COMBINATION AGREEMENT

THIS AGREEMENT made as of the 15th day of November, 2019.

BETWEEN:

CANADA COAL INC., a corporation incorporated under the laws of the Province of Ontario (the "**Acquiror**")

and

2726846 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario ("**Subco**")

and

MIJEM INC., a corporation incorporated under the laws of the Province of Ontario (the "**Corporation**")

WHEREAS the Acquiror is a reporting issuer in the Provinces of Ontario, British Columbia and Alberta whose common shares are listed and posted for trading on the NEX Board of the TSX Venture Exchange.

WHEREAS the Corporation is engaged in the business of providing an online social marketplace for the purchase, sale and trading of goods;

AND WHEREAS the parties desire to cause the Corporation to combine with the Acquiror through an amalgamation (the "**Amalgamation**") of the Corporation with Subco on the terms and conditions set forth herein;

AND WHEREAS prior to or concurrent with the Combination (as defined below), the Corporation intends to carry out a private placement (the "**Private Placement**") for a minimum of $1,850,000 and maximum of $3,000,000 by way of Shares and/or Subscription Receipts (as defined below), which Shares and/or Subscription Receipts, once exchanged for Shares, shall convert to Canada Coal Shares upon consummation of the Combination and which may include the Acquiror issuing Canada Coal Shares or subscription receipts convertible into Canada Coal Shares on equivalent economic terms as the Subscription Receipts and as otherwise set out in this Agreement;

AND WHEREAS Acquiror desires to acquire the Corporation on the terms and conditions set forth herein;

NOW, THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the foregoing premises, the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

The following terms, as used herein, have the following meanings:

"**Acquiror Disclosure Letter**" means the disclosure letter delivered to the Corporation by the Acquiror on the date hereof in respect of certain representations and warranties of the Acquiror pursuant to Article 4.

"**Acquiror Proxy Circular**" means the management proxy circular of the Acquiror to be sent to shareholders of the Acquiror in connection with the special meeting of shareholders of the Acquiror being held in order to obtain the requisite shareholder approval of the Amalgamation, the Consolidation, the Name Change, the delisting of the Canada Coal Shares from the NEX, among other matters, in such form as may be agreed upon by the Corporation and the Acquiror in accordance with applicable laws.

"**Affiliate**" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person.

"**Agreement**" means this Combination Agreement by and among the Corporation, Subco and Acquiror.

"**Amalco**" means that corporation to be formed by the Amalgamation of the Corporation and Subco.

"**Amalgamation Agreement**" means the amalgamation agreement substantially in the form set out in Exhibit "A" attached hereto (with the outstanding bulleted information completed) in respect of the Amalgamation.

"**Applicable Law**" means, with respect to any Person, any Canadian (whether federal, territorial, provincial, municipal or local) or foreign statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement, all as in effect as of the Closing, of any Governmental Authority (including any Environmental Laws) applicable to such Person or any of its Affiliates or any of their respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer's, director's, employee's, consultant's or agent's activities on behalf of such Person or any of its Affiliates).

"**Associate**" means with respect to any Person (a) any other Person of which such Person is an officer or partner or is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities issued by such other Person, (b) any trust or other estate in which such Person has a ten percent (10%) or more beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity, and (c) any relative or spouse of such Person, or any relative of such spouse who has the same home as such Person or who is a director or officer of such Person or any Affiliate thereof.

"**Balance Sheet**" means the balance sheet of the Corporation as at July 31, 2019.

"**Business**" means the business as heretofore or currently conducted by the Corporation, including the online social marketplace for the purchase, sale or trading of goods.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario, Canada are authorized or required by law to close.

"**Canada Coal Shares**" means the common shares of the Acquiror.

"**Canada Coal Options**" means those share purchase options entitling the holder to subscribe for Canada Coal Shares.

"**Canada Coal Replacement Warrants**" mean share purchase warrants to be issued by the Acquiror as part of the Combination in replacement of the Corporation Warrants having the same terms and conditions as the Corporation Warrants except for the exercise price and number of Canada Coal Shares underlying such warrants which shall be adjusted in accordance with the Exchange Ratio.

"**Canada Coal Warrants**" mean those share purchase warrants entitling the holder thereof to subscribe for Canada Coal Shares.

"**Combination**" means the business combination between the Acquiror and the Corporation.

"**Consolidation**" means the consolidation by the Acquiror of its Canada Coal Shares on the basis of two (2) old Canada Coal Shares for one (1) new Canada Coal Share.

