstanding common shares of Peak pursuant to the plan of arrangement provided for herein (the "**Plan of Arrangement**"); and

WHEREAS, in furtherance of such acquisition, the board of directors of each of Parent, Purchaser and Peak has approved the transactions contemplated by this Agreement, and Peak has agreed upon the terms and subject to the conditions set forth herein to (i) submit a special resolution, substantially in the form of Schedule B hereto (the "**Arrangement Resolution**"), to the holders of Peak common shares for approval, and (ii) submit the Plan of Arrangement to the Court of Queen's Bench of Alberta for approval;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I.

INTERPRETATION

Section 1.1. Definitions

In this Agreement, unless something in the subject matter or the context is inconsistent therewith:

"**ABCA**" means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, together with any amendments thereto and all of the regulations thereunder.

"**Acquisition Proposal**" means, other than the Arrangement and the transactions contemplated by this Agreement or any transaction to which Parent, Purchaser or an Affiliate of Parent or Purchaser is a party, any (i) proposal or offer (written or oral) relating to any merger, consolidation, amalgamation, take-over bid, tender offer, exchange offer, arrangement, recapitalization, liquidation, dissolution, share exchange, sale of assets representing 50% or more of the net income, revenues or assets of Peak and its Subsidiaries, taken as a whole (or any license, lease, long-term supply agreement or other arrangement having the same economic effect as a sale of assets representing 50% or more of the net income, revenues or assets of Peak and its Subsidiaries, taken as a whole), (ii) purchase or sale of shares or other securities of Peak or any of its Subsidiaries or rights or interests therein or thereto representing 50% or more of the voting securities of Peak (in terms of number of shares or voting power) in a single transaction or series of transactions, (iii) sale of any of its Subsidiaries representing 50% or more of the net

income, revenues or assets of Peak and its Subsidiaries, taken as a whole, (iv) similar transaction involving Peak and/or any of its Subsidiaries, (v) other transaction the consummation of which would reasonably be expected to impede, interfere with, prevent or materially delay the Arrangement, or (vi) proposal or offer to, or public announcement of an intention to, do any of the foregoing from any Person.

“**Affiliate**” has the meaning ascribed thereto in the Securities Act.

“**Agreement**” means this Acquisition Agreement as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Arrangement**” means the arrangement of Peak under Section 193 of the ABCA on the terms and subject to the conditions set out in the Plan of Arrangement.

“**Arrangement Resolution**” means the special resolution of the Peak Shareholders approving the Plan of Arrangement to be considered at the Peak Meeting, to be substantially in the form and content as set out on Schedule B.

“**Articles of Arrangement**” means the articles of arrangement of Peak in respect of the Arrangement, required by the ABCA to be sent to the Registrar after the Final Order is made.

“**Board**” and “**Board of Directors**” means the board of directors of Peak.

“**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta, Canada, or Boston, Massachusetts, United States.

“**Canadian GAAP**” means generally accepted accounting principles in Canada as in effect and as applicable to Peak as of December 31, 2010, consistently applied throughout the specified period and in the immediately prior comparable period, and for greater certainty is to exclude International Financial Reporting Standards (IFRS).

“**Certificate**” means the certificate or other confirmation of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA giving effect to the Arrangement.

“**Clean Team Agreement**” means the Clean Team Nondisclosure Agreement, dated as of the date hereof, between Parent, Peak and the Clean Team Participants (as defined in such agreement).

“**Closing Conditions**” has the meaning ascribed thereto in Section 2.4(a).

“**Closing Date**” has the meaning ascribed thereto in Section 2.4(a).

“**commercially reasonable efforts**” means, with respect to any Party, the agreement of such Party to cooperate and to use its reasonable efforts consistent with commercial practice without (a) payment or incurrence of any liability or obligation, other than reasonable expenses, or (b) the requirement to engage in litigation.

“**Commissioner**” means the Commissioner of Competition under the Competition Act.

“**Competition Act**” means the *Competition Act* (Canada), as amended from time to time and the rules and regulations promulgated thereunder.

“**Competition Act Notification**” means notification under the Competition Act of the transactions contemplated by the Arrangement pursuant to: (i) a request for an advance ruling certificate under section 102 of the Competition Act together with a request for a waiver pursuant to section 113(c) of the Competition Act and a request for a “no action” letter stating that the Commissioner of Competition does not, at that time, intend to make an application under section 92 of the Competition Act, if an advance ruling certificate is not issued; or (ii) if Purchaser and Peak agree that it is necessary and desirable, section 114 of the Competition Act.

“**Confidentiality Agreement**” means the letter agreement dated January 27, 2011 between Parent and Peak relating primarily to the provision, subject to the terms and conditions therein specified, of confidential information of Peak to Parent.

“**Contract**” means any contract, agreement, option, entitlement, license, franchise, lease, arrangement, commitment (contingent or otherwise), understanding or other right or obligation (written or oral).

“**Conversion**” means the conversion effective December 31, 2010 of Predecessor into Peak in accordance with a plan of arrangement which became effective as of that date.

“**Court**” means the Court of Queen’s Bench of Alberta.

“**Disclosure Letter**” means the letter of disclosure dated as of the date of this Agreement and signed by one or more officers of Peak and delivered to Parent.

“**Effective Time**” has the meaning ascribed thereto in the Plan of Arrangement.

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

“**Environmental Laws**” means all applicable Laws relating to public health and safety, noise control, pollution or the protection or preservation of the Environment or to the generation, production, installation, use, storage, treatment, transportation, Release or threatened Release or remediation of Hazardous Substances, including civil responsibility for acts or omissions with respect to the Environment, and all Permits issued pursuant to such Laws.

“**Environmental Reports**” has the meaning ascribed thereto in Section 3.1(v)(ii).

“**Expense Reimbursement Costs**” means and includes all documented, out of pocket expenses incurred in connection with the acquisition contemplated by this Agreement, including without limitation all attorneys, accountants, consultants, experts and investment banking fees and expenses incurred by a Party or any of its Affiliates in connection with or relating to the preparation, authorization, negotiation, execution and/or performance of this Agreement and the transactions contemplated thereby.

“**Fairness Opinion**” means the opinion of Peters & Co. Limited to the effect that, as of the date of such opinion, the consideration to be received by the Peak Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Peak Shareholders.

“**Final Order**” means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal.

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

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

“**including**” means including without limitation, and “**include**” and “**includes**” have a corresponding meaning.

“**Indebtedness**” means, without duplication, with respect to any Person (a) every obligation of such Person for borrowed money, secured or unsecured, (b) every obligation of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) every obligation of such Person under purchase money mortgages, conditional sale agreements or other similar instruments relating to purchased property or assets, (d) every capitalized lease obligation of such Person, (e) every obligation of such Person under interest rate cap, swap, collar or similar transactions or currency hedging transactions (valued at the termination value thereof), and (f) every obligation of the type referred to above of any other Person, the payment of which such first Person has guaranteed or for which such first Person is otherwise responsible or liable.

“**Interim Order**” means the interim order of the Court, as the same may be amended in respect of the Arrangement, as contemplated by Section 2.2.

“**Law**” or “**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the TSX and the NYSE), and the term “**applicable**” with respect to such Laws (including Environmental Laws and Securities Laws) and in a context that refers to one or more Parties, means such Laws as are applicable to

such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities.

“**Lease Documents**” has the meaning ascribed thereto in Section 3.1(n)(ii).

“**Leased Properties**” has the meaning ascribed thereto in Section 3.1(n)(ii).

“**Legal Actions**” has the meaning ascribed thereto in Section 3.1(l).

“**Lien**” means any hypothecation, mortgage, lien, charge, security interest, pledge, claim, encumbrance or adverse right or claim.

“**Material Contracts**” has the meaning ascribed thereto in Section 3.1(p)(i)(J).

“**material fact**” has the meaning ascribed thereto in the Securities Act.

“**MD&A**” has the meaning ascribed thereto in Section 3.1(h).

“**NYSE**” means the New York Stock Exchange.

“**Original Closing Date**” has the meaning ascribed thereto in Section 2.4(a).

“**Outside Date**” means June 30, 2011 or such later date as the Parties shall otherwise unanimously agree in writing.

“**Owned Real Properties**” has the meaning ascribed thereto in Section 3.1(n)(i).

“**Parent**” has the meaning ascribed thereto in the preamble to this Agreement.

“**Parent Plans**” means all health, welfare, supplemental unemployment benefit, bonus, profit sharing, deferred compensation, share purchase, share compensation, disability, pension or retirement plans and other employee or director compensation or benefit plans, policies, agreements or arrangements which are maintained by or binding upon Parent or any of its Subsidiaries or in respect of which Parent or any of its Subsidiaries has any actual or potential liability and with all applicable Laws relating thereto.

“**Parties**” means, collectively, Parent, Purchaser and Peak, and “**Party**” means any of them.

“**Peak**” has the meaning ascribed thereto in the preamble to this Agreement, provided that insofar as any of the representations, warranties and other provisions of this Agreement pertaining to Peak relate to periods prior to the effective date of the Conversion on December 31, 2010, the term “Peak” shall be deemed to include Predecessor.

“**Peak Amended and Restated Credit Agreements**” means, collectively, (i) the Third Amended and Restated Credit Agreement, dated as of January 1, 2011, among Peak, as Borrower, the Subsidiaries of Peak named therein, as Guarantors, and National Bank of Canada and the other Lenders party thereto, as Lender, and (ii) the Amended and Restated Loan

Agreement, dated January 1, 2011, among Peak, as Borrower, the Subsidiaries of Peak named therein, as Guarantors, and Integrated Private Debt Fund LP, as Lender.

“**Peak Audited Financial Statements**” has the meaning ascribed thereto in Section 3.1(i)(i).

“**Peak Circular**” means the notice of the Peak Meeting and accompanying Peak management information circular, including all schedules, appendices and exhibits thereto, to be sent to the Peak Shareholders in connection with the Peak Meeting, as amended, supplemented or otherwise modified from time to time.

“**Peak Common Shares**” means the common shares in the capital of Peak.

“**Peak Environmental Permits**” has the meaning ascribed thereto in Section 3.1(v)(i)(A).

“**Peak Intellectual Property Rights**” has the meaning ascribed thereto in Section 3.1(t).

“**Peak Material Adverse Effect**” means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate with other such changes, effects, events, occurrences, states of facts or developments, is both material and adverse to the financial condition, business, operations, results of operations, properties, assets, liabilities (including contingent liabilities), capitalization or prospects of Peak and its Subsidiaries taken as a whole; provided, however, that to the extent any change, effect, event, occurrence, state of facts or development is caused by or results from any of the following, it shall not be taken into account in determining whether there has been (or whether there could reasonably be expected to be) a “Peak Material Adverse Effect”: (a) conditions affecting the United States or Canadian economy generally, (b) conditions generally affecting the industries in which Peak and its Subsidiaries conduct their business (and not specifically relating to and having a disproportionate adverse effect on Peak and its Subsidiaries), (c) conditions directly caused by the actions of Parent or Purchaser or resulting from actions taken in accordance with a request or the consent of Parent made after the date hereof, (d) any change in the market price or trading volume of Peak’s securities, (e) any failure by Peak to meet published securities analyst estimates (but not any change, effect, event, occurrence, state of facts or development underlying such failure to the extent such change, effect, event, occurrence, state of facts or development would otherwise constitute a Peak Material Adverse Effect), (f) material worsening of market conditions caused by acts of terrorism or war occurring after the date hereof, (g) any change in Laws not specifically relating to and having a disproportionate adverse effect on Peak and its Subsidiaries, (h) any matter which has been publicly disclosed, as of the date hereof, by Peak or otherwise disclosed by Peak to Parent or Purchaser in the Disclosure Letter, (i) the announcement of the transactions contemplated by this Agreement or other communication by Parent or Purchaser of its plans with respect to the business of Peak or its Subsidiaries (including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with Peak or any of its Subsidiaries), and (j) any required changes in accounting principles.

“**Peak Meeting**” means the special meeting of Peak Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

“**Peak Option**” means an option to purchase Peak Common Shares granted under the Peak Share Option Plan.

“**Peak Organizational Documents**” has the meaning ascribed thereto in Section 3.1(b).

“**Peak Plans**” has the meaning ascribed thereto in Section 3.1(r)(i).

“**Peak Public Disclosure Record**” means all documents filed on SEDAR by either Predecessor or Peak after December 31, 2007 and before the date of this Agreement.

“**Peak Reports**” has the meaning ascribed thereto in Section 3.1(h).

“**Peak Shareholders**” means the holders of Peak Common Shares.

“**Peak Share Option Plan**” means the share option plan established by Peak with an effective date of December 31, 2010.

“**Peak Technology**” has the meaning ascribed thereto in Section 3.1(t).

“**Peak Termination Fee**” has the meaning ascribed thereto in Section 7.4(a)(i).

“**Permit**” means any license, permit, certificate, consent, order, grant, approval, classification, registration, flagging or other authorization of and from any Governmental Entity.

“**Permitted Liens**” means, in respect of any property or asset of Peak and its Subsidiaries at any time, any one or more of the following:

- (a) Liens for current Taxes and assessments not yet due and payable or Liens for income and similar taxes that are being contested in good faith and for which Peak has made adequate provision in accordance with Canadian GAAP;
- (b) inchoate mechanics’ and materialmen’s Liens for construction in progress which have not at such time been filed and which do not secure Indebtedness;
- (c) to the extent such Liens would not reasonably be expected to have a Peak Material Adverse Effect, (i) workmen’s, repairmen’s, warehousemen’s and carriers’ Liens arising in the ordinary course of business of Peak or a Subsidiary thereof consistent with past practice, and (ii) all Liens and other imperfections of title and encumbrances which would not reasonably be expected to materially interfere with the conduct of the business of Peak or a Subsidiary thereof;
- (d) rights reserved to or vested in any Governmental Entity by the terms of any lease, license, franchise, grant or permit, or by any statutory provision, to terminate the same,

to take action which results in an expropriation or condemnation, or to require annual or other payments as a condition to the continuance thereof;

(e) security given by such Person to a public utility or any Governmental Entity, when required by such utility or Governmental Entity in connection with the operations of such Person, in the ordinary course of business of Peak or a Subsidiary thereof;

(f) the reservations, limitations, exceptions, provisos and conditions, if any, expressed in the original grant from the Crown, including the reservation for mines and minerals in the Crown or in any other Person;

(g) the security interests arising pursuant to the Peak Amended and Restated Credit Agreements;

(h) assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of realty leases and Liens, rights and reversions reserved in any realty lease for rent, leasehold improvements or for compliance with the terms of such realty lease; and

(i) the interests of lessors under leases.

“**Person**” includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, Governmental Entity or any other entity, whether or not having legal status.

“**Plan of Arrangement**” means the plan of arrangement, substantially in the form of Schedule A and any amendments or variations thereto made in accordance with Section 8.3 hereof or Article 4 of the Plan of Arrangement.

“**Post-Signing Returns**” has the meaning ascribed thereto in Section 7.11(a).

“**Pre-Acquisition Transaction**” has the meaning ascribed thereto in Section 5.2(a).

“**Predecessor**” means Peak Energy Services Trust, an open-ended unincorporated trust established under the laws of the Province of Alberta, which prior to December 31, 2010 conducted the business of Peak.

“**Predecessor Performance Trust Units Plan**” means the performance units trust plan of Predecessor.

“**Predecessor Units**” means the trust units of Predecessor.

“**Predecessor Unit Option Plan**” means the unit option plan of Predecessor.

“**Properties**” has the meaning ascribed thereto in Section 3.1(n)(ii).

“**Purchaser**” has the meaning ascribed thereto in the preamble to this Agreement.

“**Registrar**” means the Registrar of Corporations appointed pursuant to Section 263 of the ABCA.

“**Regulatory Approvals**” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities required to consummate the Plan of Arrangement, including those set forth in Schedule C.

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

“**Required Vote**” has the meaning ascribed thereto in Section 2.3(b).

“**Response Period**” has the meaning ascribed thereto in Section 7.3(a)(ii).

“**Returns**” means all returns, reports, declarations, elections, designations, notices, filings, information returns and statements including all amendments, schedules, attachments or supplements thereto, whether tangible, electronic or other form, filed or required to be filed in respect of Taxes.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval available at www.sedar.com.

“**Securities Act**” means the *Securities Act* (Alberta) and the rules, regulations and published policies and instruments made thereunder.

“**Securities Authorities**” means the applicable Canadian and United States federal, provincial and state securities commissions, securities exchanges and other securities regulatory authorities.

“**Securities Laws**” means all applicable Canadian and United States federal, provincial and state securities laws, rules and regulations and published policies and instruments thereunder and all applicable rules of the TSX and the NYSE.

“**Subsidiary**” means, with respect to a specified Person, any Person of which at least 50% of the voting power ordinarily entitled to elect a majority of the board of directors or other managers thereof (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified Person and includes any Person over which such specified Person exercises direction or control or which is in a like relation to a Subsidiary.

“**Superior Proposal**” means any unsolicited bona fide written Acquisition Proposal made after the date hereof in accordance with the terms of this Agreement by a third party with whom Peak and its Subsidiaries deal at arm’s length (as such term is interpreted for purposes of

the Tax Act) (i) that relates to not less than 66²/₃% of the outstanding Peak Common Shares or all or substantially all of the assets of Peak and its Subsidiaries taken as a whole, (ii) that is reasonably capable of being completed without undue delay, taking into account to the extent considered appropriate by the Board, all financial, legal, regulatory and other aspects of such proposal and the Person making such proposal, (iii) which the Board determines, in its good faith judgment, after receiving the advice of its financial advisors, and after taking into account all the terms and conditions of the Acquisition Proposal, is on terms and conditions more favourable from a financial point of view to the Peak Shareholders than those contemplated by this Agreement (including any amendments to this Agreement agreed to in writing by Parent in accordance with Section 7.3), (iv) for which financing, to the extent required, is either fully committed or the Board reasonably believes such financing will be available and the possibility to be remote that any conditions to such financing will not be satisfied if the conditions to the Acquisition Proposal are satisfied or waived, and (v) is not subject to a due diligence condition.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder as now in effect and as may be amended from time to time prior to the Effective Time.

“**Taxes**” means (a) all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Entity or payable under any Laws, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all employment insurance, health insurance, workers’ compensation and Canada, Québec and other governmental pension plan premiums or contributions; and (b) any liability for the payment of any amounts of the type described in clause (a) above as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for Taxes of a predecessor entity.

“**Transaction Resolution**” has the meaning ascribed thereto in Section 5.2(b).

“**TSX**” has the meaning ascribed thereto in Section 2.8.

“**Voting and Lock-Up Agreements**” means the voting and lock-up agreements dated the date hereof between Parent and each of the Peak Shareholders named therein.

Section 1.2. Interpretation Not Affected by Headings

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

Section 1.3. Interpretation

In this Agreement words importing the singular number include the plural and vice versa, and words importing any gender include both genders and neuter. The term “third party” means any Person other than Peak, Parent, Purchaser or any of their respective Affiliates.

Section 1.4. Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action will be required to be taken on the next day which is a Business Day.

Section 1.5. Statutory References

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

Section 1.6. Currency

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

Section 1.7. Knowledge

In this Agreement, references to “the knowledge of Peak” means the actual knowledge, after reasonable inquiry, of the President and Chief Executive Officer and the Chief Financial Officer of Peak.

Section 1.8. Schedules

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

- Schedule A - Plan of Arrangement
- Schedule B - Special Resolution of the Peak Shareholders
- Schedule C - Regulatory Approvals

ARTICLE II.

THE ACQUISITION

Section 2.1. Arrangement.

The Parties agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

Section 2.2. Implementation Steps by Peak

Peak covenants in favour of Parent and Purchaser that Peak will:

(a) subject to the terms of this Agreement, as soon as reasonably practicable, but in any event not later than April 26, 2011 or such other date as is agreed to by Parent, apply in a manner reasonably acceptable to Parent under Section 193 of the ABCA for the Interim Order;

(b) subject to the terms of this Agreement and in accordance with the Interim Order, as soon as reasonably practicable, but in no event later than May 25, 2011 or such other date as is agreed to by Parent, convene and hold the Peak Meeting for the purpose of considering the Arrangement Resolution;

(c) subject to the terms of this Agreement, including, without limitation, Sections 7.2(d) and 7.3(a), not postpone or adjourn (other than a postponement or adjournment not exceeding five Business Days for the purpose of attempting to obtain the Required Vote) or cancel the Peak Meeting without Parent's prior written consent, except as required for quorum purposes, or to comply with requirements of applicable Law (including any disclosure obligations under applicable Laws, provided that Peak uses all reasonable efforts to comply with such Laws in a timely manner, but excluding applicable Laws governing fiduciary duties, which the Parties hereby agree are otherwise addressed in this Agreement) or by the Court;

(d) subject to the terms of this Agreement, use commercially reasonable efforts to solicit from holders of Peak Common Shares proxies in favour of the approval of the Arrangement Resolution including, without limitation, (i) using, if requested by Parent, one or more proxy solicitation services requested by Parent and at Parent's expense and (ii) co-operating with Persons engaged by Parent to solicit proxies in favour of the Arrangement Resolution;

(e) subject to the terms of this Agreement and obtaining such approvals as are required by the Interim Order, proceed with and diligently pursue the application to the Court for the Final Order; and

(f) subject to obtaining the Final Order and in accordance with Section 2.4, file the Articles of Arrangement and such other documents as may be required in connection therewith under the ABCA to give effect to the Arrangement.

Section 2.3. Interim Order

The notice of motion for the application referred to in Section 2.2(a) will request that the Interim Order provide:

(a) for the class of persons to whom notice is to be provided in respect of the Arrangement and the Peak Meeting and for the manner in which such notice is to be provided;

(b) that, subject to the approval of the Court, the requisite approval for the Arrangement Resolution will be 66²/₃ % of the votes cast on the Arrangement Resolution by

Peak Shareholders present in person or represented by proxy at the Peak Meeting (such approval described in this Section 2.3(b), the “**Required Vote**”);

(c) that the terms, restrictions and conditions of the by-laws and articles of Peak, including quorum requirements and all other matters, will apply in respect of the Peak Meeting;

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

(e) that the Peak Meeting may be adjourned or postponed from time to time by Peak without the need for additional approval of the Court; and

(f) confirmation of the record date for purposes of determining the Peak Shareholders entitled to receive materials and vote at the Peak Meeting in accordance with the Interim Order.

Section 2.4. Closing; Articles of Arrangement

(a) Unless the Parties shall otherwise unanimously agree in writing, the closing of the transactions contemplated hereby will take place at 10:00 a.m. (Eastern Time) on a date (the “**Closing Date**”) determined in accordance with this Section 2.4(a) at the Calgary, Alberta offices of Gowling Lafleur Henderson LLP, 1400 Scotia Centre, 700-2nd Street S.W., Calgary, Alberta, Canada. Subject to satisfaction or, where permitted, waiver of the conditions to the respective obligations of the Parties set forth in Article VI (the “**Closing Conditions**”), the Closing Date shall, unless the Parties shall otherwise unanimously agree in writing, be the first Friday which shall occur on or following the last of (i) June 10, 2011 (the “**Original Closing Date**”), and (ii) the satisfaction or waiver (subject to applicable Laws) of all of the Closing Conditions excluding conditions that, by their terms, cannot be satisfied until the Closing Date, and provided that such date shall not be later than the Outside Date.

(b) If the Arrangement closes on either the Original Closing Date or another Closing Date pursuant to the terms of this Agreement, the Articles of Arrangement will on that date be filed with the Registrar and, upon the issuance of a Certificate by the Registrar, the Articles of Arrangement will implement the Plan of Arrangement as of the Effective Time. As of the Effective Time, each Peak Share outstanding immediately prior to the Effective Time will be acquired by Purchaser and the Peak Options will be redeemed for cancellation on the terms provided in the Plan of Arrangement, and the Arrangement will, from and after the Effective Time, have all of the effects provided by applicable Laws, including the ABCA.