"**Contaminant**" means any pollutant, contaminant, waste, hazardous substance, hazardous material, toxic substance or dangerous good defined, judicially interpreted or identified in any Environmental Laws, including any that may impair the quality of any waters.

"**Contracts**" means, in respect of a Person, all contracts, agreements, options, leases, licences, sales and purchase orders, commitments and other instruments of any kind, whether written or oral, to which such Person is a party on the Closing Date, including, with respect to the Corporation, the Scheduled Contracts.

"**Corporation Warrants**" mean those common share purchase warrants issued by the Corporation entitling the holder(s) thereof, on the payment of the exercise price therefor, to acquire Shares.

"**Corporation Proxy Circular**" means the management proxy circular of the Corporation to be sent to Shareholders in connection with the special meeting of Shareholders being held in order to obtain the requisite Shareholder approval of the Amalgamation, among other matters, in such form as may be agreed upon by the Corporation and the Acquiror in accordance with applicable laws.

"**Damages**" means all demands, claims, actions, causes of action, assessments, losses, damages, costs, expenses, liabilities, judgments, awards, fines, sanctions, penalties, charges and amounts paid in settlement (net of insurance proceeds actually received), including (i) interest on cash disbursements in respect of any of the foregoing, compounded quarterly, from the date each such cash disbursement is made until the Person incurring the same shall have been indemnified in respect thereof and (ii) reasonable costs, fees and expenses of attorneys, accountants and other agents of, or other Persons retained by, such Person.

"**Corporation Disclosure Letter**" means the disclosure letter delivered to the Acquiror by the Corporation on the date hereof in respect of certain representations and warranties of the Corporation pursuant to Article 3.

"**Disposal**" or "**Disposed**" and correlative terms means any disposal by any means, including dumping, incineration, spraying, pumping, injecting, depositing or burying.

"**Dissenting Shares**" means shares held by a dissenting shareholder of the Corporation.

“**DRS Statements**” means those statements issued by the Acquiror’s transfer agent pursuant to the direct registration system evidencing that number of Canada Coal Shares held in such account.

"**Environmental Laws**" means all federal, territorial, provincial, municipal or local statutes, regulations, laws, guidelines, policies or rules and any order (draft or otherwise), judgment, injunction, decree, award or writ of any Governmental Authority and the common law, relating in whole or in part to the environment, and includes those laws relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export, treatment, Release or Disposal of any Contaminant and any laws relating to asbestos or asbestos-containing materials in the environment, in the workplace or in any building.

"**Environmental Liabilities**" means all Liabilities of a Person (whether such Liabilities are owed by such Person to Governmental Authorities, third parties or otherwise) whether currently in existence or arising hereafter that arise under or relate to any Environmental Laws.

"**Exchange**" means the Canadian Securities Exchange.

"**Exchange Ratio**" has the meaning ascribed to it in Section 2.2.2. of the Amalgamation Agreement, subject to proportional adjustment in the event that Canada Coal has working capital of less than the Minimum Working Capital Position on Closing (on the basis of the Acquiror having a deemed valuation of $(redacted) and the Corporation having a deemed valuation of $(redacted)).

"**Finder Shares**" means Canada Coal Shares to be issued at Closing to certain finders having a deemed value of up to $130,000.

"**Governmental Authority**" means any Canadian (whether federal, territorial, provincial, municipal or local) or foreign government, governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

"**GST**" means all goods and services taxes, sales taxes levied by the federal government of Canada, value added taxes or multi-stage taxes and all provincial sales taxes integrated with such federal taxes, assessed, rated or charged upon the Corporation.

"**Interim Period**" means the period from and including the date of this Agreement to and including the Closing Date.

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board.

"**knowledge**" means: (i) with respect to the Corporation, the actual knowledge of Phuong Dinh after reasonable inquiry; and (ii) with respect to the Acquiror, the actual knowledge of R. Bruce Duncan and Olga Nikitovic after reasonable inquiry.

"**Letter of Intent**" means that letter dated October 15, 2019 between the Corporation and the Acquiror.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executors, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"**Lien**" means, with respect to any asset, any mortgage, assignment, trust or deemed trust (whether contractual, statutory or otherwise arising), title defect or objection, lien, pledge, charge, security interest, hypothecation, restriction, Encumbrance or charge of any kind in respect of such assets.

"**Listing Statement**" means a Listing Statement to be prepared on Form 2A of the Exchange and to be filed on behalf of the Acquiror in relation to the application to list the Canada Coal Shares on the Exchange.