Section 2.5. Circular

Subject to Parent’s and Purchaser’s compliance with their respective obligations under Section 2.6, as promptly as is reasonably practicable after the execution and delivery of this Agreement, Peak will prepare the Peak Circular together with any other documents required by the ABCA, Securities Laws or other applicable Laws in connection with the Peak Meeting required to be filed or prepared by Peak, and, subject to Section 2.6(c), as promptly as is reasonably practicable after the execution and delivery of this Agreement, Peak will, unless

otherwise agreed by the Parties, cause the Peak Circular and other documentation required in connection with the Peak Meeting to be sent to the Peak Shareholders and filed as required by the Interim Order and applicable Laws. The Peak Circular will include (i) the recommendation of the Board that the Peak Shareholders vote in favour of the Arrangement Resolution unless such recommendation has been withdrawn, modified or amended in accordance with the terms of this Agreement and (ii) a copy of the Fairness Opinion.

Section 2.6. Preparation of Filings

(a) The Parties will co-operate in the preparation of any application for the Regulatory Approvals and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by the Parties to be necessary to discharge their respective obligations or otherwise advisable under applicable Laws in connection with the Arrangement and this Agreement as promptly as practicable hereafter.

(b) As part of the co-operation contemplated by Section 2.6(a), the Parties shall keep each other apprised of the status of any communications to the Competition Bureau including providing in advance of filing drafts of submissions, applications, notifications and material communications, and providing copies of any material communications from the Competition Bureau including any subsequent requests for information, and the Parties shall prepare and file promptly any additional information pursuant to such request. The Parties' counsel may review and exchange on an external counsel-only basis any confidential or competitively-sensitive information in order to prepare the application and in order to enable the parties to fulfill the conditions precedent relating to the Competition Act.

(c) The Parties will co-operate in the preparation, filing and mailing of the Peak Circular. Peak will provide Parent and its representatives with a reasonable opportunity to review and comment on the Peak Circular, including by providing on a timely basis a description of any information required to be supplied by Parent for inclusion in the Peak Circular, prior to its mailing to Peak Shareholders and filing in accordance with the Interim Order and applicable Laws. Parent and Purchaser acknowledge that whether or not such comments are appropriate or any revisions will be made as a result thereof to the Peak Circular will be determined solely by Peak, acting reasonably.

(d) Peak will ensure that the Peak Circular complies with the Interim Order and all applicable Laws and, without limiting the generality of the foregoing, that the Peak Circular does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances under which they are made (other than with respect to any information relating to and provided by Parent, Purchaser or their Affiliates). Peak will promptly inform Parent of any requests or comments made by Securities Authorities in connection with the Peak Circular.

(e) Parent will, on a timely basis, furnish to Peak such information concerning Parent, Purchaser or their Affiliates as may be reasonably required by Peak in the preparation of the Peak Circular and other documents related thereto, and Parent will ensure that the

information supplied by it for inclusion in the Peak Circular will, at the time of the mailing of the Peak Circular, not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made.

(f) Each of the Parties will, in the case of Peak only with respect to Peak and in the case of Parent and Purchaser only with respect to Parent and Purchaser, promptly notify the other if at any time before the Effective Time it becomes aware that the Peak Circular, an application for a Regulatory Approval or any other order, registration, consent, ruling, exemption, no-action letter or approval, any registration statement or any circular or other filing under applicable Laws contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances under which they are made, or of information that otherwise requires an amendment or supplement to the Peak Circular, such application, registration statement, circular or filing, and the Parties will co-operate in the preparation of such amendment or supplement as required, including the distribution and filing of such amendment or supplement by Peak.

(g) Peak will advise Parent as Parent may reasonably request and at least on a daily basis on each of the last seven Business Days prior to the Peak Meeting, as to the aggregate tally of the proxies received by Peak (including voting reports prepared by Broadridge) in respect of the Arrangement Resolution and any other matters to be considered at the Peak Meeting.

(h) Peak will give notice to Parent of the Peak Meeting and allow Parent's representatives and legal counsel to attend the Peak Meeting.

Section 2.7. Court Proceedings

Peak will provide Parent and its legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, including by providing on a timely basis a description of any information required to be supplied by Parent for inclusion in such material, prior to the service and filing of that material, and will accept the reasonable comments of Parent and its legal counsel. In addition, Peak will not object to legal counsel to Parent making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that Peak is advised of the nature of any submissions on a timely basis prior to the hearing. Peak will also provide legal counsel to Parent on a timely basis with copies of any notice of appearance and evidence served on Peak or its legal counsel in respect of the application for the Final Order or any appeal therefrom. Except as required by applicable Laws, Peak will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with Parent's prior written consent, such consent not to be unreasonably withheld or delayed; provided that nothing herein will require Parent to agree or consent to any increased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases Parent's or Purchaser's obligations set forth in any such filed or served materials.

Section 2.8. Public Communications

Peak and Parent shall consult with each other prior to issuing any press releases or otherwise making public announcements with respect to the transactions contemplated by this Agreement. Neither Peak nor Parent will issue any press release or otherwise make public statements with respect to this Agreement or the Arrangement without the prior written consent of the other Party (which consent will not be unreasonably withheld or delayed); Peak will not make any filing with any Governmental Entity or with the Toronto Stock Exchange (the “TSX”) with respect thereto without prior consultation with Parent; and Parent will not make any filing with any Governmental Entity or with any stock exchange with respect thereto without prior consultation with Peak. However, the foregoing provisions of this Section 2.8 will be subject to each Party’s overriding obligation to make any disclosure or filing required under applicable Laws, and the Party making any such disclosure or filing will use its commercially reasonable efforts to give prior written notice to the other Party and reasonable opportunity for the other Party to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing), and, if such prior notice is not possible, to give such notice immediately following the making of any such disclosure or filing.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF PEAK

Section 3.1. Representations and Warranties

Contemporaneously with the execution and delivery of this Agreement, Peak is delivering to Parent the Disclosure Letter required to be delivered pursuant to this Agreement, which is deemed to constitute an integral part of this Agreement and to modify or supplement, as applicable, the representations and warranties of Peak contained in this Agreement. Peak will not be in breach of this Agreement as a result of a representation or warranty being inaccurate or incomplete if, by virtue of any disclosure in any part of the Disclosure Letter with a cross-reference to the applicable representation or warranty included or being reasonably apparent from the face of such disclosure, or of this Agreement, the true facts with respect to the representation or warranty have been disclosed in the Disclosure Letter. Peak represents and warrants to and in favour of Parent and Purchaser as follows and acknowledges that Parent and Purchaser are relying upon such representations and warranties in connection with entering into this Agreement:

(a) Board Approval. As of the date hereof, the Board, after consultation with its financial and legal advisors, has determined unanimously that the Arrangement is fair to the Peak Shareholders and is in the best interests of Peak and has resolved unanimously to recommend to the Peak Shareholders that they vote their Peak Common Shares in favour of the Arrangement. The Board has received the Fairness Opinion and has not been notified that such opinion has not been withdrawn, amended, modified or rescinded.

(b) Organization and Qualification. Peak and each of its Subsidiaries is a corporation duly incorporated, continued or amalgamated or an entity duly created and validly existing under the laws of its jurisdiction of incorporation, continuance, amalgamation or

creation and has the requisite corporate or other power and authority to own its assets as now owned and to carry on its business as it is now being conducted. Peak and each of its Subsidiaries is duly registered or otherwise authorized to do business and in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such registration necessary, except where the failure to be so registered or in good standing would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect or prevent or materially delay the Arrangement. Correct, current and complete copies of the articles of incorporation, continuance or amalgamation and by-laws (or the equivalent organizational documents), each as amended to date, of Peak and each of its Subsidiaries listed in Section 3.1(g) of the Disclosure Letter (collectively, the "**Peak Organizational Documents**") have been made available to Parent and its advisors.

(c) Authority Relative to this Agreement. Peak has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by Peak and the consummation by Peak of the transactions contemplated by this Agreement have been duly authorized by the Board, and no other corporate proceedings on the part of Peak are necessary to authorize the execution and delivery by it of this Agreement or any agreement ancillary hereto and the consummation by it of the transactions contemplated hereby and thereby, subject, in the case of completion of the Arrangement, to the receipt of the Required Vote and approval by the Court. This Agreement has been duly executed and delivered by Peak and constitutes a legal, valid and binding obligation of Peak enforceable against Peak in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(d) No Violations. Neither the execution and delivery of this Agreement by Peak, nor the consummation of the Arrangement by Peak, nor compliance by Peak with any of the provisions hereof will:

(i) subject to payment of the Indebtedness of Peak to be outstanding on the Closing Date under the Peak Amended and Restated Credit Agreements in accordance with the payoff letters or other written confirmations described in Section 6.2(f) and except where it would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect, violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which with or without notice or lapse of time or both, would constitute a default) under, or result in granting to a third party a right to reduce fees or other payments to Peak or any of its Subsidiaries under, or result in granting to a third party a right of first refusal, first opportunity, or other right or option to acquire properties or assets of Peak or any of its Subsidiaries under, or grant to a third party a right to force Peak or any of its Subsidiaries to purchase one or more assets under, or result in a right of termination or acceleration under, or result in the creation of any Lien upon, any of the properties or assets of Peak or any of its Subsidiaries or cause any Indebtedness of Peak or any of its Subsidiaries to come due before its stated maturity or cause any credit commitment to cease to be available or cause any payment or other obligation to be imposed on Peak or any of its Subsidiaries under, any of the terms, conditions or provisions of (A) the respective charters or

by-laws or other comparable organizational documents of Peak and its Subsidiaries or (B) any note, bond, mortgage, indenture, loan agreement, deed of trust, Lien, or other Contract to which Peak or any of its Subsidiaries is a party or to which Peak or any of its Subsidiaries, or any of their respective properties or assets may be subject or by which Peak or any of its Subsidiaries is bound; or

(ii) subject to obtaining the Regulatory Approvals and the Required Vote and compliance with the Interim Order and any approvals required thereunder, the Final Order and filings with the Registrar and compliance with any applicable Securities Laws, (A) violate in any material respect any Law applicable to Peak or any of its Subsidiaries or any of their respective properties or assets, or (B) cause the suspension or revocation of any material Permit currently in effect.

(e) Capitalization.

(i) The authorized share capital of Peak consists of an unlimited number of Peak Common Shares. As of the close of business on March 31, 2011, there were issued and outstanding: (A) 172,404,841 Peak Common Shares and (B) Peak Options to acquire up to 4,556,057 Peak Common Shares under the Peak Share Option Plan as described in Section 3.1(e) of the Disclosure Letter. There are no other options, warrants or other rights, shareholder rights plans, agreements or commitments of any character whatsoever requiring or which may require the issuance, sale or transfer by Peak of any shares of Peak (including Peak Common Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Peak (including Peak Common Shares).

(ii) All outstanding Peak Common Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Peak Common Shares issuable upon exercise of the Peak Options in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable. All of the outstanding Peak Common Shares and Peak Options have been issued in compliance, in all material respects, with all applicable Securities Laws.

(iii) Other than the Peak Options, there are no securities of Peak or of any of its Subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Peak Shareholders on any matter. Except as contemplated by the Plan of Arrangement, there are no outstanding contractual or other obligations of Peak to (A) repurchase, redeem or otherwise acquire any of its securities, or (B) make any investment in or provide any funds to (whether in the form of a loan, capital contribution or otherwise) any Person, other than a wholly-owned Subsidiary of Peak.

(f) Reporting Status and Securities Laws Matters. Peak is a “reporting issuer” under the applicable Securities Laws of each of the provinces of Canada and is not on any list of reporting issuers in default under the applicable Securities Laws of such provinces and is in compliance in all material respects with all applicable Securities Laws of such provinces. No delisting of, suspension of trading in or cease trading order is in effect under any applicable Securities Laws with respect to any securities of Peak and, to the knowledge of Peak, no inquiry or investigation (formal or informal) of any Securities Authority is ongoing or expected

to be implemented or undertaken with respect to Peak. No Subsidiary of Peak is subject to the continuous disclosure requirements under any Securities Laws.

(g) Ownership of Subsidiaries. Section 3.1(g) of the Disclosure Letter sets forth a complete and accurate list and/or chart of all direct and indirect Subsidiaries of Peak. All of the outstanding shares of capital and other ownership interests in each of Peak's Subsidiaries are duly authorized, validly issued, fully paid and non-assessable. Except pursuant to restrictions on transfer contained in constating documents or pursuant to existing financing arrangements involving Peak or its Subsidiaries, all of such shares and other ownership interests are owned directly or indirectly by Peak free and clear of all Liens other than Permitted Liens and are not subject to any proxy, voting trust or other agreement relating to voting, and there are no outstanding Contracts regarding the right or obligation to acquire any such shares or other ownership interests in or real properties of any of Peak's Subsidiaries. There are no outstanding contractual or other obligations of any Subsidiaries of Peak to (i) repurchase, redeem or otherwise acquire any of their respective securities or with respect to the voting or disposition of any outstanding securities of any Subsidiaries of Peak, or (ii) make any investment in or provide any funds to (whether in the form of a loan, capital contribution or otherwise) any Person, other than a wholly-owned Subsidiary of Peak.

(h) Predecessor and Peak Reports. Since December 31, 2007, Predecessor and Peak have filed with the Canadian Securities Authorities the material forms, reports and documents, including financial statements, management's discussion and analysis ("**MD&A**"), annual information forms, material change reports and management proxy circulars, including all exhibits, schedules, annexes and any amendments thereto (collectively, the "**Peak Reports**") required to be filed by Predecessor and Peak under applicable Securities Laws. The Peak Reports have been filed on SEDAR. The Peak Reports, at the time filed, complied in all material respects with the requirements of applicable Securities Laws and did not, at the time furnished or filed, contain any material misrepresentation (as defined in the Securities Laws, as applicable) or any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements, therein, in light of the circumstances under which they were made, not misleading.

(i) Peak Financial Statements.

(i) Peak's audited consolidated financial statements as at December 31, 2010, 2009 and 2008 and for the fiscal years then ended (the "**Peak Audited Financial Statements**"), including the notes thereto and related MD&A, included in the Peak Reports, were prepared in accordance with Canadian GAAP consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of Peak's independent auditors) and fairly present in all material respects the consolidated balance sheet, statement of operations and cash flow of Peak and its Subsidiaries as of the dates thereof and for the periods indicated therein and reflect reserves required by Canadian GAAP in respect of all material contingent liabilities, if any, of Peak and its Subsidiaries on a consolidated basis. There were no material changes in Peak's accounting policies, except as described in the notes to the Peak Audited Financial Statements at December 31, 2010.

(ii) The Conversion has been accounted for on a continuity of interest basis in accordance with Canadian GAAP consistently applied, and the Conversion did not result in a Peak Material Adverse Effect or any material adverse change relating to the assets, liabilities (including contingent liabilities) or capitalization of Peak from those described in the Peak Audited Financial Statements.

(j) Books, Records and Disclosure Controls.

(i) The records, systems, controls, data and information of Peak and each of its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Peak or such Subsidiary, except for any non-exclusive ownership or non-direct control that would not have a material adverse effect on the system of internal accounting control described in the following sentence. The statements in the certificates included in the Peak Reports of Peak's chief executive officer and chief financial officer relating to the internal control over financial reporting maintained by Peak and its Subsidiaries as being sufficient to provide reasonable assurance regarding the reliability of financial reporting and preparation of financial statements for Peak and its Subsidiaries in accordance with Canadian GAAP and as such standards are defined in National Instrument 52-109 are true and complete.

(ii) Peak's and each of its Subsidiaries' corporate records and minute books have been maintained in material compliance with applicable Laws and are complete and accurate in all material respects.

(k) Absence of Certain Changes. Since December 31, 2010, (i) Peak and each of its Subsidiaries have conducted their respective business in the ordinary course of business consistent with past practice, and (ii) there has been no Peak Material Adverse Effect. Neither Peak nor any of its Subsidiaries has any liability or obligation of any nature (whether accrued, absolute, contingent or otherwise), including any Contract to create, assume or issue any bond, debenture, note or other similar instrument or any Contract providing for the guarantee, indemnification, assumption or endorsement or any similar commitment with respect to the obligations, liabilities (contingent or otherwise) or Indebtedness of any other Person, which is (A) material to Peak and its Subsidiaries, taken as a whole, and (B) required by Canadian GAAP to be set forth in a consolidated balance sheet of Peak and its Subsidiaries or in the notes thereto, but has, individually or in the aggregate, not been reflected in the consolidated balance sheet of Peak and its Subsidiaries dated December 31, 2010 forming part of the Peak Audited Financial Statements, including the notes thereto, and the related MD&A filed under the Securities Laws, other than liabilities, indebtedness or obligations incurred by Peak and its Subsidiaries in the ordinary course of business since December 31, 2010.

(l) Litigation. Except as set forth in Section 3.1(l) of the Disclosure Letter, there are no material claims, actions, suits, demands, arbitrations, charges, indictments, hearings or other civil, criminal, administrative or investigative proceedings, or other investigations or examinations (collectively, "**Legal Actions**") pending or, to the knowledge of Peak, threatened, affecting Peak or any of its Subsidiaries or any of their respective properties or assets at law or in equity before or by any Governmental Entity or against any current or

former director or officer of Predecessor, Peak or any of their Subsidiaries in their capacities as directors or officers of Predecessor, Peak or any of their Subsidiaries. Neither Peak nor any of its Subsidiaries nor any of their respective assets or properties is subject to any outstanding judgment, order, writ, injunction or decree which would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(m) Taxes.

(i) Predecessor, Peak and each of their Subsidiaries have (A) duly and timely filed, or caused to be filed with all the appropriate Tax authorities, all Returns required to be filed by it prior to the date hereof, and all such Returns are true and correct in all material respects; (B) paid to the appropriate Tax authority on a timely basis all Taxes and all assessments and reassessments of Taxes due on or before the date hereof, other than Taxes the failure to pay which would not, individually or in the aggregate, reasonably be expected to have, a Peak Material Adverse Effect; (C) duly and timely withheld, or caused to be withheld, all Taxes and other amounts required by Law to be withheld by any of them (including Taxes and other amounts required to be withheld by any of them in respect of any amount paid or credited or deemed to be paid or credited by any of them for the account of any Person, including any employees, officers or directors and any non-resident Person) and duly and timely remitted, or caused to be remitted, to the appropriate Tax authority such Taxes and other amounts required by Law to be remitted by any of them, except to the extent that such failure would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect; and (D) duly and timely collected, or caused to be collected, all Taxes required by Law to be collected by any of them and duly and timely remitted to the appropriate Tax authority, except to the extent that such failure would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(ii) The unpaid Tax liability of Peak and its Subsidiaries did not, as of December 31, 2010, exceed the reserves and provisions for Taxes accrued but not yet due as reflected in the Peak Audited Financial Statements, and Taxes payable by Peak and its Subsidiaries to the Closing Date will not exceed such reserves as adjusted through the Closing Date in accordance with the past custom and practices of Predecessor, Peak and their Subsidiaries in filing their Returns.

(iii) Except as set forth in Section 3.1(m)(iii) of the Disclosure Letter, no deficiencies, litigation, proposed adjustments or matters in controversy with respect to Taxes have been asserted which remain unresolved at the date hereof, and no action, audit, investigation or proceeding for assessment, reassessment or collection of Taxes has been taken, asserted, or to the knowledge of Peak, threatened, against Predecessor or Peak or any of their Subsidiaries or any of their respective assets, except, in each case, as disclosed or provided for in the Disclosure Letter.

(iv) There are no outstanding elections, agreements or waivers extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of any Taxes of, or the filing of any Return or any payment of any Taxes by, Predecessor, Peak or any of their Subsidiaries.

(v) Peak is a “taxable Canadian corporation” as defined in the Tax Act.

(vi) There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of Peak and its Subsidiaries.

(vii) Neither Peak nor any of its Subsidiaries is a party to any indemnification, allocation or sharing agreement with respect to Taxes that could give rise to a payment or indemnification obligation (other than agreements among Peak and its Subsidiaries and other than customary Tax indemnifications contained in credit or loan agreements or other transactions entered into in the ordinary course), and neither Peak nor any of its Subsidiaries has any liability for the Taxes of any Person (other than Peak and its Subsidiaries) as a transferee or successor, by contract, or otherwise.

(n) Property.

(i) Each parcel of real property currently owned by, and material to the operations of, Peak or any of its Subsidiaries (collectively, the “**Owned Real Properties**”) is described in Section 3.1(n)(i) of the Disclosure Letter. Peak or its applicable Subsidiary as set out in Section 3.1(n)(i) of the Disclosure Letter owns good and marketable fee simple title to the Owned Real Properties, free and clear of all Liens, other than Permitted Liens. None of the Owned Real Properties is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any public authority with or without payment of compensation therefor, nor, to the knowledge of Peak, has any such condemnation, expropriation or taking been proposed. None of Peak or any of its Subsidiaries is in violation of any covenant, or not in compliance with any condition, restriction, zoning or land use Law or Permitted Lien, affecting any Owned Real Properties which violations or non-compliances would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(ii) Each parcel of real property currently leased or subleased by, and material to the operations of, Peak or any of its Subsidiaries from a third party (collectively, the “**Leased Properties**”) and together with the Owned Real Properties, the “**Properties**”) is set forth in Section 3.1(n)(ii) of the Disclosure Letter identifying the name of the entity (i.e., Peak or its Subsidiary) holding such leasehold interest and the documents under which such leasehold interests are held (collectively, the “**Lease Documents**”). Peak or its applicable Subsidiary holds good and valid leasehold interests in the Leased Properties, free and clear of all Liens other than Permitted Liens and the Lease Documents. Each of the Lease Documents is valid, binding and in full force and effect as against Peak or its Subsidiaries and, to the knowledge of Peak, as against the other party thereto. None of Peak or any of its Subsidiaries and, to the knowledge of Peak, any of the other parties to the Lease Documents, is in breach or violation or default (in each case, with or without notice or lapse of time or both) under any of the Lease Documents which breach, violation or default would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect, and none of Peak or any of its Subsidiaries has received or given any notice of default under any such agreement which remains uncured which would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect. To the knowledge of Peak, neither Peak nor any of its Subsidiaries is in violation of any covenant, or not in compliance with any condition, restriction, zoning or land use Law or

Permitted Lien, affecting any Leased Properties which violations or non-compliances would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(iii) Each of Peak and its Subsidiaries has good and sufficient title to such other real property interests, licenses, easements and rights of way permitting the use of land or premises by Peak and its Subsidiaries, necessary to permit the operation of their current businesses, as they are now being conducted, except for such failure of title in respect of such other real property interests, licenses, easements and rights of way as would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(iv) The Properties and all buildings and improvements thereon are in good operating condition and repair, subject to normal wear and tear. To the knowledge of Peak, there are no latent defects affecting any Property or the buildings or improvements thereon, other than those that would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(o) Personal Property. Peak and its Subsidiaries have good and marketable title to, or a valid and enforceable leasehold interest in, or license to, all personal property owned, used or held for use by them, except as would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect. Neither Peak's nor any of its Subsidiaries' ownership of or leasehold interest in any such personal property is subject to any Liens, except for Permitted Liens and Liens that would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(p) Contracts.