"**Material Adverse Effect**" means, with respect to any party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization or financial condition of the party and its subsidiaries (if applicable), taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) general economic, financial, currency exchange, securities or commodity prices in Canada or elsewhere; (ii) conditions affecting the online transaction industry generally; (iii) any matter which has been communicated in writing to the other party as of the date hereof; (iv) any matter that has prior to the date hereof been publicly disclosed in the Acquiror Filings; (v) resulting from any change in the trading price or volume of a party's shares; or (vi) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to or approved in writing by the other party

"**Name Change**" means the change of name of the Acquiror from "Canada Coal Inc." to "Mijem Technologies Inc." or such other name as determined by the Corporation and acceptable to the applicable Governmental Authorities and the Exchange.

"**NEX**" means the NEX Board of the TSXV.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Permitted Liens**" means (i) Liens for Taxes or governmental assessments, charges or claims the payment of which is not yet due, or for Taxes the validity of which is being contested in good faith by appropriate proceedings; (ii) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other similar Persons and other Liens imposed by Applicable Law incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith; (iii) Liens relating to deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security or to secure the performance of leases, trade contracts or other similar agreements (iv) Liens and Encumbrances specifically identified in the Balance Sheet included in the Financials; and (v) Liens securing executory obligations under any lease that constitute an "operating lease" under IFRS; provided, however, that, with respect to each of clauses (i) through (v), to the extent that any such Encumbrance or Lien arose prior to the date of the Balance Sheet included in the Financials and relates to, or secures the payment of, a Liability that is required to be accrued under IFRS, such Encumbrance or Lien shall not be a Permitted Lien unless adequate accruals for such Liability have been established therefor on such Balance Sheet in conformity with IFRS.

"**Person**" means an individual, corporation, firm, partnership, limited liability company, limited liability partnership, association, syndicate, trust, estate or other entity or organization, including a Governmental Authority.

"**Private Placement**" has the meaning ascribed to it in the recitals.

"**Proceedings**" means any action, suit, hearing, arbitration, audit, charge, order (draft or otherwise), judgment, injunction, decree, award, writ, proceeding (public or private) or investigation that have been brought by or against any Governmental Authority or any other Person pending or, to the knowledge of the respective party.

"**Proxy Circulars**" means, collectively, the Acquiror Proxy Circular and the Corporation Proxy Circular.

"**Release**" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, migrating, escaping, leaching, disposing, dumping, depositing, spraying, burying, abandoning, incinerating, seeping or placing, or any similar action defined in any Environmental Laws.

"**Shares**" means the issued and outstanding common shares of the Corporation.

"**Shareholders**" means the shareholders of the Corporation.

"**Subscription Receipts**" means the subscription receipts of the Corporation as defined in the recitals above, which shall convert to common shares in the capital of the Corporation immediately prior to the consummation of the Amalgamation;

"**Subsidiary**" means, with respect to any Person, (i) any corporation as to which more than 10% of the outstanding shares having ordinary voting rights or power (and excluding shares having voting rights only upon the occurrence of a contingency unless and until such contingency occurs and such rights may be exercised) is owned or controlled, directly or indirectly, by such Person and/or by one or more of such Person's Subsidiaries, and (ii) any partnership, joint venture or other similar relationship between such Person (or any Subsidiary thereof) and any other Person (whether pursuant to a written agreement or otherwise).

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax**" means all taxes imposed of any nature including any United States (whether federal, territorial, state or local), Canadian (whether federal, territorial, provincial or local) or foreign income tax, alternative or add-on minimum tax, profits or excess profits tax, franchise tax, gross income, adjusted gross income or gross receipts tax, employment related tax (including employee withholding or employer payroll tax or employer health tax), capital tax, real or personal property tax or ad valorem tax, sales or use tax, excise tax, stamp tax or duty, any withholding or back up withholding tax, value added tax, GST, severance tax, prohibited tax, premiums tax, occupation tax, customs and import duties, together with any interest or any penalty,

addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax or in respect of or pursuant to any United States (whether federal, territorial, state or local), Canadian (whether federal, territorial, provincial or local) or other Applicable Law.

"**Tax Return**" means all returns, reports, forms or other information required to be filed with respect to any Tax.

"**Transfer Agent**" means the transfer agent of the Acquiror, currently Computershare Investor Services Inc.; and

"**TSXV**" means the TSX Venture Exchange.

1.2 Index of Other Defined Terms

In addition to these terms defined above, the following terms shall have the respective meanings given thereto in the sections indicated below:

Defined Term	Section
Acquiror	Preamble
Acquiror Filings	4.7(d)
Acquiror Indemnitees	10.1(a)
Amalgamation	Preamble
Claim	12.11
Claimant	12.11
Closing	2.7
Closing Date	2.7
Corporation	Preamble
Employment Agreement	3.15
Encumbrances	3.9(b)
Financials	3.7(a)
Indemnifying Parties	10.2(a)
Indemnitees	10.1(b)
Intellectual Property Rights	3.17
Minimum Working Capital Position	9.2(e)
Permits	3.13
Scheduled Contracts	3.12
Securities Authorities	4.7(c)
Securities Laws	4.7(a)
Shares	Recitals
Subco	Preamble

1.3 Currency Used

All references herein to dollars or the use of the symbol "$" shall be deemed to refer to Canadian dollars.

1.4 Accounting and Financial Terms

All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with IFRS.

ARTICLE 2
AMALGAMATION

2.1 Amalgamation

The Corporation and Subco hereby agree to amalgamate and continue as one corporation under the provisions of the OBCA upon the terms and conditions hereinafter set forth. In furtherance of the foregoing, subject to the terms and conditions herein set forth and on the basis of the covenants, representations, warranties and agreements of the parties herein contained, each of the Acquiror, Subco and the Corporation covenant and agree to:

(a) enter into the Amalgamation Agreement forthwith after receipt of the requisite approval of the shareholders of each of the Corporation and the Acquiror to the Amalgamation, which Amalgamation Agreement shall give effect to the Amalgamation in accordance with the terms hereof;

(b) The Acquiror shall effect the Consolidation and Name Change immediately prior to the Amalgamation;

(c) co-operate with each other in the preparation and issuance of the Proxy Circulars and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request, and to provide the other parties with an opportunity to review all disclosure in respect of the Proxy Circulars and to make all such changes as are reasonably requested;

(d) co-operate with each other in the preparation and filing of the Listing Statement and in connection therewith provide the other parties with such information and material concerning its affairs as such other parties shall reasonably request, and to provide the other parties with an opportunity to review all disclosure in respect of Listing Statement, as applicable and to make all such changes as are reasonably requested;

(e) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Amalgamation and all related matters in connection therewith, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the Exchange for the listing thereon of the Canada Coal Shares on the Exchange; (ii) the approval of the NEX for the delisting of the Canada Coal Shares from the NEX; (iii) in the case of the Acquiror, effect the Name Change and Consolidation prior to the Effective Date; and (iv) obtain such other consents, orders or approvals as may be necessary or desirable to be obtained for the implementation of the Amalgamation, including without limitation those referred to in Article 9 hereof, and preparing and delivering all necessary documents in connection therewith; and

(f) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby.

2.2 Effect of Amalgamation

On the Effective Date, subject to the Act:

(a) the amalgamation of Mijem and Subco and their continuance as one corporation, Amalco, under the terms and conditions prescribed in this Agreement shall be effective;

(b) the property of each of the Amalgamating Parties shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Parties;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against any of the Amalgamating Parties may be continued to be prosecuted by or against Amalco;

(f) the articles of amalgamation of Amalco shall be deemed to be the articles of incorporation of Amalco and the Certificate shall be deemed to be the Certificate of Incorporation of Amalco;

(g) the board of directors of the Acquiror shall be reconstituted to consist of five (5) directors nominated by Mijem who initially shall be Phuong Dinh, Erin Oor, Gordon Westwater, Joey Caturay and Mag Saad, and one of whom shall, at the discretion of the Acquiror, be nominated by the Acquiror, subject to the Corporation's approval acting reasonably and subject to the receipt of all applicable regulatory approvals and all in a manner that complies with the regulations of the Exchange and applicable securities laws; and

(h) the management of the Acquiror shall be reconstituted to be comprised of nominees of the Corporation, subject to the receipt of all applicable regulatory approvals and all in a manner that complies with the regulations of the Exchange and applicable securities laws.

2.3 Treatment of Securities

On the Effective Date,

(a) each issued and outstanding Share (other than Dissenting Shares but including any such Shares issued upon exercise of the Subscription Receipts which shall be converted immediately prior to the Effective Time) shall be converted into that number of post-Consolidation Canada Coal Shares determined in accordance with the Exchange Ratio, and all such Shares shall be cancelled;

(b) the issued and outstanding Corporation Warrants will be exchanged for Canada Coal Replacement Warrants, based upon the Exchange Ratio, and an aggregate of up to 2,038,700 post-Consolidation Canada Coal Shares (subject to adjustment in the event that Shares are issued prior to Closing due to the exercise of the Corporation's liquidity warrants) shall be reserved for issuance upon exercise of such Canada Coal Replacement Warrants;

(c) the Canada Coal Warrants and