(i) Section 3.1(p) of the Disclosure Letter contains a list of the following Contracts, correct, current and complete copies of which have been provided to Parent:

(A) any lease of real property by Peak or any of its Subsidiaries, as tenant, with third parties providing for annual rentals of \$250,000 or more;

(B) any Contract under which Peak or any of its Subsidiaries is obliged to make payments on an annual basis in excess of \$250,000 in the aggregate;

(C) any partnership, limited liability company agreement, joint venture, alliance agreement or other similar agreement or arrangement relating to the formation, creation, operation, management, business or control of any partnership or joint venture which is not a wholly-owned Subsidiary of Peak and material to the business of Peak and its Subsidiaries, and any agreement between any such partnership or joint venture and Peak or any Subsidiary thereof;

(D) any Contract (other than among wholly-owned Subsidiaries of Peak) under which Indebtedness for borrowed money in excess of \$250,000 is outstanding or may be incurred by Peak or any of its Subsidiaries or pursuant to which any property or asset of Peak or any of its Subsidiaries is mortgaged, pledged or otherwise subject to a Lien (other than a Permitted Lien), or any Contract restricting the incurrence of Indebtedness by Peak or any of its Subsidiaries or the incurrence of Liens (other than Permitted Liens) on any Properties or any

securities of any Subsidiaries of Peak or restricting the payment of dividends or the transfer of any Owned Real Properties;

(E) any Contract that purports to limit in any material respect the right of Peak or any of its Subsidiaries (i) to engage in any line of business, or (ii) to compete with any Person or operate in any location;

(F) any Contract providing for the sale or exchange of, or option to sell or exchange, any Property with a fair market value in excess of \$250,000, or for the purchase or exchange of, or option to purchase or exchange, any Property with a fair market value in excess of \$250,000 entered into in the past 12 months or in respect of which the applicable transaction has not been consummated;

(G) any Contract entered into in the past 12 months or in respect of which the applicable transaction has not yet been consummated for the acquisition or disposition, directly or indirectly (by amalgamation, merger or otherwise), of assets (other than Contracts referenced in clause (F) of this Section 3.1(p)(i)) or capital or other equity interests of another Person for aggregate consideration in excess of \$250,000;

(H) any standstill or similar Contract currently restricting the ability of Peak or any of its Subsidiaries to offer to purchase or purchase the assets or equity securities of another Person;

(I) any material Contract with any present or former director, officer or employee of Peak or any of its Subsidiaries;
and

(J) any Contract (other than Contracts referenced in clauses (A) through (I) of this Section 3.1(p)(i)) which has been filed by Predecessor, Peak or any of their Subsidiaries with Securities Authorities and forming part of the Peak Public Disclosure Record (the Contracts described in clauses (A) through (J), together with all exhibits and schedules thereto, being the "**Material Contracts**").

(ii) None of Peak or any of its Subsidiaries or, to the knowledge of Peak, any of the other parties thereto, without inquiry of such parties, is in breach or violation of, or default (in each case, with or without notice or lapse of time or both) under, any Material Contract and none of Peak or any of its Subsidiaries has received or given any notice of default under any Material Contract which remains uncured and, to the knowledge of Peak, there exists no state of facts which after notice or lapse of time or both would constitute a default or breach of such Material Contract. All Material Contracts are in good standing and in full force and effect without modification (written or oral) thereto and Peak or one of its Subsidiaries is entitled to all benefits thereunder.

(iii) Except as has not and would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect, none of Peak, any of its Subsidiaries or, to the knowledge of Peak, without inquiry of such parties, any of the other parties thereto, is in breach or violation of, or default (in each case, with or without notice or lapse of time or both) under, any Contract (other than the Material Contracts) and none of Predecessor, Peak or any of their Subsidiaries has received or given any notice of default under

any such Contract which remains uncured, and, to the knowledge of Peak, there exists no state of facts which after notice or lapse of time or both would constitute a default or breach of any such Contract.

(q) Permits. Peak and each of its Subsidiaries has obtained and is in compliance with all Permits required by applicable Laws necessary to conduct their current businesses as they are now being conducted, other than where the absence of such Permits or the failure to comply would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(r) Pension and Employee Benefits.

(i) Predecessor, Peak and each of their Subsidiaries has complied, in all material respects, with the terms of all health, welfare, supplemental unemployment benefit, bonus, profit sharing, deferred compensation, share purchase, share compensation, disability, pension or retirement plans and other employee or director compensation or benefit plans, policies, agreements or arrangements which are maintained by or binding upon Peak or such Subsidiary or in respect of which Peak or any of its Subsidiaries has any actual or potential liability (including the Peak Share Option Plan, the Predecessor Unit Option Plan, the Predecessor Annual Incentive Program, the Predecessor Trust Unit Ownership Plan, the Predecessor Performance Trust Units Plan, and the Peak Employee Retirement Savings Plan) (collectively, the “**Peak Plans**”) and with all applicable Laws relating thereto.

(ii) All of the Peak Plans are and have been established, registered, qualified and, in all material respects, administered in accordance with all applicable Laws, and in accordance with their terms and the terms of agreements between Predecessor, Peak and/or any of their Subsidiaries, as the case may be, and their respective employees and former employees who are members of, or beneficiaries under, the Peak Plans.

(iii) All current obligations of Peak or any of its Subsidiaries regarding the Peak Plans have been satisfied in all material respects, and no Taxes are owing or eligible under any of the Peak Plans. All contributions or premiums required to be made or paid by Peak or any of its Subsidiaries, as the case may be, under the terms of each Peak Plan or by applicable Laws have been made in a timely fashion in accordance with applicable Laws in all material respects and in accordance with the terms of the Peak Plans.

(iv) Each Peak Plan is insured or funded as may be required by applicable Law and in good standing with such Governmental Entities as may be applicable and, as of the date hereof, no currently outstanding notice of under-funding, non-compliance, failure to be in good standing or otherwise has been received by Peak or any of its Subsidiaries from any such Governmental Entities. No Peak Plan provides any non-pension post-retirement or post-employment benefits. None of the Peak Plans are pension plans. None of Peak or any of its Subsidiaries would incur any material withdrawal liability from withdrawing from any multiemployer plan. Peak has an effective reservation of rights for each non-pension post-retirement or post-employment benefit plan which allows Peak to amend or terminate such plan, subject to applicable Law.

(v) No Peak Plan is subject to any pending investigation, examination or other proceeding, action or claim initiated by any Governmental Entity, or by any other Person (other than routine claims for benefits), and, to the knowledge of Peak, there exists no state of facts which after notice or lapse of time or both would reasonably be expected to give rise to any such investigation, examination or other proceeding, action or claim or to affect the registration or qualification of any Peak Plan required to be registered or qualified.

(vi) Except as disclosed in Section 3.1(r)(vi) of the Disclosure Letter, none of the execution and delivery of this Agreement by Peak or consummation of the Arrangement or compliance by Peak with any of the provisions hereof will result in any payment (including severance, unemployment compensation, bonuses or otherwise) becoming due to any director or employee of Peak or any of its Subsidiaries or result in any increase or acceleration of contributions, liabilities or benefits, or acceleration of vesting, under any Peak Plan or restriction held in connection with any Peak Plan.

(s) Compliance with Laws. Predecessor, Peak and each of their Subsidiaries have complied, in all material respects, with and are not, in any material respect, in violation of any applicable Laws. Without limitation of the foregoing, none of Predecessor, Peak or any of their Subsidiaries or, to the knowledge of Peak, any of their respective directors, executives, representatives, agents or employees, has (i) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic governmental officials or employees, (iii) violated or is violating any provision of the United States Foreign Corrupt Practices Act of 1977, (iv) established or maintained, or is maintaining, any unlawful fund of corporate monies or other properties, or (v) made any bribe, unlawful rebate, unlawful payoff, influence payment, kickback or other unlawful payment of any nature.

(t) Intellectual Property.

(i) Peak and its Subsidiaries own all right, title and interest in and to, or are validly licensed (and are not in material breach of such licenses) to use, all patents, trade-marks, trade names, service marks, copyrights, know-how, trade secrets, software, technology, and all other intellectual property and proprietary rights that are material to the conduct of the business, as presently conducted, of Peak and its Subsidiaries taken as a whole (collectively, the "**Peak Intellectual Property Rights**"). Section 3.1(t) of the Disclosure Letter sets forth the Peak Intellectual Property Rights that are owned or licensed by Peak or its Subsidiaries.

(ii) All of the Peak Intellectual Property Rights are sufficient for conducting the business, as presently conducted, of Peak and its Subsidiaries taken as a whole.

(iii) To the knowledge of Peak, there are no adverse claims or agreements with respect to the Peak Intellectual Property Rights and all such Peak Intellectual Property Rights are valid and enforceable and do not infringe in any material way upon any third parties' intellectual property and proprietary rights, and no event will occur as a result of the transactions contemplated hereby that would render invalid or unenforceable any such Peak Intellectual Property Rights.

(iv) To the knowledge of Peak, no third party is infringing upon such Peak Intellectual Property Rights in any material respect.

(v) All hardware, software and firmware, processed data, technology infrastructure and other computer systems used in connection with the conduct of the business, as presently conducted, of Peak and its Subsidiaries taken as a whole (collectively, the “**Peak Technology**”) are sufficient for conducting the business, as presently conducted, of Peak and its Subsidiaries taken as a whole.

(vi) Peak and its Subsidiaries own or have validly licensed (and are not in material breach of such licenses) the Peak Technology and have commercially reasonable virus protection and security measures in place in relation to such Peak Technology.

(vii) Peak and its Subsidiaries have reasonable back-up systems and a disaster recovery plan adequate to ensure the continuing availability of the functionality provided by the Peak Technology, and have ownership of or a valid license to the Peak Intellectual Property Rights necessary to allow them to continue to provide the functionality provided by the Peak Technology in the event of any malfunction of the Peak Technology or other form of disaster affecting the Peak Technology.

(u) Insurance.

(i) Peak and its Subsidiaries maintain policies or binders of insurance as are listed in Section 3.1(u) of the Disclosure Letter. Section 3.1(u) of the Disclosure Letter also contains a correct and complete description of all rights to indemnification now existing in favour of any present or former officer, director or employee of Predecessor, Peak or any of their Subsidiaries or in favour of any other Person, other than those provided in the ordinary course of business.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect, Peak and each of its Subsidiaries is covered by valid and currently effective insurance policies issued in favour of Peak or any of its Subsidiaries that Peak reasonably has determined to be prudent, taking into account the industries in which Peak and its Subsidiaries operate, and as is sufficient to comply with all applicable Laws.

(iii) Except as would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect, with respect to each insurance policy issued in favour of Peak or any of its Subsidiaries or pursuant to which Peak or any of its Subsidiaries is a named insured or otherwise a beneficiary under an insurance policy, (A) the policy is in full force and effect and all premiums due thereon have been paid, (B) neither Peak nor any of its Subsidiaries is in breach or default, and neither Peak nor any of its Subsidiaries has taken any action or failed to take any action which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification of, any such policy, (C) to the knowledge of Peak, no insurer on any such policy has been declared insolvent or placed in receivership, debt restructuring proceedings or liquidation, and no notice of cancellation or termination has been received by Predecessor, Peak or any of their Subsidiaries with respect to

any such policy, (D) to the knowledge of Peak, none of such policies will terminate or lapse by reason of the transactions contemplated by this Agreement, (E) no insurer under any such policy has cancelled or generally disclaimed liability under any such policy or indicated any intent to do so or not to renew any such policy, (F) there is no claim by Peak or any of its Subsidiaries pending under any such policy that has been denied or disputed by the insurer, and (G) all claims under such policies have been filed in a timely fashion.

(v) Environmental Matters.

(i) Except as set forth in Section 3.1(v)(i) of the Disclosure Letter:

(A) Peak and its Subsidiaries have obtained all Permits required under any Environmental Laws (“**Peak Environmental Permits**”) by Peak or any of its Subsidiaries in connection with the operation of their current businesses as they are now being conducted, except where the failure to so obtain such Permits would not result in liabilities that could reasonably be expected to exceed \$200,000 in aggregate;

(B) Peak and each of its Subsidiaries is in material compliance with all Peak Environmental Permits and has posted all appropriate financial assurance required pursuant to such Permits, except where the failure to so comply with such Permits would not result in liabilities that could reasonably be expected to exceed \$200,000 in aggregate;

(C) None of Predecessor, Peak or any of their Subsidiaries has received any notice of non-compliance with the Peak Environmental Permits or any notice regarding amendment or revocation of such Permits or amendment of any financial assurance posted pursuant to such Permits, which could reasonably be expected to result in liabilities in excess of \$200,000 in aggregate;

(D) None of Predecessor, Peak or any of their Subsidiaries has received any notice of non-compliance with any material Environmental Law and, to the knowledge of Peak, there are no facts which could reasonably be expected to give rise to a notice of non-compliance with any Environmental Law, which could reasonably be expected to result in liabilities in excess of \$200,000 in aggregate;

(E) None of Predecessor, Peak or any of their Subsidiaries has Released or permitted to be Released any Hazardous Substance on or to any real properties currently or formerly owned, leased or operated by Predecessor, Peak or any of their Subsidiaries, except in compliance with Environmental Law or that would not result in liabilities that could reasonably be expected to exceed \$200,000 in aggregate;

(F) None of Predecessor, Peak or any of their Subsidiaries has Released or permitted to be Released any Hazardous Substance on or to any real properties of third parties, except in compliance with Environmental Law or that would not result in liabilities that could reasonably be expected to exceed \$200,000 in aggregate;

(G) To the knowledge of Peak, there are no Hazardous Substances present on, at, in or under any of the real properties currently or formerly owned, leased or operated by Predecessor, Peak or any of their Subsidiaries, except in compliance with

Environmental Law or that would not result in liabilities that could reasonably be expected to exceed \$200,000 in aggregate;

(H) To the knowledge of Peak, there are no Hazardous Substances migrating off-site from any real properties currently or formerly owned, leased or operated by Predecessor, Peak or any of their Subsidiaries; and

(I) To the knowledge of Peak, Peak and each of its Subsidiaries have no continuing liability pursuant to any contract or agreement related to the presence, potential presence or Release of Hazardous Substances at any real properties formerly owned, leased or operated by Predecessor, Peak or any of their Subsidiaries.

(ii) Peak has made available to Parent and its advisors copies of all environmental assessments, reports, audits and other documents in its possession that relate to the current or past environmental condition of any real properties currently or formerly owned, leased or operated by Predecessor, Peak or any of their Subsidiaries ("**Environmental Reports**") and all such Environmental Reports are listed in Section 3.1(v)(ii) of the Disclosure Letter.

(iii) No Lien in favour of a Governmental Entity arising under Environmental Laws is pending or, to the knowledge of Peak, threatened, affecting Peak or any of its Subsidiaries or any real or personal property of Peak or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

(iv) Except as described in Section 3.1(v)(iv) of the Disclosure Letter, neither Predecessor, Peak nor any of their Subsidiaries has, since the organization of Predecessor, used for disposing of any Hazardous Substances any solid or hazardous waste treatment, storage or disposal facilities which are owned or operated by any third parties and located within the United States.

(w) Employment and Labour Agreements. None of Peak or any of its Subsidiaries is a party to or bound or governed by:

(i) except for the Contracts with those individuals listed in Section 3.1(w) of the Disclosure Letter, any employment, retention or change of control agreement with any officer or employee of Peak or any of its Subsidiaries or any written or oral agreement, arrangement or understanding providing for retention, severance or termination payments to any officer or employee of Peak or any of its Subsidiaries except, in the case of employees who are not officers or other management, as are customary in the ordinary course of business;

(ii) any collective bargaining or union agreement, or any actual or, to the knowledge of Peak, threatened application for certification or bargaining rights in respect of Peak or any of its Subsidiaries;

(iii) any labour dispute, strike or lock-out relating to or involving any employees of Peak or any of its Subsidiaries that would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect; or

(iv) any actual or, to the knowledge of Peak, threatened claim arising out of or in connection with employment by Peak or any of its Subsidiaries of any individual or the termination thereof which could, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect.

Peak has provided to Purchaser correct, current and complete copies (or descriptions, where applicable) of the Contracts referred to in clauses (i) and (ii) of this Section 3.1(w).

(x) Vote Required.

(i) The only vote of holders of securities of Peak necessary (under the Peak Organizational Documents, the ABCA, other applicable Laws or otherwise) to approve the Arrangement is, subject to any requirements of the Interim Order (including, if required, any vote of the holders of Peak Options), the Required Vote.

(ii) Except as provided in the Voting and Lock-Up Agreements, there are no shareholders agreements, registration rights agreements, voting trusts, proxies or similar agreements, arrangements or commitments to which Peak or any of its Subsidiaries is a party with respect to any shares or other equity interests of Peak or any of its Subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any equity securities of Peak or of any of its Subsidiaries.

(y) Customers. Section 3.1(y) of the Disclosure Letter sets forth the 20 largest customers by revenue of Peak and its Subsidiaries for the year ended December 31, 2010.

(z) Brokers and Finders. With the exception of fees payable to Peters & Co. Limited pursuant to an engagement letter agreement dated January 26, 2010, no broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission from, or to the reimbursement of any of its expenses by, Predecessor, Peak or any of their Subsidiaries in connection with this Agreement or the Arrangement.

(aa) United States Operations. The total book value of the assets of Peak and its Subsidiaries located within the United States as at December 31, 2010 was less than US \$66.0 million, and the aggregate revenue generated by Peak and its Subsidiaries from sales and services within or into the United States during the year ended December 31, 2010 was less than US \$66.0 million.

Section 3.2. Survival of Representations and Warranties

No investigation by or on behalf of, or knowledge of, Parent or Purchaser or any of their Affiliates will mitigate, diminish or affect the representations or warranties made by Peak in this Agreement or any certificate delivered by Peak pursuant to this Agreement. Parent or Purchaser shall promptly notify Peak if, at any time before the Closing Date, it becomes aware of: (i) anything that causes any of the representations or warranties of Peak set out in this Agreement to become materially untrue or inaccurate; or (ii) any material breach of any covenant, term or condition of Peak set out in this Agreement. The representations and warranties of Peak contained in this Agreement will not survive the completion of the Arrangement and will expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is

terminated in accordance with its terms. This Section 3.2 will not limit any covenant or agreement of Peak or any of its Subsidiaries which, by its terms, contemplates performance after the Effective Time or the date on which this Agreement is terminated, as the case may be.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF PARENT

Section 4.1. Representations and Warranties of Parent

Parent hereby represents and warrants to and in favour of Peak as follows and acknowledges that Peak is relying upon such representations and warranties in connection with entering into this Agreement:

(a) Organization and Qualification. Each of Parent and Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to own its assets as now owned and to carry on its business as it is now being conducted. Each of Parent and Purchaser is duly registered or otherwise authorized to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the Arrangement.

(b) Authority Relative to this Agreement. Each of Parent and Purchaser has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation by each of Parent and Purchaser of the transactions contemplated by this Agreement have been duly authorized by their respective boards of directors, and no other corporate proceedings on the part of either Parent or Purchaser are necessary to authorize the execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and Purchaser and constitutes a legal, valid and binding obligation of Parent and Purchaser enforceable against each of them in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) No Violations. Neither the execution and delivery of this Agreement by Parent and Purchaser, nor the consummation of the Arrangement by Parent and Purchaser, nor compliance by Parent and Purchaser with any of the provisions hereof will:

(i) violate, conflict with, or result in a breach of any material provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under (A) the articles of incorporation or by-laws governing Parent or Purchaser or (B) any material contract or other instrument or obligation to which Parent or Purchaser is a party or to which any of them, or any

of their respective properties or assets, may be subject or by which Parent or Purchaser is bound and, in each case, individually or in the aggregate would materially adversely affect Parent's or Purchaser's ability to perform its respective obligations under this Agreement, or subject to obtaining the Regulatory Approvals, violate any Law applicable to Parent or Purchaser or any of their respective properties or assets; or

(ii) subject to obtaining the Regulatory Approvals and, assuming compliance with the Interim Order and any approvals required thereunder, the Final Order, and filings with the Registrar and compliance with applicable Securities Laws, violate in any material respect any Law applicable to Parent or Purchaser or any of their respective properties and assets.

(d) Governmental Filings: No Violations. Other than filings, notices and/or approvals under (i) the Securities Laws, (ii) the Competition Act, (iii) and the antitrust and/or notification laws of any other jurisdiction, where required, no notices, reports or other filings are required to be made by Parent or Purchaser with, and no consents, registrations, approvals, permits or authorizations are required to be obtained by Parent or Purchaser from, any Governmental Entity, in connection with the execution and delivery of this Agreement by Parent and Purchaser and the consummation by Parent and Purchaser of the transactions contemplated by this Agreement and the Arrangement, except where the failure to make any such notice, report or filing or obtain any such consent, registration, approval, permit or authorization would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Parent and Purchaser to consummate the transactions contemplated by this Agreement and the Arrangement.

(e) Financing. Parent has financing sufficient to ensure that Purchaser will have available the required funds to consummate the Arrangement at the Effective Time.

(f) Information Supplied. None of the information supplied or to be supplied by Parent specifically for inclusion or incorporation by reference in the Peak Circular will (except to the extent revised or superseded by amendments or supplements contemplated thereby), at the date the Peak Circular is first mailed to the Peak Shareholders, at the time of the Peak Meeting or at the time of any amendment or supplement thereof, as amended or supplemented at such date or time, contain any misrepresentation or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they are made.

(g) Ownership of Purchaser. Parent indirectly owns all of the outstanding shares of capital stock of Purchaser.

(h) Brokers and Finders. Neither Parent nor any of its officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement and the Arrangement.

Section 4.2. Survival of Representations and Warranties

No investigation by or on behalf of, or knowledge of, Peak or any of its Affiliates will mitigate, diminish or affect the representations or warranties made by Parent and Purchaser in this Agreement or any certificate delivered by Parent pursuant to this Agreement. Peak shall promptly notify Parent if, at any time before the Closing Date, it becomes aware of: (i) anything that causes any of the representations or warranties of Parent set out in this Agreement to be materially untrue or inaccurate; or (ii) any material breach of any covenant, term or condition of Parent or Purchaser set out in this Agreement. The representations and warranties of Parent contained in this Agreement will expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms. This Section 4.2 will not limit any covenant or agreement of Parent or Purchaser which, by its terms, contemplates performance after the Effective Time or the date on which this Agreement is terminated, as the case may be.

ARTICLE V.

COVENANTS OF THE PARTIES

Section 5.1. Covenants of Peak Regarding the Conduct of Business

Peak covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, unless Parent otherwise agrees in writing (to the extent that such consent is permitted by applicable Law), or as is otherwise expressly permitted or specifically contemplated by this Agreement, the Plan of Arrangement or the Disclosure Letter, or as is otherwise required by applicable Law:

(a) The business of Peak and its Subsidiaries will be conducted only, and Peak and its Subsidiaries will not take any action except, in the usual and ordinary course of business consistent with past practices, and Peak will use all commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets, properties, employees, goodwill and business relationships.

(b) Peak will not, and will not permit any of its Subsidiaries to, directly or indirectly: (i) amend its articles, charter or by-laws or other comparable organizational documents; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of the Peak Common Shares owned by any Person or the securities of any Subsidiary owned by a Person other than Peak or a Peak Subsidiary; (iii) adjust, split, combine or reclassify its shares; (iv) issue, grant, sell or (with respect to the securities of its Subsidiaries only) cause or permit a Lien other than a Permitted Lien to be created on, or agree to issue, grant, sell or cause or (with respect to the securities of its Subsidiaries only) permit a Lien other than a Permitted Lien to be created on, any shares of Peak or its Subsidiaries, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of Peak or any of its Subsidiaries, other than (A) the issuance of Peak Common Shares issuable pursuant to the terms of the Peak Options outstanding on the date hereof, and (B) transactions between two or more Peak wholly-owned

Subsidiaries or between Peak and a Peak wholly-owned Subsidiary; (v) redeem, purchase or otherwise acquire or (with respect to the securities of its Subsidiaries only) subject to a Lien other than a Permitted Lien any of its outstanding securities or securities convertible or exchangeable into or exercisable for any such securities, unless otherwise required by the terms of such securities and other than in transactions between two or more Peak wholly-owned Subsidiaries or between Peak and a Peak wholly-owned Subsidiary; (vi) amend or modify the terms of any of its securities; (vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Peak or any of its Subsidiaries; (viii) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with the conversion from Canadian GAAP to International Reporting Standards (IFRS) or as set forth in Section 5.1(b) of the Disclosure Letter; (ix) make, rescind or change any material election relating to Taxes, settle (or offer to settle) any material Tax claim, audit, proceeding or reassessment, or enter into any agreement (including any waiver) with any governmental authority relating to Taxes; or (x) authorize or propose any of the foregoing, or enter into, modify or terminate any Contract with respect to any of the foregoing.

(c) Peak will promptly notify Parent in writing of (i) any circumstance or development that, to the knowledge of Peak, is or would reasonably be expected to have a Peak Material Adverse Effect or any change in any material fact set forth in the Disclosure Letter or, since December 31, 2010, in the Peak Public Disclosure Record, (ii) any circumstance or development with respect to any Legal Action affecting Peak or any of its Subsidiaries or affecting any of their respective properties or assets at law or in equity before or by any Governmental Entity, or against any current or former director or officer of Predecessor, Peak or any of their Subsidiaries in their capacities as directors or officers of Predecessor, Peak or any of their Subsidiaries that, to the knowledge of Peak, is or would, individually or in the aggregate, reasonably be expected to have a Peak Material Adverse Effect, and (iii) the occurrence of any loss, breakage or damage to assets of Peak or any of its Subsidiaries in excess of \$250,000 (irrespective of insurance or third party proceeds which have been or may be received in connection with such loss, breakage or damage); provided that the delivery of any such notification will not modify, amend or supersede any disclosure set forth in the Disclosure Letter or any representation or warranty of Peak contained in this Agreement or in any certificate or other instrument delivered in connection herewith and will not affect any right of Parent or Purchaser hereunder.

(d) Peak will not, and will not permit any of its Subsidiaries to, directly or indirectly, except, in the case of clauses (i), (ii), (iv), (v) and (vi) below, in the ordinary course of business consistent with past practice: (i) sell, pledge, lease, license, dispose of or cause or permit a Lien other than a Permitted Lien to be created on any assets (including the shares of any Subsidiary) of Peak or of any Subsidiary; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise) any corporation, partnership or other business organization or division thereof or any property or asset, or make any investment either by the purchase of securities, contributions of capital (other than to wholly-owned Subsidiaries), property transfer, or purchase of any property or assets of any other Person, or enter into or extend any option to acquire, or exercise an option to acquire, any real property, if any of the foregoing would reasonably be expected to be material to Peak and are otherwise not in the ordinary course of business consistent with past practice; (iii) except pursuant to the terms of the Peak Amended and Restated Credit Agreements, incur any

Indebtedness or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans or advances in excess of \$250,000; (iv) except for financing leases for light trucks included as capital expenditures under IFRS, make or commit to make capital expenditures that, together with capital expenditures made or committed to be made since December 31, 2010, are, in the aggregate, in excess of \$2,000,000 of Peak's 2011 capital expenditure budgeted as set forth in Section 5.1(d) of the Disclosure Letter; (v) take any action that would cause any of the representations or warranties set forth in Article III to be untrue as of the date of this Agreement or as of the Effective Time (except with respect to any representation or warranty that is made as of a specific date or time); (vi) pay, discharge or satisfy any material claims, liabilities or obligations other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Peak Audited Financial Statements; (vii) waive, release, grant or transfer any rights of material value; (viii) enter into a new line of business; or (ix) authorize or propose any of the foregoing, or enter into or modify any Contract to do any of the foregoing.

(e) Peak will not, and will not permit any of its Subsidiaries to, directly or indirectly, (i) enter into, amend or voluntarily terminate any Contract material to Peak and its Subsidiaries taken as a whole; (ii) enter into, amend or voluntarily terminate any Contract with any current director, officer or employee of Peak or any of their Subsidiaries; (iii) enter into or amend any Contract or series of Contracts resulting in a new Contract or series of related new Contracts or modifications to an existing Contract or series of related existing Contracts outside of the ordinary course of business, that would result in any Contract having a term in excess of 12 months and which is not terminable by Peak or its Subsidiaries upon notice of 90 days or less from the date of the relevant Contract or modification of such Contract, or impose payment or other obligations on Peak or any of its Subsidiaries in excess of \$250,000; (iv) enter into any Contract that would limit or otherwise restrict Peak or any of its Subsidiaries or any of their successors, or that would, after the Effective Time, limit or otherwise restrict Purchaser or any of its Affiliates or any of their successors, from engaging or competing in any line of business or in any geographic area; or (v) terminate, cancel or amend in any material respect any Material Contract.

(f) Other than as is necessary to comply with applicable Laws or Contracts, neither Peak nor any of its Subsidiaries will (i) grant to any officer or director of Peak or any of its Subsidiaries an increase in compensation in any form; (ii) except as set forth in Section 5.1(f) of the Disclosure Letter grant any general salary increase; (iii) take any action with respect to the grant of any severance or termination pay not in accordance with existing policies disclosed in the Disclosure Letter; (iv) enter into any employment agreement with any officer or director of Peak or any of its Subsidiaries; (v) increase any benefits payable under its current severance or termination pay policies; (vi) adopt or materially amend or make any contribution out of the ordinary course of business to any Peak Plan or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of directors, officers or employees or former directors, officers, employees of Predecessor, Peak or any of their Subsidiaries.

(g) Other than in the ordinary course of business consistent with past practice, Peak will not, and will not permit any of its Subsidiaries to, make any loans, advances or

capital contributions to, or investments in, or guarantees to, or grant rights of indemnification in favour of, any other Person other than to wholly-owned Subsidiaries, or make any loans to any director, officer or employee of Peak or any of its Subsidiaries.

(h) Peak will not, and will not permit any of its Subsidiaries to, waive, release, assign, settle or compromise (i) any Legal Action or any claim or liability other than in the usual and ordinary course of business consistent with past practice or (ii) any Legal Action that is brought by any current, former or purported holder of any securities of Predecessor or Peak in its capacity as such and that (A) requires any payment to such security holder by Peak or any of its Subsidiaries or (B) adversely affects in any material respect the ability of Peak and its Subsidiaries to conduct their business in a manner consistent with past practice.

(i) Peak will use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Peak or any of its Subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; provided that, subject to the provisions of Section 7.9, none of Peak or any of its Subsidiaries will obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months.

Section 5.2. Pre-Acquisition Transactions

(a) Subject to the provisions of Section 5.2(d), prior to the Effective Time, Peak agrees to (i) at Parent's expense, cooperate with and provide reasonable assistance to Parent in connection with Parent's planning for and implementation of any such reorganizations of the business, operations, assets or corporate structure of Peak and its Subsidiaries as Parent may request, acting reasonably (each a "**Pre-Acquisition Transaction**"), and (ii) at Parent's expense, use commercially reasonable efforts to implement in advance of the Effective Time any Pre-Acquisition Transaction as reasonably requested by Parent. At Parent's option, such Pre-Acquisition Transactions may include, without limitation, (i) formation of new Peak Subsidiaries, (ii) merger, amalgamation or consolidation of existing Peak Subsidiaries, (iii) transfer of securities in, or assets held by, existing Peak Subsidiaries either by sale, dividend or contribution, and (iv) filing of any elections required or permitted under applicable Tax Laws relating to such transactions.

(b) Subject to the provisions of Section 5.2(d), to the extent that a Pre-Acquisition Transaction requires approval of the Peak Shareholders under the ABCA, Peak shall at Parent's expense, (i) seek approval of the Peak Shareholders for such Pre-Acquisition Transaction at the Peak Meeting, (ii) include in the Peak Circular a form of special resolution of the Peak Shareholders (the "**Transaction Resolution**") approving such Pre-Acquisition Transaction in form and substance acceptable to Parent, acting reasonably, either included within the Arrangement Resolution or separate from the Arrangement Resolution if so requested by Parent, and (iii) include in the Peak Circular the unanimous recommendation of the Board that the Peak Shareholders vote in favour of the Transaction Resolution, provided

that Parent and Purchaser agree to amend the provisions of this Agreement requiring Peak to take certain action by specified times, including such provisions contained in Sections 2.1 and 2.3, to the extent necessary to facilitate the foregoing. Subject to the provisions of this Section 5.2, the provisions in Article II regarding Peak's obligations respecting the approval of the Arrangement Resolution shall, save and except for the last sentence of Section 2.5, apply *mutatis mutandis* to the approval of the Transaction Resolution.

(c) Subject to the provisions of Sections 5.2(a), 5.2(b) and 5.2(d), the Parties will work cooperatively and use commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to any Pre-Acquisition Transactions. Subject to the provisions of Sections 5.2(a), 5.2(b) and 5.2(d), the Parties shall give effect to any Pre-Acquisition Transactions immediately before the Effective Time and shall seek to have them become effective immediately before the Effective Time (but after Parent shall have confirmed that all conditions in Sections 6.1 and 6.2 have been satisfied or waived by Parent and Peak shall have confirmed that all conditions in Sections 6.1 and 6.3 have been satisfied or waived by Peak). In no event shall completion of any Pre-Acquisition Transaction be a condition to completion of the Arrangement.

(d) Notwithstanding the foregoing, Peak shall not be required to take any action with respect to a Pre-Acquisition Transaction unless it determines to its satisfaction, acting reasonably, that: (A) such implementation will not delay or prevent consummation of the Arrangement (including by giving rise to litigation by third parties); (B) such implementation will not have an adverse impact on the Peak Shareholders; (C) such implementation will not have an adverse impact on Peak should the Arrangement not be consummated for any reason; (D) the Arrangement will be consummated and the Effective Time will occur immediately following the completion of such Pre-Acquisition Transaction; (E) any proposed Pre-Acquisition Transaction shall not require Peak to contravene any Laws, its organizational documents or any Contract material to Peak and its Subsidiaries taken as a whole; and (F) Peak and its Subsidiaries and their respective officers, directors, employees, agents, advisors and representatives shall have received an indemnity, in form and substance satisfactory to Peak, acting reasonably, from Parent from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by any of them in connection with or as a result of any Pre-Acquisition Transaction. The determination as to whether the conditions set out in (A) to (F) have or will be satisfied shall be solely that of Peak, acting reasonably.

(e) Parent agrees that the planning for and implementation of any Pre-Acquisition Transaction at Parent's request in advance of the Effective Time will not be considered a breach of any covenant under this Agreement and will not be considered in determining whether a representation or warranty of Peak under this Agreement has been breached. For greater certainty, Peak shall not be liable for any failure to properly implement any Pre-Acquisition Transaction or for the failure of Parent or Purchaser to benefit from any anticipated tax efficiency.

Section 5.3. Covenants of Peak Regarding the Arrangement

Peak will perform, and will cause its Subsidiaries to perform, all obligations required or desirable to be performed by Peak or any of its Subsidiaries under this Agreement, co-operate with Parent and Purchaser in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, Peak will and, where appropriate, will cause its Subsidiaries to:

- (a) except as specifically permitted by Section 7.2, use all commercially reasonable efforts to obtain the Required Vote;
- (b) unless this Agreement has been terminated in accordance with Section 8.2, submit the Arrangement to the Peak Shareholders at the Peak Meeting even if the Board has withdrawn, amended, modified or qualified its recommendation of the Arrangement;
- (c) use all commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained by Peak or a Subsidiary in connection with the Arrangement from other parties to the Contracts and, in connection with obtaining any approval or consent from any Person (other than a Governmental Entity) with respect to any transaction contemplated by this Agreement, (i) without the prior written consent of Parent, which consent will not be unreasonably withheld, not pay or commit to pay to such Person whose approval or consent is being solicited any cash or other consideration, or make any commitment or incur any liability or other obligation to such Person for such approval or consent, and (ii) not request of Purchaser or any of its Affiliates to pay or commit to pay to any Person (other than a Governmental Entity) whose approval or consent is being solicited any cash or other consideration, or make any commitment or incur any liability or other obligation to such Person for such approval or consent;
- (d) use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from Peak or any of its Subsidiaries relating to the Arrangement;
- (e) apply for and use all commercially reasonable efforts to obtain all Regulatory Approvals relating to Peak or any of its Subsidiaries which are typically applied for by a Person being acquired and, in doing so, keep Parent reasonably informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing Parent with copies of all related applications and notifications (other than confidential information contained in such applications and notifications), in draft form, in order for Parent to provide its comments thereon; provided, however, that nothing in this Agreement shall require Peak or its Affiliates to divest or hold separate or otherwise take or commit to take any action with respect to any asset, property or agreement of Peak or any of its Subsidiaries in order to obtain any such Regulatory Approval;
- (f) use its commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other proceedings against Peak or any of its Subsidiaries challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(g) subject to applicable Laws relating to the exchange of information, and subject to the terms of the Confidentiality Agreement, upon request by Parent, furnish Parent with all information concerning (i) itself and its Subsidiaries (including information concerning their respective businesses, operations, markets, customers, suppliers and others they have business relations with) and (ii) historical and pro forma financial statements, in connection with Parent's financing (including syndication efforts) for the transactions contemplated by this Agreement, provided that in no event shall the Confidential Information (as defined in the Confidentiality Agreement) of Peak be disclosed (except as provided in the Confidentiality Agreement) to any Person without the prior written consent of Peak. Notwithstanding the foregoing, Parent agrees that Peak will not be liable for any failure of Parent or Purchaser to obtain financing for the transactions contemplated by this Agreement; and

(h) abide by the terms of the Confidentiality Agreement.

Section 5.4. Covenants of Parent

Parent will perform, and will cause Purchaser to perform, all obligations required or desirable to be performed by it under this Agreement, co-operate with Peak in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, Parent will, and where appropriate will cause Purchaser to:

(a) apply for and use all commercially reasonable efforts to obtain all Regulatory Approvals relating to it and relating to Peak or any of Peak's Subsidiaries which are typically applied for by an acquiror (including those referenced in Schedule C) and, in doing so, keep Peak reasonably informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing Peak with copies of all related applications and notifications in draft form (other than confidential information contained in such applications and notifications), in order for Peak to provide its reasonable comments thereon; provided, however, that nothing in this Agreement shall require Parent or its Affiliates to divest or hold separate or otherwise take or commit to take any action with respect to any asset, property or agreement of Parent or any of its Subsidiaries in order to obtain any such Regulatory Approval;

(b) use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from Purchaser or any of its Subsidiaries relating to the Arrangement;

(c) use its commercially reasonable efforts to ensure that Purchaser will continue to have available the required funds to consummate the Arrangement at the Effective Time;

(d) use its commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other proceedings against Parent or Purchaser challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(e) abide by the terms of the Confidentiality Agreement; and

(f) on and after the Effective Time, provide for the continuing employees of Peak and its Subsidiaries credit under the relevant Parent Plans for the period of their employment by Predecessor, Peak or their Subsidiaries and permit them to participate in Parent's employee stock purchase plan if they wish to do so. Peak's continuing management employees will also be entitled to participate in a cash bonus arrangement similar to Parent's management incentive plan ("MIP") on terms similar to comparable management employees of Parent and its Subsidiaries, provided that separate EBITDA goals for Peak will be established based on the Peak's performance during the stub period beginning on the Effective Time and ending on December 31, 2011.

Section 5.5. Mutual Covenants

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

(a) it will, and will cause its Subsidiaries to, use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article VI to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to consummate the Arrangement, including using its commercially reasonable efforts to: (i) oppose, lift or rescind any injunction or restraining order against it or other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the Arrangement; and (ii) co-operate with the other Parties in connection with the performance by it and its Subsidiaries of their obligations hereunder and

(b) it will not (i) take any action, (ii) refrain from taking any commercially reasonable action, or (iii) permit any action to be taken or any commercially reasonable action to not be taken, which is inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Arrangement or to prevent or materially delay the consummation of the transactions contemplated hereby.

ARTICLE VI.

CONDITIONS

Section 6.1. Mutual Conditions Precedent

The obligations of the Parties to complete the transactions contemplated by this Agreement, including any Pre-Acquisition Transactions referred to in Section 5.2, are subject to the fulfillment, on or before the Effective Time, of each of the following conditions precedent, each of which may only be waived by the mutual consent of the Parties:

(a) the Arrangement Resolution will have been approved and adopted by the Peak Shareholders at the Peak Meeting by not less than the Required Vote in accordance with the Interim Order;

- (b) the Interim Order and the Final Order will each have been obtained in form and on terms consistent with this Agreement, and will not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;
- (c) all Regulatory Approvals will have been obtained or concluded, as provided in Schedule C;
- (d) no Governmental Entity will have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that restrains, enjoins or otherwise prohibits consummation of the Arrangement or the other transactions contemplated by this Agreement;
- (e) no act, action, suit, demand or proceeding shall have been taken by or before any Canadian or foreign court, tribunal or Governmental Entity or by or before any elected or appointed public official in Canada or elsewhere, and no law, regulation or policy shall have been proposed, enacted, promulgated or applied by a Governmental Entity, in either case to cease trade, enjoin, prohibit or impose material limitations or conditions on the purchase by or the sale to Purchaser of any Peak Common Shares or the right of Purchaser to own or exercise full rights of ownership of Peak Common Shares; and
- (f) this Agreement will not have been terminated in accordance with its terms.

Section 6.2. Additional Conditions Precedent to the Obligations of Parent and Purchaser

The obligations of Parent and Purchaser to complete the transactions contemplated by this Agreement will also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of the Parent and Purchaser and may be waived by Parent and Purchaser):

- (a) all covenants of Peak under this Agreement to be performed on or before the Closing Date will have been duly performed by Peak in all material respects, and Parent and Purchaser will have received a certificate of Peak addressed to Parent and Purchaser and dated the Closing Date, signed on behalf of Peak by two senior executive officers of Peak (on Peak's behalf and without personal liability), confirming the foregoing as of the Closing Date;
- (b) (i) the representations and warranties of Peak set forth in this Agreement, which solely for purposes of this Section 6.2(b)(i) shall be deemed to exclude any materiality or Peak Material Adverse Effect qualifications contained in them, will be true and correct in all respects as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of that specified date), unless the failure or failures, in the aggregate, of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have a Peak Material Adverse Effect; (ii) the representations and warranties set forth in Section 3.1(e) will be true and correct in all material respects; and (iii) Parent and Purchaser will have received a certificate of Peak addressed to Parent and Purchaser and dated the Closing Date, signed on behalf of Peak by two senior executive officers of Peak (on Peak's behalf and without personal liability), confirming the foregoing as of the Closing Date;

(c) between the date hereof and the Effective Time, there will not have occurred a Peak Material Adverse Effect;

(d) the Board of Directors shall not have either (i) withdrawn any recommendation made by it that Peak Shareholders approve the Arrangement Resolution or modified, changed or qualified any such recommendation in a manner that has substantially the same effect or issued a recommendation that Peak Shareholders not vote in favour of the Arrangement Resolution or (ii) failed to reaffirm support of the Arrangement within five Business Days following an announcement made by a third party in respect of any Acquisition Proposal;

(e) Peak shall not have entered into any agreements in respect of an Acquisition Proposal other than a confidentiality agreement permitted to be entered into in accordance with Section 7.2(d);

(f) Parent shall have received not less than two Business Days prior to the Closing Date payout letters or other written confirmations in form satisfactory to Parent, acting reasonably, of the amount required to discharge at the Effective Time all indebtedness outstanding under the Peak Amended and Restated Credit Agreements, and that upon payment of such amount all Liens on the assets of Peak and its Subsidiaries granted pursuant to such Agreements will be discharged and such Agreements will terminate; and

(g) if the Court shall have required that Peak provide to the Peak Shareholders dissent rights in connection with the Arrangement, the aggregate number of Peak Common Shares held, directly or indirectly, by Peak Shareholders purporting to exercise dissent rights in connection with the Arrangement does not exceed five percent (5.0%) of the total outstanding Peak Common Shares.

Section 6.3. Additional Conditions Precedent to the Obligations of Peak

The obligations of Peak to complete the transactions contemplated by this Agreement, including any Pre-Acquisition Transactions referred to in Section 5.2, will also be subject to the following conditions precedent (each of which is for the exclusive benefit of Peak and may be waived by Peak):

(a) all covenants of Parent and Purchaser under this Agreement to be performed on or before the Closing Date will have been duly performed by the Parent and Purchaser, as applicable, in all material respects, and Peak will have received a certificate of Parent and Purchaser, addressed to Peak and dated the Closing Date, signed on behalf of Parent and Purchaser by two of their respective senior executive officers (on each such Party's behalf and without personal liability), confirming the foregoing as of the Closing Date; and

(b) the representations and warranties of Parent set forth in this Agreement will be true and correct in all respects as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which will be determined as of that specified date), unless the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to prevent, materially delay or materially impair the ability of Parent

and Purchaser to consummate the transactions contemplated by this Agreement and the Arrangement, and Peak will have received a certificate of Parent and Purchaser, addressed to Peak and dated the Closing Date, signed on behalf of each such Party by two of its senior executive officers (on such Party's behalf and without personal liability), confirming the foregoing as of the Closing Date.

**ARTICLE VII.
ADDITIONAL AGREEMENTS**

Section 7.1. Notice Provisions

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

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

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

(b) Each of Peak and Parent will promptly notify the other Party of (i) any communication from any Person alleging that the consent of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement (and the response thereto from such Party, its Subsidiaries or its representatives), (ii) any material communication from any Governmental Entity in connection with the transactions contemplated by this Agreement (and the response thereto from such Party, its Subsidiaries or its representatives), and (iii) any material Legal Actions threatened or commenced against or otherwise affecting such Party or any of its Subsidiaries that are related to the transactions contemplated by this Agreement.

Section 7.2. Non-Solicitation

(a) Except as expressly provided in this Article VII, Peak will not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of Peak or any of its Subsidiaries, take any action of any kind which might, directly or indirectly, interfere with the successful completion of the Arrangement, including any action to (i) solicit, assist, initiate, knowingly facilitate or encourage (including by way of furnishing or providing access to any information or permitting any visit to any facilities or properties of Peak or any of its Subsidiaries, or entering into any form of Contract) the initiation of any inquiries, proposals or offers regarding an Acquisition Proposal, (ii) participate in any discussions or negotiations with any Person (other than Parent or Purchaser and their Affiliates and advisors) regarding an actual or potential Acquisition Proposal, (iii)

accept, approve, endorse or recommend or remain neutral with respect to, or propose publicly to approve, endorse or recommend or remain neutral with respect to, any Acquisition Proposal, or (iv) accept or enter into, or publicly propose to accept or enter into, any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by Section 7.2(d)).

(b) Peak will, and will cause the officers, directors, employees, representatives and agents of Peak and its Subsidiaries to, immediately terminate any existing solicitations, discussions or negotiations with any Person (other than Parent or Purchaser and their Affiliates and advisors) that has made, indicated any interest to make or may reasonably be expected to make, an Acquisition Proposal and will cease to provide to any such Person any information or access to any information, concerning Peak or any of its Subsidiaries. Peak agrees not to release any third party from, waive any provision of, forbear in the enforcement of, or terminate any confidentiality agreement or standstill agreement to which it is a party. Peak will promptly request the return or destruction of all information provided to any third party which, at any time since January 1, 2009, has entered into a confidentiality agreement with Predecessor or Peak relating to a potential Acquisition Proposal to the extent that such information has not previously been returned or destroyed, and will use all commercially reasonable efforts to ensure that such requests are honoured in accordance with the terms of such agreement. For greater certainty, Peak will not permit any Person other than Parent, Purchaser and their lenders and advisors to access any virtual data room established except as permitted under Section 7.2(d)(D).

(c) Peak will promptly (and in any event within 24 hours of receipt by Peak) notify Parent, at first orally and thereafter in writing, of any proposal, inquiry, offer (or any amendment thereto) or request relating to or constituting an Acquisition Proposal, or that could be reasonably expected to lead to an Acquisition Proposal, in each case received after the date hereof, of which any of its directors, officers, representatives or agents are or become aware, or any amendments to the foregoing, any request for discussions or negotiations, any request for representation on the Board, or any request for non-public information relating to Peak or any of its Subsidiaries in connection with an Acquisition Proposal or for access to the properties, books or records of Peak or any of its Subsidiaries by any Person that informs Peak or such Subsidiary that it is considering making, or has made, an Acquisition Proposal or any amendment thereto; and Peak will promptly provide to Parent a description of the material terms and conditions of any such Acquisition Proposal or, inquiry, offer or request, together with a copy of all documentation relating to any such Acquisition Proposal or inquiry, offer or request, the identity of the Person making such proposal, inquiry, offer or request, and any other details of the Acquisition Proposal, contract, documents or negotiations as Parent may reasonably request. Peak will keep Parent informed of any change to the material terms of any such Acquisition Proposal or proposal, inquiry, offer or request.

(d) Notwithstanding the foregoing provisions of this Section 7.2 or any other provision of this Agreement, the Board will be permitted to (i) postpone or adjourn the Peak Meeting; (ii) withdraw, amend, modify or qualify (or propose to withdraw, amend, modify or qualify) in a manner adverse to Parent or Purchaser the approval or recommendation of this Agreement or the Arrangement; and (iii) participate in any discussions with, or furnish

information to any Person in response to an Acquisition Proposal by such Person, if and only to the extent that:

(A) Peak has received an unsolicited bona fide written Acquisition Proposal from such Person and the Board has determined that such Acquisition Proposal (which Acquisition Proposal, for greater clarity, may contain a due diligence condition) could reasonably be expected to lead to a Superior Proposal;

(B) Peak will have complied with all other requirements of this Section 7.2 (other than Section 7.2(g));

(C) the Board, after consultation with and based upon the advice of its outside legal counsel, determines in good faith that the failure to take such action would be inconsistent with its fiduciary duties under all applicable Laws;

(D) in the case of clause (iii) of this Section 7.2(d), prior to providing any information or data to such Person in connection with such Acquisition Proposal, the Board receives from such Person an executed confidentiality agreement having substantially the same terms as the Confidentiality Agreement (except that all “no-shop” provisions may be omitted) and, taken as a whole, being no less favourable to Peak than the Confidentiality Agreement (provided that such confidentiality agreement, if not existing on the date hereof, may not preclude Peak from complying with the provisions of this Agreement and may not include any provision calling for an exclusive right to negotiate with Peak and may not prohibit Peak from providing information to Parent regarding the Acquisition Proposal), and Peak sends a copy of any such confidentiality agreement to Parent promptly upon its execution and Parent is immediately provided with a list of, or in the case of information that was not previously made available to Parent, copies of or access to, any information provided to such Person; and

(E) in the case of clause (iii) of this Section 7.2(d), prior to providing any information or data to any such Person or entering into discussions with any such Person who has made an Acquisition Proposal, Peak has complied with Section 7.2(c).

(e) Nothing contained in this Section 7.2 will prohibit the Board from making any disclosure to Peak Shareholders prior to the Effective Time if, in the good faith judgment of the Board, after consultation with outside legal counsel, such disclosure is necessary for the Board to act in a manner consistent with its fiduciary duties or is otherwise required under applicable Law.

(f) Peak will, within five (5) Business Days, promptly publicly reaffirm its recommendation of this Agreement and the Arrangement after any Acquisition Proposal that is not a Superior Proposal is publicly announced or made.

(g) Nothing contained in this Section 7.2 will limit in any way the obligation of Peak to convene and hold the Peak Meeting in accordance with Section 2.2 of this Agreement unless this Agreement is terminated in accordance with Article VIII.

Section 7.3. Right to Match

(a) Subject to Section 7.3(b), Peak covenants that it will not accept, approve, recommend or enter into any agreement, understanding, arrangement or Contract in respect of a Superior Proposal (other than a confidentiality agreement permitted by Section 7.2(d)) unless:

(i) Peak has complied with its obligations under Section 7.2 and the other provisions of this Article VII; and

(ii) a period (the “**Response Period**”) of three Business Days will have elapsed from the date on which Parent received written notice from the Board that the Board determined, subject only to compliance with this Section 7.3, to accept, approve, recommend or enter into a binding agreement to proceed with the Superior Proposal. In the event that Peak provides Parent with the notice contemplated in this Section on a date that is less than three Business Days prior to the Peak Meeting, Peak will be entitled to adjourn the Peak Meeting to a date that is not more than three Business Days after the date of such notice.

(b) During the Response Period, Parent will have the right, but not the obligation, to offer to amend the terms of this Agreement. The Board will review any such proposal by Parent to amend the terms of this Agreement, including an increase in, or modification of, the consideration to be received by the Peak Shareholders, to determine whether the Acquisition Proposal to which Parent is responding would be a Superior Proposal when assessed against the Arrangement as it is proposed by Parent to be amended. If the Board determines that the Acquisition Proposal would no longer be a Superior Proposal if the Arrangement was so amended and Parent and Purchaser enter into an amendment to this Agreement incorporating the terms of the amended offer, the Board will promptly publicly reaffirm its recommendation of the Arrangement. If the Board determines in good faith after consultation with its financial advisors, that the Acquisition Proposal continues to be a Superior Proposal and, after consultation with and based upon the advice of its outside legal counsel, determines in good faith that the failure to accept such Superior Proposal would be inconsistent with its fiduciary duties under all applicable Laws, Peak may approve, recommend, accept or enter into an agreement, understanding or arrangement to proceed with the Superior Proposal.

(c) Each successive amendment to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Peak Shareholders will constitute a new Acquisition Proposal for the purposes of this Section 7.3 and Parent will be afforded a new Response Period in respect of each such Acquisition Proposal.

(d) Peak shall use its commercially reasonable efforts to ensure that the directors and officers of Peak and each of its Subsidiaries and any investment bankers, counsel or other advisors, representatives or agents retained by Peak are aware of, and abide by, the provisions of Sections 7.2 and 7.3.

Section 7.4. Agreement as to Damages

(a) Notwithstanding any other provision relating to the payment of fees or expenses, in the event of termination of this Agreement and the Plan of Arrangement under the various circumstances set forth below, either Peak or Parent shall owe the other Party a termination fee and/or reimbursement of expenses, if any, as follows:

- (i) if Parent terminates this Agreement pursuant to
 - (A) Section 8.2(c)(i) [Board fails to recommend, etc.], or
 - (B) Section 8.2(c)(ii) [breach by Peak],

Peak will pay to Parent a termination fee of \$5.3 million (the “**Peak Termination Fee**”) within two Business Days of such termination, plus Parent’s Expense Reimbursement Costs not to exceed \$2.0 million as provided in Section 7.4(c) below; provided, however, that if Parent terminates this Agreement pursuant to Section 8.2(c)(ii) based upon a failure of one or more of Peak’s representations and warranties contained in Section 3.1 to be true and correct as of the Closing Date and such failure was not the result of a willful breach of this Agreement by Peak, Peak will be obligated to pay Parent’s Expense Reimbursement but will not be obligated to pay the Peak Termination Fee;

- (ii) if

- (A) after the date hereof and prior to the termination of this Agreement, a bona fide Acquisition Proposal will have been made or proposed to Peak or otherwise publicly announced (which has not been withdrawn), or a Person has publicly announced an intention to do so (which has not been withdrawn),

- (B) this Agreement is terminated by either Parent or Peak pursuant to Section 8.2(b)(ii) [Required Vote not obtained], and

- (C) such Acquisition Proposal is consummated within six months of the date the Acquisition Proposal is made or proposed,

Peak will pay to Parent, within two Business Days of the consummation of such Acquisition Proposal, Parent’s Expense Reimbursement Costs not to exceed \$2.0 million as provided in Section 7.4(c) below; or

- (iii) if Peak terminates this Agreement pursuant to Section 8.2(d)(i) [Board approves agreement for Superior Proposal], Peak will pay to Parent the Peak Termination Fee before or concurrently with such termination (and payment of the Peak Termination Fee will be a condition to the effectiveness of such termination), plus Parent’s Expense Reimbursement Costs not to exceed \$2.0 million as provided in Section 7.4(c) below.

(b) If Peak terminates this Agreement pursuant to Section 8.2(d)(ii) [Parent’s breach], Parent will pay to Peak a termination fee of \$3.0 million within two Business Days of

such termination, plus Peak's Expense Reimbursement Costs not to exceed \$1.5 million as provided under Section 7.4(c) below.

(c) Expense Reimbursement Costs shall be paid not later than two Business Days after delivery to the Party responsible for such payment of notice of demand for payment and documented itemization setting forth in reasonable detail all Expense Reimbursement Costs (which itemization may be supplemented and updated from time to time until the thirtieth day after delivery of the first notice of demand for payment), provided that no notice of demand for payment may be made more than 60 calendar days following the termination of this Agreement.

(d) The Parties acknowledge that the agreements contained in this Section 7.4 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither Parent nor Peak would have entered into this Agreement; accordingly, if Peak or Parent fails to timely pay any amount due pursuant to this Section 7.4 and, in order to obtain the payment, the Party who is owed such payment commences a suit which results in a judgment against the other Party for the payment set forth in this Section 7.4, the defaulting Party shall pay to the other Party its reasonable costs and expenses (including reasonable attorneys' fees) in connection with such suit, together with interest on the amount due from each day for which payment is due until the date of the payment at the prime rate of the Bank of Canada in effect on the date such payment was required to be made.

Section 7.5. Fees and Expenses

Except as provided in Section 7.4, each Party will pay all fees, costs and expenses incurred by such Party in connection with this Agreement and the Arrangement. For such purposes, the filing fees paid to Governmental Entities in connection with applicable filings under the Competition Act and any applicable antitrust laws of other jurisdictions shall be shared equally by Parent and Peak.

Section 7.6. Liquidated Damages, Injunctive Relief and No Liability of Others

Parent and Peak acknowledge that all of the payment amounts set out in Section 7.4 are payments of liquidated damages which are a genuine pre-estimate of the damages Parent or Peak will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. Parent and Peak irrevocably waive any right to raise as a defense that any such liquidated damages are excessive or punitive. For greater certainty, the Parties agree that, subject to Section 7.4, payment of the amount determined pursuant to this Article in the manner provided in respect thereof is the sole monetary remedy of the Party receiving such payment. Nothing contained herein will preclude a Party from seeking injunctive relief in accordance with Section 9.3 to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or the Confidentiality Agreement or otherwise to obtain specific performance of any of such acts, covenants or agreements, without the necessity of posting a bond or security in connection therewith. In the event that either Parent or Peak become liable to make a payment under Section 7.4, there will be no liability of any shareholder, director, officer, employee, advisor or representative of Parent or Peak or any Affiliate thereof, whether to the other Party or any other Person (including any shareholder,

director, officer, employee, advisor or representative thereof) in connection with any liability or other obligation of the Parent or Peak, and whether hereunder or otherwise in connection with the transactions contemplated hereby.

Section 7.7. Access to Information; Confidentiality

(a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with applicable Law and the terms of any existing Contracts, Peak will, and will cause its Subsidiaries and their respective officers, directors, employees, independent auditors, accounting advisers and agents to, afford to Parent and to its officers, employees, agents, representatives and advisers such access as Parent may reasonably request at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and Contracts, and will furnish Parent with all data and information as Parent may reasonably request. Without limiting the foregoing, Parent and its representatives (including its financing sources) will, upon reasonable prior notice, have the right to conduct appraisal and environmental and engineering inspections of each of the Properties, and to contact any third party to a Material Contract to which Peak or any of its Subsidiaries is a party; provided, that no such inspections will be conducted in a manner which disrupts in any material respect the normal course of business of Peak at the applicable Property. Parent and Peak acknowledge and agree that information furnished pursuant to this Section 7.7(a) will be subject to the terms and conditions of the Confidentiality Agreement. All such access and all requests for information shall be coordinated through the President and Chief Executive Officer of Peak.

(b) No investigation conducted pursuant to Section 7.7(a) shall affect or be deemed to modify any representation or warranty made by Peak hereunder, and nothing in Section 7.7(a) shall require Peak to permit any inspection, or to disclose any information, that in the reasonable judgment of Peak would result in (i) a violation of any of its obligations with respect to confidentiality if Peak shall have used reasonable efforts to obtain the consent of any third party to such inspection or (ii) any violation of Laws relating to the sharing of information between competitors, it being understood that (A) Peak will provide extracts, or summaries, or aggregations or other information to the greatest extent practicable in a manner that does not result in any such violation or improper disclosure and (B) Peak will provide certain information in accordance with, and subject to, the confidentiality provisions of the Clean Team Agreement.

Section 7.8. Privacy Compliance

(a) For purposes of this Section 7.8:

(i) “Disclosed Personal Information” means any Personal Information disclosed to Purchaser or Parent by Peak or its advisors;

(ii) “Personal Information” means information about an identifiable individual, but does not include an individual’s name, position name or title, business telephone number, business address, business email or business fax number.

(b) Before the Effective Time, none of the Parties shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Arrangement.

(c) Each of the Parties acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Arrangement, and that the disclosure of Personal Information relates solely to the carrying on of Peak's business or the completion of the Arrangement.

(d) Purchaser and Parent shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees responsible for processing such Disclosed Personal Information to protect the confidentiality of that information in a manner consistent with Purchaser's and Parent's obligations hereunder. Purchaser and Parent shall ensure that access to the Disclosed Personal Information prior to the Effective Time shall be restricted to those employees or service providers of Purchaser and Parent who have a bona fide need to access such information.

(e) Purchaser and Parent undertake, after the Effective Time, to utilize the Disclosed Personal Information only for those purposes for which the Disclosed Personal Information was initially collected by Purchaser and Parent.

(f) If the Effective Time does not occur, Purchaser and Parent shall forthwith cease all use of the Disclosed Personal Information in connection with this Agreement and will return to Peak or, at Peak's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof) and provide Peak with a certificate confirming that destruction.

Section 7.9. Insurance and Indemnification

(a) If the Arrangement shall become effective, Parent will, or will cause Peak and its Subsidiaries to, maintain in effect without any reduction in scope or coverage for six years from the Effective Time customary policies of directors' and officers' liability insurance providing protection equal to or better than the protection provided by the policies maintained by Peak and its Subsidiaries which are in effect immediately prior to the Effective Time and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Time; provided, however, that Parent will not be required, in order to maintain such directors' and officers' liability insurance policy, to pay, or to cause Peak and its Subsidiaries to pay, an annual premium in excess of 250% of the cost of the existing policies; and provided further that, if equivalent coverage cannot be obtained or can only be obtained by paying an annual premium in excess of 250% of such amount, Parent will only be required to obtain, or to cause Peak and its Subsidiaries to obtain, as much coverage as can be obtained by paying an annual premium equal to 250% of such amount. Furthermore, prior to the Effective Time Peak may, in the alternative, purchase run off directors' and officers' liability insurance for a period of up to six years from the Effective Time provided that the premiums will not exceed 250% of the premiums currently charged to Peak for directors' and officers' liability insurance.

(b) Parent agrees that it will directly honour all rights to indemnification or exculpation now existing in favour of present and former officers and directors of Predecessor, Peak and their Subsidiaries which will survive the completion of the Arrangement.

(c) The provisions of this Section 7.8 are intended for the benefit of, and will be enforceable by, each insured or indemnified Person described in Section 7.8(a), his or her heirs and his or her legal representatives and, for such purpose, the Parties hereby confirm that, in negotiating and agreeing with the provisions of this Section 7.8, Peak is acting as agent and trustee on their behalf.

Section 7.10. Exchange De-Listing

Parent and Peak will use their commercially reasonable efforts to cause the Peak Common Shares to be de-listed from the TSX promptly following the Effective Time.

Section 7.11. Tax Matters

During the period from the date of this Agreement to the Effective Time, Peak and its Subsidiaries will:

(a) prepare and timely file all Returns (which shall be correct and complete in all respects) required to be filed by them on or before the Effective Time (“**Post-Signing Returns**”) in a manner consistent, in all material respects, with past practice, except as otherwise required by applicable Laws;

(b) pay, withhold, collect and remit in a timely fashion all amounts of Taxes required to be so paid, withheld, collected or remitted; and

(c) properly reserve (and reflect such reserve in their books and records and financial statements) for all Taxes payable by them for which no Post-Signing Return is due prior to the Effective Time in a manner consistent with past practice.

Section 7.12. Resignations

Subject to confirmation that insurance coverage is maintained as contemplated by Section 7.9, Peak will obtain and deliver to Parent at the Effective Time evidence reasonably satisfactory to Parent of the resignation effective as of the Effective Time of those directors of Peak designated by Parent to Peak in writing at least five calendar days prior to the Effective Time.

ARTICLE VIII.

TERM, TERMINATION, AMENDMENT AND WAIVER

Section 8.1. Term

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

Section 8.2. Termination

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

(b) Termination by Either Parent or Peak. This Agreement may be terminated by either Parent or Peak at any time prior to the Effective Time:

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

(ii) if the Required Vote is not obtained at the Peak Meeting (or any adjournment or postponement thereof); or

(iii) if any Law makes the consummation of the Arrangement or the transactions contemplated by this Agreement illegal or otherwise prohibited, and such Law has become final and non-appealable.

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

(i) if (A) the Board will have failed to recommend this Agreement or the Arrangement, (B) the Board will have withdrawn or qualified, amended or modified in a manner adverse to Parent or Purchaser its approval or recommendation of the Arrangement, (C) Peak or the Board publicly announces its intention to do, or that it has done, any of the foregoing, or (D) the Board fails to publicly reaffirm its recommendation of this Agreement and the Arrangement within five Business Days after the announcement or commencement of any Acquisition Proposal; or

(ii) if neither Parent nor Purchaser is in material breach of its obligations under this Agreement and Peak breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would give rise to the failure of a condition set forth in Section 6.2(a) or Section 6.2(b), and which is not cured within the earlier of (i) the Outside Date, and (ii) 15 Business Days following receipt by Peak of written notice from Parent of such breach, or which by its nature or timing cannot be cured within such period.

(d) Termination By Peak. This Agreement may be terminated by Peak at any time prior to the Effective Time:

(i) if the Board approves, and authorizes Peak to enter into, an agreement providing for the implementation of a Superior Proposal, but only so long as: (A) the Board has determined in good faith, after consultation with its financial advisors and outside legal counsel, that such definitive agreement constitutes a Superior Proposal; (B) Peak pays to Parent the Peak Termination Fee in accordance with Section 7.4 (any purported termination pursuant to this Section 8.2(d)(i) being void and of no force or effect unless Peak will have made

such payment); and (C) Peak shall have no right to terminate this Agreement pursuant to this Section 8.2(d)(i) after the Required Vote for the Arrangement has been obtained; or

(ii) if Peak is not in material breach of any of its obligations under this Agreement and Parent breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would give rise to the failure of a condition set forth in Section 6.3(a) or Section 6.3(b), and which is not cured within the earlier of (A) the Outside Date, and (B) 15 Business Days following receipt by Parent of written notice from Peak of such breach, or which by its nature or timing cannot be cured within such period.

(e) Effect of Termination. If this Agreement is terminated in accordance with the foregoing provisions of this Section, this Agreement will forthwith become void and of no further force or effect and no Party will have any further obligations hereunder except as provided in Sections 7.4, 7.5, 7.6, 9.2 and this Section 8.2(e) and the Confidentiality Agreement and as otherwise expressly contemplated hereby.

Section 8.3. Amendment

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

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any conditions precedent herein contained.

Section 8.4. Waiver

Either Parent or Peak may (i) extend the time for the performance of any of the obligations or acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE IX.

GENERAL PROVISIONS

Section 9.1. Notices

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

if to Parent or Purchaser:

c/o Clean Harbors, Inc.
Attention: Alan S. McKim, Chairman and
Chief Executive Officer

Facsimile: 781-792-5900
E-mail: mckima@cleanharbors.com

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

Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, Massachusetts, 02108
U.S.A.

Attention: C. Michael Malm
Facsimile: (617) 523-6215
E-mail: cmalm@davismalm.com

and to

Gowling Lafleur Henderson LLP
Suite 1020 50 Queen Street North
Kitchener, ON N2H 6M2 Canada
Attention: Bryce Kraeker
Facsimile: (519) 571-5045
E-mail: bryce.kraeker@gowlings.com

if to Peak:

Peak Energy Services Ltd.
Attention: Curtis W. Whitteron, President and
Chief Executive Officer
Facsimile: (403) 543-7335
E-mail: cwhitteron@pesl.com

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

Burnet, Duckworth & Palmer LLP
1400, 350 - 7th Ave. S.W.
Calgary, Alberta T2P 3N9
Canada

Attention: Stephen J. Chetner and
Alyson F. Goldman
Facsimile: (403) 260-0332
E-mail: sjc@bdplaw.com
agoldman@bdplaw.com

Section 9.2. Governing Law; Waiver of Jury Trial

This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of Alberta and the laws of Canada applicable therein, and will be construed and treated in all respects as an Alberta contract. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Alberta in respect of all matters arising under and in relation to this Agreement and the Arrangement. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

Section 9.3. Injunctive Relief

The Parties agree that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached for which money damages would not be an adequate remedy at law. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions and other equitable relief to prevent breaches of this Agreement, with any requirement for the securing or posting of any bond in connection with obtaining any such injunctive or other equitable relief hereby being waived.

Section 9.4. Time of Essence

Time will be of the essence in this Agreement.

Section 9.5. Entire Agreement, Binding Effect and Assignment

(a) Provided it is acceptable to the Court without the imposition of commercially unreasonable conditions or any other conditions that would impede, prevent or materially delay the completion of the transactions contemplated hereby by the Outside Date, Parent and Purchaser may assign all or any part of their respective rights under this Agreement to, and their respective obligations under this Agreement may be assumed by, a Subsidiary or Affiliate of Parent or Purchaser, provided that if such assignment and/or assumption takes place, Parent and Purchaser will continue to be liable jointly and severally with such Subsidiary or Affiliate, as the case may be, for all of their respective obligations hereunder. Without limitation of the foregoing, Parent shall be entitled, subject to the terms and conditions of this Section 9.5(a), to assign prior to the Effective Time, should Parent elect to do so and by providing prompt written notice to the other Parties, to either Parent or any wholly-owned

direct or indirect Subsidiary of Parent the rights and obligations of Purchaser, as the original purchaser under this Agreement and to substitute either itself or such other wholly-owned Subsidiary as the “Purchaser” under the Plan of Arrangement. This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors and permitted assigns.

(b) This Agreement (including the schedules hereto), and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof. Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the Parties without the prior written consent of all of the other Parties.

Section 9.6. Severability

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

Section 9.7. No Third Party Beneficiaries

Except as provided in Section 7.9, and except for the rights of the holders of Peak Common Shares and Peak Options to receive the consideration for their Peak Common Shares and Peak Options following the Effective Time pursuant to the Arrangement, which rights are hereby acknowledged and agreed by the Parties, this Agreement is not intended to confer any rights or remedies upon any Person other than the Parties to this Agreement.

Section 9.8. Rules of Construction

The Parties to this Agreement have been represented by counsel during the negotiation and execution of this Agreement and waive the application of any Laws or rule of construction providing that ambiguities in any agreement or other document will be construed against the Party drafting such agreement or other document.

Section 9.9. Counterparts, Execution

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

[Signature Page Follows]

IN WITNESS WHEREOF, Parent, Purchaser and Peak have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CLEAN HARBORS, INC.

By: /s/ James M. Rutledge
James M. Rutledge, Executive Vice President,
Chief Financial Officer and Treasurer

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

By: /s/ James M. Rutledge
James M. Rutledge, Executive Vice President,
Chief Financial Officer and Treasurer

PEAK ENERGY SERVICES LTD.

By: /s/ Curtis W. Whitteron
Curtis W. Whitteron,
President and Chief Executive Officer

[Signature Page to Acquisition Agreement]

Schedule A
To the Acquisition Agreement
Plan of Arrangement

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

“**ABCA**” means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, together with any amendments thereto and all of the regulations thereunder;

“**Acquisition Agreement**” means the agreement dated April 5, 2011 among Parent, Purchaser and Peak, as amended in accordance with its terms prior to the Effective Date, providing for, among other things, the Arrangement;

“**Arrangement**” means the arrangement pursuant to Section 193 of the ABCA set forth in this plan of arrangement as supplemented, modified or amended in accordance with the Acquisition Agreement or the terms of this plan of arrangement;

“**Articles of Arrangement**” means the articles of arrangement of Peak in respect of the Arrangement, required by the ABCA to be sent to the Registrar after the Final Order is made;

“**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta, Canada or Boston, Massachusetts, United States;

“**Cash Consideration**” means \$0.95 per Peak Common Share payable in cash to a holder of Peak Common Shares upon transfer of such Peak Common Shares to Purchaser under the Arrangement as set out in section 2.4(a);

“**Certificate**” means the certificate or other confirmation of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA giving effect to the Arrangement;

“**Court**” means the Court of Queen’s Bench of Alberta;

“**Depositary**” means Valiant Trust Company or such other Person that may be appointed by Peak for the purpose of receiving deposits of certificates formerly representing Peak Common Shares;

“**Effective Date**” means the effective date of the Arrangement, being the date on which the Articles of Arrangement are filed under the ABCA and the Certificate is issued, thereby giving effect to the Arrangement;

“**Effective Time**” means the time on the Effective Date when the Articles of Arrangement are filed under the ABCA and the Certificate is issued;

“**Exercise Price**” means the price at which a Peak Option may be exercised;

“**Final Order**” means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

“**Interim Order**” means the interim order of the Court, as the same may be amended in respect of this Arrangement, as contemplated by Section 2.2 of the Acquisition Agreement;

“**Letter of Transmittal**” means the letter of transmittal sent to holders of Peak Common Shares for use in connection with the Arrangement;

“**Lien**” means any hypothec, mortgage, lien, charge, security interest, pledge, claim, right of first offer or refusal, voting agreement, encumbrance and adverse right or adverse claim;

“**Option Payment Loan**” means the non-interest bearing loan, if any, made by Purchaser to Peak in the amount necessary to fund Peak’s payment obligation, if any, in connection with the surrender of certain Peak Options as set out in section 2.4(c);

“**Parent**” means Clean Harbors, Inc., a corporation incorporated under the laws of Massachusetts, United States;

“**Peak**” means Peak Energy Services Ltd., a corporation amalgamated under the laws of Alberta;

“**Peak Common Shares**” means common shares in the capital of Peak;

“**Peak Meeting**” means the special meeting of holders of Peak Common Shares, including any adjournment thereof, that is to be convened as provided by the Interim Order to consider and, if deemed advisable, approve, among other things, the Arrangement;

“**Peak Options**” means the options of Peak issued pursuant to the Peak Share Option Plan;

“**Peak Share Option Plan**” means the share option plan established by Peak with an effective date of December 31, 2010; and

“**Person**” includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, governmental entity or any other entity, whether or not having legal status;

“**Purchaser**” means either (i) Clean Harbors Industrial Services Canada, Inc., a wholly-owned indirect subsidiary of Parent incorporated under the laws of Alberta, or (ii) Parent or any other wholly-owned direct or indirect Subsidiary of Parent in the event that prior to the Effective Time Parent shall assign either to Parent or such other wholly-owned Subsidiary of Parent in accordance with the Acquisition Agreement the rights and obligations of Clean Harbors Industrial Services Canada, Inc., as the original Purchaser under the Acquisition Agreement;

“**Registrar**” means the Registrar of Corporations appointed pursuant to section 263 of the ABCA;

“**Subsidiary**” means, with respect to Peak or Parent, as the case may be, any entity, whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons

performing similar functions directly or indirectly owned or controlled by such party or by one or more of its respective Subsidiaries or by such party and any one or more of its respective Subsidiaries;

“**Tax Act**” means the *Income Tax Act*, R.S.C. 1985, C.1. (5th Supp.), together with any amendments thereto and all of the regulations thereunder.

1.2 **Interpretation Not Affected by Headings.** The division of this plan of arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this plan of arrangement. Unless otherwise specifically indicated, the terms “this plan of arrangement,” “the Arrangement,” “hereof,” “herein,” “hereunder” and similar expressions refer to this plan of arrangement and the Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender.** Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter.

1.4 **Meaning.** Words and phrases used herein and defined in the ABCA shall have the same meaning herein as in the ABCA, unless the context otherwise requires.

1.5 **Deemed Currency.** Unless otherwise stated, all references in this plan of arrangement to sums of money are expressed in lawful money of Canada.

ARTICLE 2 THE ARRANGEMENT

2.1 **Binding Effect.** At the Effective Time, the Arrangement will become effective and binding on: (a) Peak; (b) Parent; (c) Purchaser; (d) all holders and all beneficial owners of Peak Common Shares; and (e) all holders and all beneficial owners of Peak Options.

2.2 **Acquisition Agreement.** This plan of arrangement is made pursuant to the Acquisition Agreement.

2.3 **Articles of Arrangement.** The Articles of Arrangement shall be filed, and the Certificate shall be issued, with respect to the Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective in accordance with its terms in the sequence provided herein.

2.4 **The Arrangement.** At the Effective Time, the following shall occur and shall be deemed to occur in the following order and without any further act or formality:

Peak Common Shares

- (a) Each outstanding Peak Common Share held by each Peak shareholder, other than Parent, Peak, any Subsidiary of Parent or Peak (which Peak Common Shares shall not be transferred under the Arrangement and shall be cancelled at the Effective Time and cease to exist), will be transferred by the holder thereof to, and acquired by, Purchaser without any act or formality on the part of the holder of such Peak Common Share or Purchaser, free and clear of all Liens in exchange, with respect to each Peak Common Share held by such holder, for a cash payment in the amount of the Cash Consideration payable in
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accordance with Article 3; and the name of each such holder of Peak Common Shares will be removed from the register of holders of Peak Common Shares.

- (b) With respect to each Peak Common Share transferred and acquired in accordance with section 2.4(a):
 - (i) The holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to transfer such Peak Common Share in accordance with section 2.4(a), and such holder shall cease to be the holder of such transferred Peak Common Share; and
 - (ii) Purchaser shall be deemed to be the beneficial owner of all of Peak Common Shares transferred and acquired in accordance with section 2.4(a), free and clear of all Liens, and Purchaser's name shall be entered on the register of holders of Peak Common Shares as the legal holder thereof.

Peak Options

- (c) Each Peak Option, if any, that has not been exercised prior to the Effective Time and that has an Exercise Price that is less than the Cash Consideration shall be surrendered to Peak for cancellation in exchange for a cash payment from Peak in an amount equal to the difference between the Cash Consideration and the Exercise Price, less applicable statutory withholdings; the holder of such Peak Option shall thereafter only have the right to receive the consideration, if any, to which he or she is entitled pursuant to this section 2.4(c); and all such Peak Options shall be terminated and Peak shall have no liabilities or obligations with respect to such Peak Options except pursuant to this section 2.4(c).
- (d) Each Peak Option, if any, that has not been exercised prior to the Effective Time and that has an Exercise Price that is equal to or greater than the Cash Consideration shall be cancelled and terminated and shall cease to represent any right or claim whatsoever.
- (e) The Peak Share Option Plan shall be terminated.

**ARTICLE 3
CASH, CERTIFICATES AND FRACTIONAL SHARES**

3.1 **Peak Common Shares.** After the Effective Time, each certificate formerly representing Peak Common Shares shall represent only the right to receive the Cash Consideration the holder of Peak Common Shares represented by the certificate is entitled to in accordance with the terms of the Arrangement (less any amounts withheld pursuant to section 3.6) upon such holder depositing with the Depository the certificate and such other documents and instruments as the Depository may reasonably require.

3.2 **Payment of Consideration.**

- (a) At the Effective Time, Parent and Purchaser shall cause to be deposited, on behalf of Purchaser, with the Depository and to be held in escrow for the benefit of the holders of Peak Common Shares and holders of Peak Options, cash in the aggregate amount equal to the payments required by section 2.4(a) and section 2.4(c). The cash deposited in respect of the payments required by section 2.4(c) shall constitute the Option Payment
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Loan. All cash deposited with the Depositary shall be held in an interest-bearing account and any interest earned on such funds shall be for the account of Purchaser.

- (b) Upon surrender to the Depositary for transfer to Purchaser of a certificate which immediately prior to the Effective Time represented Peak Common Shares and in respect of which the holder is entitled to receive Cash Consideration under the Arrangement, together with a duly completed Letter of Transmittal and such other documents and instruments as would have been required to effect the transfer of Peak Common Shares formerly represented by such certificate under the ABCA and the by-laws of Peak, and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the Cash Consideration (less any amounts withheld pursuant to Section 3.6), and any certificates so surrendered shall be transferred to Purchaser. No interest shall be paid to holders of certificates that formerly represented Peak Common Shares in respect of the Cash Consideration.
- (c) Upon the written instruction of Peak, the Depositary shall deliver to each holder of Peak Options, if any, with an Exercise Price less than the Cash Consideration, the amount of cash such holder, if any, is entitled to under section 2.4(c) (less any amounts withheld pursuant to section 3.6). No interest shall be paid to holders of Peak Options in respect of any cash payable to such holders under section 2.4(c).

3.3 **Lost Certificate.** If any certificate, which immediately prior to the Effective Time represented Peak Common Shares, has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder of such Peak Common Shares claiming such certificate to be lost, stolen or destroyed, the Depositary, in respect of Peak Common Shares, will issue in exchange for such lost, stolen or destroyed certificate the consideration deliverable to such holder in respect of such lost, stolen or destroyed certificate under section 2.4(a). When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is to be delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to Purchaser and the Depositary, acting reasonably, in such sum as Purchaser may direct, or otherwise indemnify Purchaser, Peak and the Depositary, in a manner satisfactory to Purchaser, Peak and the Depositary, acting reasonably, against any claim that may be made against Purchaser, Peak or the Depositary, with respect to the certificate alleged to have been lost, stolen or destroyed.

3.4 **Dividends and Other Payments.** After the Effective Time, holders of Peak Common Shares shall not be entitled to any interest, dividend, premium or other payment on or with respect to Peak Common Shares other than the consideration which they are entitled to receive pursuant to the terms of the Arrangement.

3.5 **Extinguishment of Rights.** Any certificate formerly representing Peak Common Shares that is not deposited with all other documents required hereunder on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature, and the right of the holder of Peak Common Shares represented by any such certificate to receive consideration pursuant to the Arrangement shall be deemed to be surrendered to Parent together with all dividends, distributions and any interest thereon held for such holder.

3.6 **Withholding Rights.** Peak, Parent, Purchaser and the Depositary shall be entitled to deduct and withhold from any dividend, price or consideration otherwise payable to any holder of Peak Common Shares or Peak Options such amounts as Peak, Parent, Purchaser or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, or any provision of federal, provincial,

territorial, state, local or foreign tax law, in each case as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the holder of the securities in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Peak, Parent, Purchaser and the Depositary are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Peak, Parent, Purchaser and the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement, and Peak, Parent, Purchaser or the Depositary shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale.

ARTICLE 4 AMENDMENTS

4.1 Amendments.

- (a) Peak, Parent and Purchaser may, at any time and from time to time before the Effective Date, vary, amend, modify or supplement this plan of arrangement, provided that each such amendment, modification and/or supplement must be (i) set out in writing; (ii) approved by each of Peak, Parent and Purchaser; (iii) filed with the Court and, if made following the Peak Meeting, approved by the Court; and (iv) communicated to holders of Peak Common Shares, if and as required by the Court.
- (b) Any amendment, modification or supplement to this Arrangement may, with the consent of the other Parties to the Acquisition Agreement, be proposed by Peak, Parent or Purchaser at any time prior to or at the Peak Meeting with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Peak Meeting (other than as may be required under the Interim Order), shall become part of this plan of arrangement for all purposes.
- (c) Notwithstanding any other provision of this plan of arrangement, any amendment, modification or supplement of this plan of arrangement that is approved by the Court following the Peak Meeting shall be effective only if it is consented to by each of Peak, Parent and Purchaser.
- (d) Any amendment, modification or supplement to this plan of arrangement may be made following the Effective Date unilaterally by Purchaser, provided that it concerns a matter which, in the reasonable opinion of Purchaser and its counsel, is of an administrative nature required to better give effect to the implementation of the Arrangement and is not adverse to the financial or economic interest of any former holder of Peak Common Shares or Peak Options.

ARTICLE 5 FURTHER ASSURANCES

5.1 **Further Assurances.** Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this plan of arrangement without any further act or formality, each of the Parent, Purchaser and Peak shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further, to document or to evidence any of the transactions or events set out herein.

Schedule B
To the Acquisition Agreement

Special Resolution of the Peak Shareholders

BE IT RESOLVED THAT:

1. The arrangement (the "Arrangement") under Section 193 of the Business Corporations Act (Alberta) (the "ABCA") involving Peak Energy Services Ltd. ("Peak") and the holders of Peak common shares and options to purchase Peak common shares (the "Securityholders"), all as more particularly described in the plan of arrangement involving Peak set out in Appendix • to the management information circular (the "Circular") of Peak accompanying the notice of this meeting, as such plan may have been or may hereafter be modified or amended in accordance with its terms (the "Plan of Arrangement"), is hereby authorized, approved and adopted.
 2. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of Peak or that the Arrangement has been approved by the Court of Queen's Bench of Alberta, the directors of Peak, without further notice or approval of the Securityholders, are hereby authorized and empowered (i) to amend the acquisition agreement dated as of April 5, 2011, among Clean Harbors, Inc., Clean Harbors Industrial Services Canada, Inc. and Peak (the "Acquisition Agreement") and the Plan of Arrangement to the extent permitted by the Acquisition Agreement and the Plan of Arrangement, (ii) subject to the terms of the Acquisition Agreement, not to proceed with the Arrangement, and (iii) to revoke this resolution at any time prior to the Plan of Arrangement becoming effective pursuant to the provisions of the ABCA.
 3. Any officer or director of Peak is hereby authorized and directed for and on behalf of Peak to execute and deliver articles of arrangement and such other documents as are necessary or desirable under the ABCA in accordance with the Acquisition Agreement.
 4. Any officer or director of Peak is hereby authorized and directed for and on behalf of Peak to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolution, including the transactions contemplated by the Plan of Arrangement and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.
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Schedule C
To the Acquisition Agreement

Regulatory Approvals

Part A — Canada

- Any one of the following shall have occurred:
 - (a) the waiting period under section 123(1) shall have expired and the Commissioner shall have advised the Parties in writing (which advice will not have been rescinded or amended) that she does not, at that time, intend to make an application for an order under section 92 of the Competition Act in respect of the transactions contemplated under the Arrangement, on terms and conditions satisfactory to the Parties, acting reasonably,
 - (b) the Commissioner shall have provided notice to the Parties under Section 123(2), in writing (which notice will not have been rescinded or amended) that she does not, at that time, intend to make an application for an order under section 92 of the Competition Act in respect of the transactions contemplated under the Arrangement, on terms and conditions satisfactory to the Parties, acting reasonably;
 - (c) the Commissioner shall have issued an advance ruling certificate pursuant to Section 102 of the Competition Act in respect of the transactions contemplated by the Arrangement; or
 - (d) the Commissioner shall have: (A) pursuant to section 113(c) of the Competition Act, waived the obligation of the Parties to provide notice of the transactions contemplated by the Arrangement pursuant to section 114(1) of the Competition Act, and (B) advised the Parties in writing (which advice will not have been rescinded or amended) that she does not, at that time, intend to make an application for an order under section 92 of the Competition Act in respect of the Arrangement, on terms and conditions satisfactory to the Parties, acting reasonably.
- All Canadian federal or provincial government or regulatory approvals, waivers, permits, consents, reviews, orders, decisions and exemptions that, in Parent's and Peak's reasonable judgment, are necessary or desirable to complete the Arrangement shall have been obtained or concluded, or in the case of waiting or suspensory periods, expired or been terminated, each on terms and conditions satisfactory to Parent and Peak, each acting reasonably.

Part B — United States

- All United States federal or state government or regulatory approvals, waivers, permits, consents, reviews, orders, decisions and exemptions that relate to operations in the United States on the date of this Agreement of certain of the Peak Subsidiaries and, in Parent's and Peak's reasonable judgment, are necessary or desirable to complete the Arrangement, shall have been obtained or concluded, or in the case of waiting or suspensory periods, expired or been terminated, each on terms and conditions satisfactory to Parent and Peak, each acting reasonably.
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[FORM]

VOTING AND LOCK-UP AGREEMENT

THIS AGREEMENT is made on April 5, 2011.

BETWEEN:

The executive officers and directors listed on Schedule A (each, a “**Peak Management Shareholder**” and collectively, the “**Peak Management Shareholders**”) of Peak Energy Services Ltd., a corporation incorporated under the laws of Alberta (“**Peak**”)

- and -

Clean Harbors, Inc., a corporation incorporated under the laws of Massachusetts (“**Parent**”)

- and -

Clean Harbors Industrial Services Canada, Inc., a corporation incorporated under the laws of Alberta (“**Purchaser**”).

RECITALS:

- A. Parent, Purchaser and Peak have entered into a business combination transaction by way of an arrangement (the “**Arrangement**”) pursuant to an acquisition agreement dated as of April 5, 2011 (the “**Acquisition Agreement**”).
 - B. As consideration for Parent and Purchaser entering into the Acquisition Agreement, each Peak Management Shareholder undertakes to take certain actions and do certain things to support the Arrangement as set out in this voting and lock-up agreement (this “**Agreement**”).
 - C. Each Peak Management Shareholder is the registered and/or direct or indirect beneficial owner of, or has control or direction over, the number of issued and outstanding common shares of Peak (“**Peak Common Shares**”) set forth on Schedule A.
 - D. Each Peak Management Shareholder is the holder of the number of options of Peak (“**Peak Options**”) set forth on Schedule A to purchase Peak Common Shares granted under the Peak Share Option Plan.
 - E. The terms of the Arrangement are set out in the Acquisition Agreement (including the proposed Plan of Arrangement), a copy of which is attached as Schedule B. Unless the context indicates otherwise, capitalized terms used herein and not otherwise defined have the meanings set forth in the Acquisition Agreement.
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THEREFORE, in consideration of the covenants herein contained and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Peak Management Shareholder, Parent and Purchaser agree as follows.

**ARTICLE 1
REPRESENTATIONS AND WARRANTIES**

1.1 Peak Management Shareholder Representations

Each Peak Management Shareholder represents and warrants to Parent and Purchaser in respect of such Peak Management Shareholder only and not any other Peak Management Shareholder (and acknowledges that each of Parent and Purchaser is independently relying upon such representations and warranties in entering into the Acquisition Agreement) as follows:

- (a) The Peak Common Shares and Peak Options set forth opposite such Peak Management Shareholder's name on Schedule A to this Agreement represent all securities or rights to acquire securities of Peak held of record or beneficially owned by such Peak Management Shareholder, or over which such Peak Management Shareholder has any direct or indirect voting power or dispositive power or other control or direction. Except as described in the notes to Schedule A, such Peak Management Shareholder is the sole legal and sole beneficial owner of, directly or indirectly, has sole voting power over, sole power of disposition of, sole control and sole direction over such Peak Common Shares and Peak Options, and sole power to agree to all of the matters set forth in this Agreement. Except as described in the notes to Schedule A, such Peak Management Shareholder (or the respective affiliate of such Peak Management Shareholder described in the notes to Schedule A) has good and marketable title to such Peak Common Shares and Peak Options, free and clear of any and all liens, pledges, mortgages, charges, restrictions, security interests, encumbrances, adverse claims and demands or rights of others of any nature or kind.
- (b) Such Peak Management Shareholder has the legal capacity to execute and deliver this Agreement and to perform his obligations under this Agreement. This Agreement has been duly executed and delivered by such Peak Management Shareholder, and assuming the due authorization, execution and delivery by Parent and Purchaser, this Agreement constitutes the legal, valid and binding obligation of such Peak Management Shareholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity.
- (c) Such Peak Management Shareholder has not previously granted or agreed to grant any proxy or other right to vote in respect of his Peak Common Shares and Peak Options or entered into any voting trust, pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind as to his Peak Common Shares and Peak Options except those which are no longer of any force or effect.

- (d) No Peak Management Shareholder has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from such Peak Management Shareholder of any of his Peak Common Shares and Peak Options, or any interest therein or right thereto, except pursuant to this Agreement and the Acquisition Agreement.
- (e) Neither the execution and delivery of this Agreement by such Peak Management Shareholder, the performance by such Peak Management Shareholder of his obligations hereunder, nor the compliance by such Peak Management Shareholder with any of the provisions hereof will result in the creation of any lien or encumbrance on any of his Peak Common Shares or Peak Options or result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any contract or other document to which such Peak Management Shareholder is a party or subject, or any judgment, decree, order, statute, law, rule or regulation applicable to such Peak Management Shareholder.
- (f) There are no other obligations relating to the Peak Common Shares and Peak Options outstanding between such Peak Management Shareholder or his Affiliates, on the one hand, and Peak or its Subsidiaries, on the other hand.
- (g) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of such Peak Management Shareholder, threatened against such Peak Management Shareholder or any of his properties that, individually or in the aggregate, could impair the ability of such Peak Management Shareholder to perform his obligations under this Agreement. There is no judgment, decree or order against such Peak Management Shareholder that could prevent, enjoin, alter or delay such Peak Management Shareholder from performing his obligations under this Agreement.
- (h) No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been received or made is required by the Peak Management Shareholder in connection with the execution and delivery by the Peak Management Shareholder of this Agreement and the completion of the matters contemplated by this Agreement.

1.2 Parent and Purchaser Representations

Each of Parent and Purchaser hereby represents and warrants to each Peak Management Shareholder separately as to each and not in respect of the other (and acknowledges that the Peak Management Shareholders are relying upon such representations and warranties) as follows:

- (a) It is a corporation duly incorporated and validly existing under the Laws of its jurisdiction of incorporation.

- (b) It has the legal capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Parent or Purchaser, as applicable, and has been duly authorized by all necessary corporate action, and assuming the due authorization, execution and delivery by each Peak Management Shareholder, this Agreement constitutes a legal, valid and binding obligation of Parent and Purchaser, as applicable, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity.
- (c) The execution, delivery and performance of this Agreement by Parent or Purchaser, as applicable, will not (i) constitute a violation of its articles of incorporation or by-laws, each as amended or (ii) constitute a violation of any Law applicable or relating to it or its businesses.
- (d) Neither the execution and delivery of this Agreement by Parent or Purchaser, the performance by Parent or Purchaser of its respective obligations hereunder and under the Acquisition Agreement, nor the compliance by Parent or Purchaser with any of the provisions hereof or thereof will result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any contract or other document to which the Parent or Purchaser is a party or subject, or any judgment, decree, order, statute, law, rule or regulation applicable to Parent or Purchaser.
- (e) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Parent or Purchaser, threatened against the Parent or Purchaser or any of its respective properties that, individually or in the aggregate, could impair the ability of the Parent or Purchaser to perform its obligations under this Agreement or the Acquisition Agreement. There is no judgment, decree or order against the either Parent or Purchaser that could prevent, enjoin, alter or delay the Parent or Purchaser from performing its obligations under this Agreement or the Acquisition Agreement.
- (f) No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been received or made is required by Parent or Purchaser in connection with the execution and delivery by Parent or Purchaser of this Agreement and the completion of the matters contemplated by this Agreement.

ARTICLE 2
PEAK MANAGEMENT SHAREHOLDER OBLIGATIONS

2.1 Restrictions on Transfers

- (a) Each Peak Management Shareholder hereby irrevocably covenants in favour of Parent and Purchaser that, except as contemplated in this Agreement, or unless this Agreement is terminated in accordance with Article 4, such Peak Management Shareholder will not: (i) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of his Peak Common Shares or Peak Options or any additional common shares of Peak in respect of which such Peak Management Shareholder acquires direct or indirect legal or beneficial ownership or control or direction after the date hereof (the “**Additional Peak Common Shares**”) or any additional options to acquire common shares of Peak in respect of which he acquires direct or indirect legal or beneficial ownership or control or direction after the date hereof (the “**Additional Peak Options**”), or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition, derivative transaction or effective economic disposition through cash settlement), or (ii) grant any proxies or powers of attorney, or deposit any of his Peak Common Shares, Peak Options, Additional Peak Options or Additional Peak Common Shares (collectively, the “**Owned Peak Securities**”) into a voting trust or enter into a voting agreement, pooling agreement, understanding or arrangement with respect to such Owned Peak Securities, without having first obtained the prior written consent of Parent.
- (b) Notwithstanding the restrictions in 2.1(a) above, a Peak Management Shareholder may transfer, sell or dispose of any Owned Peak Securities to an “associate” or “affiliate” (each within the meaning of the *Securities Act* (Alberta)) of that Peak Management Shareholder, provided, however, that prior to any such transfer, sale or disposition, the transferee shall agree with Parent and Purchaser, in form and on terms satisfactory to Parent and Purchaser, acting reasonably, to be bound by all of the provisions of this Agreement in the same manner as the Peak Management Shareholder, and the Peak Management Shareholder shall remain, with such transferee, jointly and severally liable for its and such transferee’s obligations under this Agreement.

2.2 Non-Solicitation

On the terms and subject to the conditions of this Agreement, each Peak Management Shareholder hereby covenants and agrees in favour of Parent and Purchaser that the Peak Management Shareholder shall:

- (a) unless this Agreement is terminated in accordance with Article 4, not take any action of any kind which might, directly or indirectly, interfere with the successful completion of the Arrangement, including any action to (i) solicit, assist, initiate, facilitate or encourage (including by way of furnishing or providing access to any information or permitting any visit to any facilities or properties of Peak or any of

its Subsidiaries, or entering into any form of contract) the initiation of any inquiries, proposals or offers regarding an Acquisition Proposal, (ii) participate in any discussions or negotiations with any Person (other than Parent, Purchaser and their Affiliates) regarding an actual or potential Acquisition Proposal, (iii) influence the Peak Board or any committee thereof to withdraw, amend, modify or qualify, or propose publicly to withdraw, amend, modify or qualify, in a manner adverse to Parent or Purchaser, the approval or recommendation of the Board or any committee thereof of the Acquisition Agreement or the Arrangement, (iv) accept, approve, endorse, or propose publicly to approve, endorse or recommend, any Acquisition Proposal, or (v) accept or enter into, or publicly propose to accept or enter into, any contract in respect of an Acquisition Proposal;

- (b) immediately terminate any existing solicitations, discussions or negotiations with any Person (other than Parent or Purchaser and their Affiliates) that has made, indicated any interest to make or may reasonably be expected to make, an Acquisition Proposal and cease to provide to any such Person any information, or access to any information, concerning Peak or any of its Subsidiaries; and
- (c) promptly (and in any event within 24 hours) notify Parent, at first orally and thereafter in writing, of any proposal, inquiry, offer (or any amendment thereto) or request relating to or constituting an Acquisition Proposal, or that could, in the opinion of the Peak Management Shareholder, be reasonably expected to lead to an Acquisition Proposal, in each case received after the date hereof, of which the Peak Management Shareholder becomes aware, or any amendments to the foregoing, any request for discussions or negotiations, any request for representation on the Board, or any request for non-public information relating to Peak or any of its Subsidiaries in connection with an Acquisition Proposal, or for access to the properties, books or records of Peak or any of its Subsidiaries by any Person that informs the Peak Management Shareholder that it is considering making, or has made, an Acquisition Proposal or any amendment thereto; promptly provide to Parent a description of the material terms and conditions of any such Acquisition Proposal or, inquiry, offer or request, together with a copy of all documentation relating to any such Acquisition Proposal or inquiry, offer or request, the identity of the Person making such proposal, inquiry, offer or request, and any other details of the Acquisition Proposal, contract, documents or negotiations as Parent may reasonably request; and keep Parent informed of any change to the material terms of any such Acquisition Proposal or proposal, inquiry, offer or request.

2.3 Voting Rights

Unless this Agreement is terminated in accordance with Article 4:

- (a) subject to completion of a proxy as contemplated under this Agreement, each Peak Management Shareholder agrees in favour of Parent and Purchaser that he will, to the extent permitted under applicable Securities Laws, vote (or cause to be

voted) all Owned Peak Securities at any meeting of the shareholders of Peak, and in any action by written consent of the shareholders of Peak: (i) in favour of the approval, consent, ratification and adoption of the Arrangement (and any actions required in furtherance thereof); or (ii) against any action that would impede, delay, interfere or discourage the Arrangement (including, for greater certainty, against (A) any Acquisition Proposal, (B) any merger, consolidation, business combination, sale of assets, amalgamation, arrangement, reorganization or recapitalization of Peak, (C) any sale, lease or transfer of all or substantially all of the assets of Peak, (D) any dissolution, liquidation or winding up of Peak, (E) any action to remove or change any of the directors of Peak, and (F) any material change in the capitalization of Peak, or the corporate structure or charter of Peak) (in each case where the relevant proposal does not have the express written agreement of Parent and Purchaser); and (iii) against any action that would result in any breach of any representation, warranty or covenant of Peak in the Acquisition Agreement;

- (b) for greater certainty, in connection with any matter referred to in Section 2.3(a) other than those matters referred to in Section 2.3(a)(i), each Peak Management Shareholder agrees in favour of Purchaser and Parent that he will consult with Purchaser and Parent prior to exercising any voting rights attached to his Owned Peak Securities and will exercise or procure the exercise of such voting rights as Purchaser or Parent instructs;
- (c) upon the written request or direction of Parent or Purchaser, each Peak Management Shareholder agrees in favour of Parent and Purchaser that such Peak Management Shareholder shall promptly execute and deliver, and not revoke, a proxy appointing such Person or Persons as Parent or Purchaser may request or direct as proxy for such Peak Management Shareholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of such Peak Management Shareholder in respect of all such matters that may come before any meeting of Peak Shareholders relating to the Arrangement including any action that would impede, interfere or discourage the Arrangement and in such circumstances, the Peak Management Shareholder will not be responsible for voting under Section 2.3(a). If for any reason such proxy is invalid or not effective or is not delivered promptly after request is made, such Peak Management Shareholder hereby unconditionally and irrevocably appoints Parent and Purchaser as attorney in fact for and on its behalf to act in respect of any such resolution in connection with any meeting of the Peak Shareholders; and
- (d) each Peak Management Shareholder agrees in favour of Parent and Purchaser that such Peak Management Shareholder shall not, without the prior written consent of Parent and Purchaser, requisition or join in the requisition of any meeting of the securityholders of Peak for the purpose of considering any resolution.

2.4 Additional Covenants of each Peak Management Shareholder

Each Peak Management Shareholder hereby undertakes in favour of Parent and Purchaser:

- (a) to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding, or varying such Arrangement or any aspect thereof;
- (b) to not do indirectly that which he may not do directly in respect of the restrictions on his rights with respect to such Peak Management Shareholder's Owned Peak Securities pursuant to this Article 2, including, but not limited to, the sale of any direct or indirect holding company of such Peak Management Shareholder or the granting of a proxy on any of such Peak Management Shareholder's Owned Peak Securities of any direct or indirect holding company of such Peak Management Shareholder which would have, indirectly, the effects prohibited by this Article 2;
- (c) if such Peak Management Shareholder is also a director of Peak, upon completion of the Plan of Arrangement, to resign as a director of Peak and its subsidiaries at the time and in the manner requested by Parent provided that the foregoing shall not restrict the ability of such Peak Management Shareholder to resign at an earlier time if such Peak Management Shareholder so desires;
- (d) in respect of any Owned Peak Securities of which the Peak Management Shareholder has indirect or beneficial ownership or over which the Peak Management Shareholder has control or direction, the Peak Management Shareholder will cause the record holder of such securities to perform all covenants of such Peak Management Shareholder as if such record holder is the Peak Management Shareholder;
- (e) to promptly notify Parent and Purchaser of the number of Additional Peak Common Shares and/or Additional Peak Options acquired by such Peak Management Shareholder, if any, after the date hereof. Any such securities shall be subject to the terms of this Agreement as though they were Peak Common Shares and/or Peak Options owned by such Peak Management Shareholder on the date hereof;
- (f) to promptly notify Parent and Purchaser upon any of the Peak Management Shareholder's representations and warranties contained herein becoming untrue or incorrect in any material respect prior to the date on which the Plan of Arrangement becomes effective (the "**Effective Time**"), and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof); and
- (g) to not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement.

2.5 Revised Arrangement

If Parent and Purchaser conclude, after the date of this Agreement, that it is necessary or desirable to proceed with a form of transaction other than the Arrangement (including, without

limitation, an amalgamation or a takeover bid) whereby Parent and/or Purchaser, and/or their Affiliates, would effectively acquire all the Peak Common Shares on economic and other terms and conditions (including, without limitation, tax treatment) having consequences to the Peak Management Shareholder that are equivalent to or better than those contemplated by this Agreement (any such transaction is referred to as a “**Revised Arrangement**”), the Peak Management Shareholder agrees to support the completion of the Revised Arrangement in the same manner as the Arrangement, including by tendering Owned Peak Securities pursuant to the Revised Arrangement and, if necessary, by voting the Peak Common Shares in favour of a special resolution approving the Revised Arrangement. In the event of any proposed Revised Arrangement, any reference in this Agreement to the Arrangement shall refer to the Revised Arrangement to the extent applicable, and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Revised Arrangement.

2.6 Fiduciary Obligations

Parent and Purchaser hereby agree and acknowledge that each Peak Management Shareholder is bound hereunder solely in its capacity as a securityholder of Peak and that the provisions hereof shall not be deemed or interpreted to bind such Peak Management Shareholder in any capacity as a director or an officer of Peak.

2.7 No Ownership Interest

Nothing contained in this Agreement vests in Parent and Purchaser any direct or indirect ownership, or incidence of ownership, of or with respect to any Owned Peak Securities. All rights, ownership and economic benefits of and relating to any Owned Peak Securities remain vested in and belong to each applicable Peak Management Shareholder, and Parent and Purchaser have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of Peak or exercise any power or authority to direct any Peak Management Shareholder in the voting of any of the Owned Peak Securities, or in the performance of the Peak Management Shareholders’ duties or responsibilities as a shareholder of Peak, except as otherwise provided herein.

2.8 Remedies

Each Peak Management Shareholder agrees that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached for which money damages would not be an adequate remedy at law. It is accordingly agreed that Parent and Purchaser will be entitled to an injunction or injunctions and other equitable relief to prevent breaches of this Agreement, with any requirement for the securing or posting of any bond in connection with obtaining any such injunctive or other equitable relief hereby being waived.

**ARTICLE 3
OTHER COVENANTS**

3.1 No Dissent

Each Peak Management Shareholder hereby waives and agrees, in favour of Parent and Purchaser, not to exercise any rights of appraisal or rights of dissent such Peak Management Shareholder may have in connection with the Arrangement.

3.2 Disclosure

Each Peak Management Shareholder agrees in favour of Parent and Purchaser:

- (a) to the details of this Agreement being set out in any information circular produced by Peak or Parent in connection with the Arrangement; and
- (b) to this Agreement being made publicly available on SEDAR and otherwise to the extent required by Law.

**ARTICLE 4
TERMINATION**

4.1 Termination by Peak Management Shareholder

The obligations of the Peak Management Shareholder under this Agreement shall automatically terminate upon the earlier of (i) the termination of the Acquisition Agreement in accordance with its terms (including, without limitation, the termination of the Acquisition Agreement in connection with a Superior Proposal in accordance with Section 8.2(d) of the Acquisition Agreement) and (ii) written notice by the Peak Management Shareholder to the Parent and the Purchaser if: (y) the transaction contemplated by the Acquisition Agreement is not completed by the Outside Date; or (z) the Acquisition Agreement is amended or the Parent and Purchaser agree to amend, or publicly announce an intention to amend, the Acquisition Agreement, without the written approval of the Peak Management Shareholder, other than to give effect to a Revised Arrangement, and where the effect of such amendment is to reduce the amount of the Cash Consideration (as defined in the Arrangement).

4.2 Termination by Parent and Purchaser

Parent and Purchaser, when not in default in the performance of its obligations under this Agreement, may, at any time and without prejudice to any other rights it may have under this Agreement or otherwise, terminate this Agreement, in respect of any Peak Management Shareholder, by notice in writing to such Peak Management Shareholder.

4.3 Effect of Termination

In the case of any notice of termination of this Agreement pursuant to either Section 4.1 or 4.2, this Agreement shall terminate as between Parent and Purchaser and the applicable Peak Management Shareholder or Peak Management Shareholders and be of no further force or effect. Notwithstanding anything else contained herein, such termination shall not relieve any party hereunder from liability for any breach of this Agreement prior to such termination.

ARTICLE 5 MISCELLANEOUS

5.1 Interpretation

In this Agreement:

- (a) **Governing Law** — This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of Alberta and the laws of Canada applicable therein, and will be construed and treated in all respects as an Alberta contract. Each party to this Agreement hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Alberta in respect of all matters arising under and in relation to this Agreement and the Arrangement. Each party to this Agreement hereby waives any right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of the parties in the negotiation, administration, performance and enforcement of this Agreement.
- (b) **Headings** — Headings of Sections, Articles and Schedules are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) **Including** — Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (d) **Number and Gender** — Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include both genders and neuter.
- (e) **Severability** — If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.2 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A - Peak Management Shareholder Information

Schedule B - Acquisition Agreement

5.3 Date for any Action

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

5.4 Entire Agreement

This Agreement, together with the agreements and other documents required to be delivered pursuant to this Agreement, constitutes the entire agreement between Parent, Purchaser and each Peak Management Shareholder and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between Purchaser, Parent and each Peak Management Shareholder pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No reliance has been made upon, and there are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written between Parent, Purchaser and each Peak Management Shareholder in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

5.5 Survival

The representations and warranties of the Peak Management Shareholder made in this Agreement shall survive the completion of the Arrangement and shall continue in full force and effect for the benefit of Parent and Purchaser for a period of one year from the date of this Agreement, with the exception of the representation and warranty in Section 1.1(a), which shall survive indefinitely.

5.6 Notices

All notices and other communications given or made pursuant hereto will be in writing and will be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the second following Business Day if sent by prepaid overnight courier, to the parties at the following addresses:

if to a Peak Management Shareholder:

at such Peak Management Shareholder's address, fax number or e-mail address as set out in Schedule A

if to Parent or Purchaser:

c/o Clean Harbors, Inc.
Attention: Brian Weber
Facsimile: 781-792-5900
E-mail: weberb@cleanharbors.com

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

Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, Massachusetts, U.S.A., 02108
Attention: C. Michael Malm
Facsimile: (617) 523-6215
E-mail: cmalm@davismalm.com

and to

Gowling Lafleur Henderson LLP
Suite 1020 50 Queen Street North
Kitchener, ON N2H 6M2 Canada
Attention: Bryce Kraeker
Facsimile: (519) 571-5045
E-mail: bryce.kraeker@gowlings.com

Parent and Purchaser may, from time to time, change its address by giving notice to each Peak Management Shareholder in accordance with the provisions of this Section, and each Peak Management Shareholder may change his address by giving Parent and Purchaser such notice in such manner.

5.7 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.

5.8 Further Assurances

The parties will with reasonable due diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

5.9 Time of the Essence

Time will be of the essence in this Agreement.

5.10 Expenses

Parent, Purchaser and each Peak Management Shareholder shall pay their respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments

executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.11 Waiver

Each Peak Management Shareholder and Parent and Purchaser agree with each other and confirm to each other that:

- (a) any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by any party to be bound or in the case of a waiver, by the party against whom the waiver is to be effective; and
- (b) no failure or delay by any Peak Management Shareholder or Parent and Purchaser in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise by such Peak Management Shareholder, Parent and Purchaser.

5.12 Assignability

The provisions of this Agreement are binding upon and enure to the benefit of Parent, Purchaser and each Peak Management Shareholder and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns. No Peak Management Shareholder may assign, delegate or otherwise transfer any of his rights, interests or obligations under this Agreement without the prior written consent of Parent and Purchaser. Parent and Purchaser may not assign, delegate or otherwise transfer any of its rights, interest or obligations under this Agreement, in respect of any Peak Management Shareholder, without the prior written consent of such Peak Management Shareholder, except that Purchaser or Parent may assign, delegate or otherwise transfer any of its rights, interest or obligations under this Agreement, in respect of any Peak Management Shareholder, to an Affiliate, without reducing its own obligations hereunder, without the consent of such Peak Management Shareholder.

5.13 Independent Legal Advice

Each Peak Management Shareholder acknowledges in favour of Parent and Purchaser that he has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. Each Peak Management Shareholder further acknowledges in favour of Parent and Purchaser that he has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that he has either done so or waived his right to do so, and agrees in favour of Parent and Purchaser that this Agreement constitutes a binding legal obligation and that he is estopped from raising any claim on the basis that he has not obtained such advice.

5.14 Public Notices

Each Peak Management Shareholder acknowledges and agrees in favour of Parent and Purchaser that: all public notices to third parties and all other publicity concerning this Agreement, the Acquisition Agreement and the transactions contemplated hereunder and thereunder will be

planned and co-ordinated by Purchaser, Parent and/or Peak in accordance with the Acquisition Agreement; and such Peak Management Shareholder shall not act unilaterally in this regard without the prior approval of Parent and Purchaser unless such disclosure is required under applicable Securities Laws and stock exchange rules in circumstances where prior consultation with Parent and Purchaser is not practicable.

5.15 Execution and Delivery

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

[Signature Page Follows]

WITNESSES:

PEAK MANAGEMENT SHAREHOLDER

Name of Witness:

CLEAN HARBORS, INC.

Per: _____

Name: James M. Rutledge
Title: Executive Vice President,
Chief Financial Officer and Treasurer

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

Per: _____

Name: James M. Rutledge
Title: Executive Vice President,
Chief Financial Officer and Treasurer

[Signature Page to Voting and Lock-Up Agreement]

**SCHEDULE A
PEAK MANAGEMENT SHAREHOLDER INFORMATION**

Pursuant to Section 1.1(a) of the Agreement, each Peak Management Shareholder is the sole legal and sole beneficial owner of, directly or indirectly, has sole voting power over, sole power of disposition of, sole control and sole direction over such Peak Common Shares and Peak Options as set forth below opposite each such shareholder's name, and sole power to agree to all of the matters set forth in the Agreement, except as set out below

Peak Management Shareholder	Peak Common Shares	Peak Options
[]	[](1)	[]

Notes:
(1) []

Pursuant to Section 1.1(a) of the Agreement, each Peak Management Shareholder has good and marketable title to its Peak Common Shares and Peak Options, free and clear of any and all liens, pledges, mortgages, charges, restrictions, security interests, encumbrances, adverse claims and demands or rights of others of any nature or kind, except as set out below:

Peak Management Shareholder

[NAME] 1. [DESCRIPTION]

Pursuant to Section 5.6 of the Agreement, address for service for all above-listed Peak Management Shareholders is as follows:

c/o Peak Inc.
[ADDRESS]
Attention: []

SCHEDULE B
ACQUISITION AGREEMENT

VOTING AND LOCK-UP AGREEMENT

THIS AGREEMENT is made on April 5, 2011.

BETWEEN:

Deans Knight Capital Management Ltd. (the "**Peak Shareholder**"), a shareholder of Peak Energy Services Ltd., a corporation incorporated under the laws of Alberta ("**Peak**") as portfolio manager on behalf of certain investors

- and -

Clean Harbors, Inc., a corporation incorporated under the laws of Massachusetts ("**Parent**")

- and -

Clean Harbors Industrial Services Canada, Inc., a corporation incorporated under the laws of Alberta ("**Purchaser**").

RECITALS:

- A. Parent, Purchaser and Peak intend to enter into a business combination transaction by way of an arrangement (the "**Arrangement**") pursuant to an acquisition agreement dated as of April 5, 2011 (the "**Acquisition Agreement**").
- B. As an inducement to Parent's and Purchaser's willingness to enter into the Acquisition Agreement, the Peak Shareholder undertakes to take certain actions and do certain things to support the Arrangement as set out in this voting and lock-up agreement (this "**Agreement**").
- C. The Peak Shareholder is the holder and has control (other than beneficial control, as further described in **Schedule A**) or direction over, the number of issued and outstanding common shares of Peak ("**Peak Common Shares**") set forth on **Schedule A**.
- D. The terms of the Arrangement are set out in the Acquisition Agreement (including the proposed Plan of Arrangement), a copy of which is attached as **Schedule B**. Unless the context indicates otherwise, capitalized terms used herein and not otherwise defined have the meanings set forth in the Acquisition Agreement.

THEREFORE, in consideration of the covenants herein contained and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Peak Shareholder, Parent and Purchaser agree as follows.

ARTICLE 1
REPRESENTATIONS AND WARRANTIES

1.1 Peak Shareholder Representations

The Peak Shareholder represents and warrants to Parent and Purchaser (and acknowledges that each of Parent and Purchaser is independently relying upon such representations and warranties in entering into the Acquisition Agreement) as follows:

- (a) The Peak Common Shares set forth opposite the Peak Shareholder's name on **Schedule A** to this Agreement represent all securities or rights to acquire securities of Peak held by the Peak Shareholder and over which the Peak Shareholder has any voting power or dispositive power or other control or direction. Except as described in the notes to **Schedule A**, the Peak Shareholder, has sole voting power over, sole power of disposition of, sole control and sole direction over such Peak Common Shares, and sole power to agree to all of the matters set forth in this Agreement. Except as described in the notes to **Schedule A**, the Peak Shareholder (or the respective affiliate of the Peak Shareholder described in the notes to **Schedule A**) has holds such Peak Common Shares, free and clear of any and all liens, pledges, mortgages, charges, restrictions, security interests, encumbrances, adverse claims and demands or rights of others of any nature or kind, other than restrictions under applicable securities laws. Other than the Peak Common Shares set out on **Schedule A**, no other securities of Peak or rights to acquire securities of Peak are beneficially owned, held of record or controlled or directed, directly or indirectly, by the Peak Shareholder.
- (b) The Peak Shareholder has the legal capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Peak Shareholder, and assuming the due authorization, execution and delivery by Parent and Purchaser, this Agreement constitutes the legal, valid and binding obligation of the Peak Shareholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity.
- (c) The Peak Shareholder has not previously granted or agreed to grant any proxy or other right to vote in respect of its Peak Common Shares or entered into any voting trust, nor any pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind as to its Peak Common Shares except those which are no longer of any force or effect.
- (d) The Peak Shareholder does not have any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Peak Shareholder of any of its Peak Common Shares, or any interest therein or right thereto, except pursuant to this Agreement and the Acquisition Agreement.

- (e) Neither the execution and delivery of this Agreement by the Peak Shareholder, the performance by the Peak Shareholder of its obligations hereunder, nor the compliance by the Peak Shareholder with any of the provisions hereof will result in the creation of any lien or encumbrance on any of its Peak Common Shares or result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any contract or other document to which the Peak Shareholder is a party or subject, or any judgment, decree, order, statute, law, rule or regulation applicable to the Peak Shareholder.
- (f) There are no other obligations relating to the Peak Common Shares outstanding between the Peak Shareholder or its Affiliates, on the one hand, and Peak or its Subsidiaries, on the other hand.
- (g) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Peak Shareholder, threatened against the Peak Shareholder or any of its properties that, individually or in the aggregate, could impair the ability of the Peak Shareholder to perform its obligations under this Agreement. There is no judgment, decree or order against the Peak Shareholder that could prevent, enjoin, alter or delay the Peak Shareholder from performing its obligations under this Agreement.
- (h) No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been received or made is required by the Peak Shareholder in connection with the execution and delivery by the Peak Shareholder of this Agreement and the completion of the matters contemplated by this Agreement, other than the approval of the Arrangement by a court of competent jurisdiction.

1.2 Parent and Purchaser Representations

Each of Parent and Purchaser hereby represents and warrants to the Peak Shareholder separately as to each and not in respect of the other (and acknowledges that the Peak Shareholder is relying upon such representations and warranties) as follows:

- (a) It is a corporation duly incorporated and validly existing under the Laws of its jurisdiction of incorporation.
- (b) It has the legal capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Parent or Purchaser, as applicable, and has been duly authorized by all necessary corporate action, and assuming the due authorization, execution and delivery by the Peak Shareholder, this Agreement constitutes a legal, valid and binding obligation of Parent and Purchaser, as applicable, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity.

- (c) Neither the execution and delivery of this Agreement by Parent or Purchaser, the performance by Parent or Purchaser of its respective obligations hereunder and under the Acquisition Agreement, nor the compliance by Parent or Purchaser with any of the provisions hereof or thereof will result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any contract or other document to which the Parent or Purchaser is a party or subject, or any judgment, decree, order, statute, law, rule or regulation applicable to Parent or Purchaser.
- (d) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Parent or Purchaser, threatened against the Parent or Purchaser or any of its respective properties that, individually or in the aggregate, could impair the ability of the Parent or Purchaser to perform its obligations under this Agreement or the Acquisition Agreement. There is no judgment, decree or order against the either Parent or Purchaser that could prevent, enjoin, alter or delay the Parent or Purchaser from performing its obligations under this Agreement or the Acquisition Agreement.
- (e) No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been received or made is required by the Parent or Purchaser in connection with the execution and delivery by the Parent or Purchaser of this Agreement and the completion of the matters contemplated by this Agreement.

ARTICLE 2
PEAK SHAREHOLDER OBLIGATIONS

2.1 Restrictions on Transfers

- (a) The Peak Shareholder hereby irrevocably covenants in favour of Parent and Purchaser that, except as contemplated in this Agreement or unless this Agreement is terminated in accordance with Section 4.1 , the Peak Shareholder will not: (i) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of its Peak Common Shares or any additional common shares of Peak in respect of which the Peak Shareholder acquires direct or indirect legal or beneficial ownership or control or direction after the date hereof (the “**Additional Peak Common Shares**”) or any additional options to acquire common shares of Peak in respect of which it acquires direct or indirect legal or beneficial ownership or control or direction after the date hereof (the “**Additional Peak Options**”), or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition, derivative transaction or effective economic disposition through cash settlement), or (ii) grant any proxies or powers of attorney, or deposit any of its Peak Common Shares, Additional Peak Options or Additional Peak Common Shares (collectively, the “**Owned Peak Securities**”) into a voting trust or enter into a voting agreement, pooling

agreement, understanding or arrangement with respect to such Owned Peak Securities, without having first obtained the prior written consent of Parent.

- (b) Notwithstanding the restrictions in 2.1(a) above, the Peak Shareholder may transfer, sell or dispose of any Owned Peak Securities to an “associate” or “affiliate” (each within the meaning of the *Securities Act (Alberta)*) of the Peak Shareholder or to a Person whose account is managed by the Peak Shareholder so long as, following such transfer, sale or disposition, the Peak Shareholder shall continue to have sole voting power over, sole power of disposition of, sole control and sole direction over such Owned Peak Securities, provided, however, that, in the case of an associate or affiliate, prior to any such transfer, sale or disposition, the transferee shall agree with Parent and Purchaser, in form and on terms satisfactory to Parent and Purchaser, acting reasonably, to be bound by all of the provisions of this Agreement in the same manner as the Peak Shareholder, and the Peak Shareholder shall remain, with such transferee, jointly and severally liable for its and such transferee’s obligations under this Agreement.

2.2 Non-Solicitation

On the terms and subject to the conditions of this Agreement, the Peak Shareholder hereby covenants and agrees in favour of Parent and Purchaser that the Peak Shareholder shall:

- (a) unless this Agreement is terminated pursuant to Section 4.1, not take any action of any kind which might, directly or indirectly, interfere with the successful completion of the Arrangement, including any action to (i) solicit, assist, initiate, facilitate or encourage (including by way of furnishing or providing access to any information or permitting any visit to any facilities or properties of Peak or any of its Subsidiaries, or entering into any form of contract) the initiation of any inquiries, proposals or offers regarding an Acquisition Proposal, (ii) participate in any discussions or negotiations with any Person (other than Parent, Purchaser and their Affiliates) regarding an actual or potential Acquisition Proposal, (iii) influence the Peak Board or any committee thereof to withdraw, amend, modify or qualify, or propose publicly to withdraw, amend, modify or qualify, in a manner adverse to Parent or Purchaser, the approval or recommendation of the Board or any committee thereof of the Acquisition Agreement or the Arrangement, (iv) accept, approve, endorse or recommend or propose publicly to approve, endorse or recommend, any Acquisition Proposal, or (v) accept or enter into, or publicly propose to accept or enter into, any contract in respect of an Acquisition Proposal;
- (b) immediately terminate any existing solicitations, discussions or negotiations with any Person (other than Parent or Purchaser and their Affiliates) that has made, indicated any interest to make or may reasonably be expected to make, an Acquisition Proposal and cease to provide to any such Person any information, or access to any information, concerning Peak or any of its Subsidiaries; and

- (c) promptly (and in any event within 24 hours) notify Parent, at first orally and thereafter in writing, of any proposal, inquiry, offer (or any amendment thereto) or request relating to or constituting an Acquisition Proposal, or that could, in the opinion of the Peak Shareholder be reasonably expected to lead to an Acquisition Proposal, in each case received after the date hereof, of which the Peak Shareholder becomes aware, or any amendments to the foregoing, any request for discussions or negotiations, any request for representation on the Board, or any request for non-public information relating to Peak or any of its Subsidiaries in connection with an Acquisition Proposal, or for access to the properties, books or records of Peak or any of its Subsidiaries by any Person that informs the Peak Shareholder that it is considering making, or has made, an Acquisition Proposal or any amendment thereto; promptly provide to Parent a description of the material terms and conditions of any such Acquisition Proposal as are known to the Peak Shareholder or, inquiry, offer or request, together with a copy of all documentation relating to any such Acquisition Proposal or inquiry, offer or request, such information about the the identity of the Person making such proposal, inquiry, offer or request as is known to the Peak Shareholder, and any other details of the Acquisition Proposal, contract, documents or negotiations as Parent may reasonably request and which are known to the Peak Shareholder; and keep Parent informed of any change communicated to the Peak Shareholder by such Person regarding to the material terms of any such Acquisition Proposal or proposal, inquiry, offer or request.

2.3 Voting Rights

- (a) Subject to completion of a proxy as contemplated under this Agreement, the Peak Shareholder agrees in favour of Parent and Purchaser that it will, to the extent permitted under applicable Securities Laws and other applicable Laws, vote (or cause to be voted) all Owned Peak Securities at any meeting of the shareholders of Peak, and in any action by written consent of the shareholders of Peak: (i) in favour of the approval, consent, ratification and adoption of the Arrangement (and any actions required in furtherance thereof); or (ii) against any action that would impede, delay, interfere or discourage the Arrangement (including, for greater certainty, unless this Agreement is terminated pursuant to Section 4.1, against (A) any Acquisition Proposal, (B) any merger, consolidation, business combination, sale of assets, amalgamation, arrangement, reorganization or recapitalization of Peak, (C) any sale, lease or transfer of any significant part of the assets of Peak, (D) any dissolution, liquidation or winding up of Peak, (E) any action to remove or change any of the directors of Peak, and (F) any material change in the capitalization of Peak, or the corporate structure or charter of Peak) (in each case where the relevant proposal does not have the express written agreement of Parent and Purchaser); and (iii) against any action that would result in any breach of any representation, warranty or covenant of Peak in the Acquisition Agreement.
- (b) For greater certainty, in connection with any matter referred to in Section 2.3(a) other than those matters referred to in Section 2.3(a)(i), the Peak Shareholder

agrees in favour of Purchaser and Parent that, unless this Agreement is terminated in accordance with Section 4.1 it will consult with Purchaser and Parent prior to exercising any voting rights attached to its Owned Peak Securities and will exercise or procure the exercise of such voting rights as Purchaser or Parent instructs.

- (c) Upon the written request or direction of Parent or Purchaser, the Peak Shareholder agrees in favour of Parent and Purchaser that the Peak Shareholder shall promptly execute and deliver, and not revoke, a proxy appointing such Person or Persons as Parent or Purchaser may request or direct as proxy for the Peak Shareholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the Peak Shareholder in respect of all such matters that may come before any meeting of Peak shareholders relating to the Arrangement including any action that would impede, interfere or discourage the Arrangement and in such circumstances, the Peak Shareholder will not be responsible for voting under Section 2.3(a). If for any reason such proxy is invalid or not effective or is not delivered promptly after request is made, the Peak Shareholder hereby unconditionally and irrevocably appoints Parent and Purchaser as attorney in fact for and on its behalf to act in respect of any such resolution in connection with any meeting of the Peak shareholders.
- (d) The Peak Shareholder agrees in favour of Parent and Purchaser that the Peak Shareholder shall not, without the prior written consent of Parent and Purchaser, requisition or join in the requisition of any meeting of the securityholders of Peak for the purpose of considering any resolution.

2.4 Additional Covenants of the Peak Shareholder

The Peak Shareholder hereby undertakes in favour of Parent and Purchaser:

- (a) to not make any statements against the Arrangement or any aspect thereof and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding, or varying such Arrangement or any aspect thereof;
- (b) to not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Peak Shareholder's Owned Peak Securities pursuant to this Article 2, including, but not limited to, the sale of any direct or indirect holding company of the Peak Shareholder or the granting of a proxy on any of the Peak Shareholder's Owned Peak Securities of any direct or indirect holding company of the Peak Shareholder which would have, indirectly, the effects prohibited by this Article 2;
- (c) to deposit all of the Peak Shareholder's Owned Peak Securities, together with a duly completed Letter of Transmittal, with a depository specified in the Peak Circular in accordance with the terms thereof;

- (d) if any of the Peak Shareholder's Owned Peak Securities are registered in the name of a Person other than the Peak Shareholder or otherwise held other than personally, to cause the direct owner of such securities to perform all covenants of the Peak Shareholder under this Agreement as if such direct owner is the Peak Shareholder;
- (e) to promptly notify Parent and Purchaser of the number of Additional Peak Common Shares and/or Additional Peak Options acquired by the Peak Shareholder, if any, after the date hereof. Any such securities shall be subject to the terms of this Agreement as though they were Peak Common Shares owned by the Peak Shareholder on the date hereof;
- (f) to promptly notify Parent and Purchaser upon any of the Peak Shareholder's representations and warranties contained herein becoming untrue or incorrect in any material respect prior to the date on which the Plan of Arrangement becomes effective (the "**Effective Time**"), and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof); and
- (g) to not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement.

2.5 Revised Arrangement

If Parent and Purchaser conclude, after the date of this Agreement, that it is necessary or desirable to proceed with a form of transaction other than the Arrangement (including, without limitation, an amalgamation or a takeover bid) whereby Parent and/or Purchaser, and/or their Affiliates, would effectively acquire all the Peak Common Shares on economic and other terms and conditions (including, without limitation, tax treatment) having consequences to the Peak Shareholder that are equivalent to or better than those contemplated by this Agreement (any such transaction is referred to as a "**Revised Arrangement**"), the Peak Shareholder agrees to support the completion of the Revised Arrangement in the same manner as the Arrangement, including by tendering Owned Peak Securities pursuant to the Revised Arrangement and, if necessary, by voting the Peak Common Shares in favour of a special resolution approving the Revised Arrangement. In the event of any proposed Revised Arrangement, any reference in this Agreement to the Arrangement shall refer to the Revised Arrangement to the extent applicable, and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Revised Arrangement.

2.6 No Ownership Interest

Nothing contained in this Agreement vests in Parent and Purchaser any direct or indirect ownership, or incidence of ownership, of or with respect to any Owned Peak Securities. All rights, ownership and economic benefits of and relating to any Owned Peak Securities remain vested in and belong to the Peak Shareholder, and Parent and Purchaser have no authority to

manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of Peak or exercise any power or authority to direct the Peak Shareholder in the voting of any of the Owned Peak Securities, or in the performance of the Peak Shareholder's duties or responsibilities as a shareholder of Peak, except as otherwise provided herein.

2.7 Remedies

The Peak Shareholder agrees that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached for which money damages would not be an adequate remedy at law. It is accordingly agreed that Parent and Purchaser will be entitled to an injunction or injunctions and other equitable relief to prevent breaches of this Agreement, with any requirement for the securing or posting of any bond in connection with obtaining any such injunctive or other equitable relief hereby being waived.

ARTICLE 3 OTHER COVENANTS

3.1 No Dissent

The Peak Shareholder hereby waives and agrees, in favour of Parent and Purchaser, not to exercise any rights of appraisal or rights of dissent the Peak Shareholder may have in connection with the Arrangement.

3.2 Disclosure

The Peak Shareholder agrees in favour of Parent and Purchaser:

- (a) to the details of this Agreement being set out in any information circular produced by Peak or Parent in connection with the Arrangement; and
- (b) to this Agreement being made publicly available on SEDAR and otherwise to the extent required by Law.

3.3 Release

Subject to the completion of the Arrangement, the Peak Shareholder, for itself and for all of its predecessors, successors, assigns and affiliates (collectively, the "**Peak Shareholder Related Parties**"), hereby unequivocally and irrevocably releases, surrenders, acquits and forever discharges, as of the Effective Time, each of Parent, Purchaser, and their respective Subsidiaries, and each of their respective directors, officers, employees, heirs, successors and assigns (collectively, the "**Released Parties**"), from any and all actions, causes of action, claims, suits, controversies, damages, judgments, remedies, demands and liabilities, of any nature whatsoever, in law, at equity or otherwise relating to, arising under, or in connection with, any actions, omissions or transactions from any time before the Effective Time (collectively, "**Claims**"), whether direct, derivative or otherwise, which may be asserted against any of the Released Parties or which, whether currently known or unknown, fixed or contingent, the Peak Shareholder Related Party ever could assert, either for themselves or otherwise, for or on behalf

of any other Person; provided, however, that the foregoing shall not release any Person from any obligation under this Agreement, the Acquisition Agreement, or any other agreement entered into in connection with the Arrangement.

ARTICLE 4 TERMINATION

4.1 Termination by Peak Shareholder

The obligations of the Peak Shareholder under this Agreement shall automatically terminate upon the earlier of (i) the termination of the Acquisition Agreement in accordance with its terms (including, without limitation, the termination of the Acquisition Agreement in connection with a Superior Proposal in accordance with Section 8.2(d) of the Acquisition Agreement) and (ii) written notice by the Peak Shareholder to the Parent and the Purchaser if: (y) the transaction contemplated by the Acquisition Agreement is not completed by the Outside Date; or (z) the Acquisition Agreement is amended or the Parent and Purchaser agree to amend, or publicly announce an intention to amend, the Acquisition Agreement, without the written approval of the Peak Shareholder, other than to give effect to a Revised Arrangement, and where the effect of such amendment is to reduce the amount of the Cash Consideration (as defined in the Arrangement).

4.2 Termination by Parent and Purchaser

Parent and Purchaser, when not in default in the performance of its obligations under this Agreement, may, at any time and without prejudice to any other rights it may have under this Agreement or otherwise, terminate this Agreement, in respect of the Peak Shareholder, by notice in writing to the Peak Shareholder.

4.3 Effect of Termination

In the case of any notice of termination of this Agreement pursuant to either Section 4.1 or 4.2, this Agreement shall terminate as between Parent and Purchaser and the Peak Shareholder and be of no further force or effect. Notwithstanding anything else contained herein, such termination shall not relieve any party hereunder from liability for any breach of this Agreement prior to such termination.

ARTICLE 5 MISCELLANEOUS

5.1 Interpretation

In this Agreement:

- (a) **Governing Law** — This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of Alberta and the laws of Canada applicable therein, and will be construed and treated in all respects as an Alberta contract. Each party to this Agreement hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Alberta in respect of

all matters arising under and in relation to this Agreement and the Arrangement. Each party to this Agreement hereby waives any right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of the parties in the negotiation, administration, performance and enforcement of this Agreement.

- (b) **Headings** — Headings of Sections, Articles and Schedules are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) **Including** — Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (d) **Number and Gender** — Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include both genders and neuter.
- (e) **Severability** — If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.2 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A - Peak Shareholder Information

Schedule B - Acquisition Agreement

5.3 Date for any Action

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

5.4 Entire Agreement

This Agreement, together with the agreements and other documents required to be delivered pursuant to this Agreement, constitutes the entire agreement between Parent, Purchaser and the

Peak Shareholder and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between Purchaser, Parent and the Peak Shareholder pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No reliance has been made upon, and there are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written between Parent, Purchaser and the Peak Shareholder in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

5.5 Survival

The representations and warranties of the Peak Shareholder made in this Agreement shall survive the completion of the Arrangement and shall continue in full force and effect for the benefit of Parent and Purchaser for a period of one year from the date of this Agreement, with the exception of the representation and warranty in Section 1.1(a), which shall survive indefinitely.

5.6 Notices

All notices and other communications given or made pursuant hereto will be in writing and will be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the second following Business Day if sent by prepaid overnight courier, to the parties at the following addresses:

if to the Peak Shareholder:

Attention: Mark Myles
Facsimile: 604-669-0212
E-mail: mmyles@deansknight.com

if to Parent or Purchaser:

c/o Clean Harbors, Inc.
Attention: Brian Weber
Facsimile: 781-792-5900
E-mail: weberb@cleanharbors.com

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

Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, Massachusetts, U.S.A., 02108
Attention: C. Michael Malm
Facsimile: (617) 523-6215
E-mail: cmalm@davismalm.com

and to

Gowling Lafleur Henderson LLP
Suite 1020 50 Queen Street North
Kitchener, ON N2H 6M2 Canada
Attention: Bryce Kraeker
Facsimile: (519) 571-5045
E-mail: bryce.kraeker@gowlings.com

Parent and Purchaser may, from time to time, change its address by giving notice to the Peak Shareholder in accordance with the provisions of this Section, and the Peak Shareholder may change its address by giving Parent and Purchaser such notice in such manner.

5.7 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.

5.8 Further Assurances

The parties will with reasonable due diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party will provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

5.9 Time of the Essence

Time will be of the essence in this Agreement.

5.10 Expenses

Parent, Purchaser and the Peak Shareholder shall pay their respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.11 Waiver

The Peak Shareholder and Parent and Purchaser agree with each other and confirm to each other that:

- (a) any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by any party to be bound or in the case of a waiver, by the party against whom the waiver is to be effective; and
- (b) no failure or delay by the Peak Shareholder or Parent and Purchaser in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise by the Peak Shareholder, Parent and Purchaser.

5.12 Assignability

The provisions of this Agreement are binding upon and enure to the benefit of Parent, Purchaser and the Peak Shareholder and their respective heirs, executors, administrators, legal personal

representatives, successors and permitted assigns. The Peak Shareholder may not assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of Parent and Purchaser. Parent and Purchaser may not assign, delegate or otherwise transfer any of its rights, interest or obligations under this Agreement, in respect of the Peak Shareholder, without the prior written consent of the Peak Shareholder, except that Purchaser or Parent may assign, delegate or otherwise transfer any of its rights, interest or obligations under this Agreement, in respect of the Peak Shareholder, to an Affiliate, without reducing its own obligations hereunder, without the consent of the Peak Shareholder.

5.13 Independent Legal Advice

The Peak Shareholder acknowledges in favour of Parent and Purchaser that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Peak Shareholder further acknowledges in favour of Parent and Purchaser that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees in favour of Parent and Purchaser that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.14 Public Notices

The Peak Shareholder acknowledges and agrees in favour of Parent and Purchaser that: all public notices to third parties and all other publicity concerning this Agreement, the Acquisition Agreement and the transactions contemplated hereunder and thereunder will be planned and co-ordinated by Purchaser, Parent and/or Peak in accordance with the Acquisition Agreement; and the Peak Shareholder shall not act unilaterally in this regard without the prior approval of Parent and Purchaser unless such disclosure is required under applicable Securities Laws and stock exchange rules in circumstances where prior consultation with Parent and Purchaser is not practicable.

5.15 Execution and Delivery

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

[Signature Page Follows]

DEANS KNIGHT CAPITAL MANAGEMENT LTD.

Per: /s/ Craig Langdon
Name: Craig Langdon
Title: President

CLEAN HARBORS, INC.

Per: /s/ James M. Rutledge
Name: James M. Rutledge
Title: Executive Vice President,
Chief Financial Officer and Treasurer

CLEAN HARBORS INDUSTRIAL SERVICES CANADA, INC.

Per: /s/ James M. Rutledge
Name: James M. Rutledge
Title: Executive Vice President,
Chief Financial Officer and Treasurer

SCHEDULE A
PEAK SHAREHOLDER INFORMATION

Pursuant to Section 1.1(a) of the Agreement, the Peak Shareholder, directly or indirectly, has sole voting power over, sole power of disposition of, sole control and sole direction over such Peak Common Shares as set forth below opposite the Peak Shareholder's name, and sole power to agree to all of the matters set forth in the Agreement, except as set out below

<u>Peak Shareholder</u>	<u>Peak Common Shares</u>
Deans Knight Capital Management Ltd.	84,463,163(1)

Notes:
(1) The Peak Shareholder does not control the beneficial interests of all such Peak Common Shares, but has control of such shares as further described herein.

Pursuant to Section 1.1(a) of the Agreement, the Peak Shareholder has good and marketable title to its Peak Common Shares, free and clear of any and all liens, pledges, mortgages, charges, restrictions, security interests, encumbrances, adverse claims and demands or rights of others of any nature or kind, except as set out below:

Peak Shareholder

Deans Knight Capital Management Ltd.	The Peak Shareholder does not control the beneficial interests of all such Peak Common Shares, but has control of such shares as further described herein.
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SCHEDULE B
ACQUISITION AGREEMENT
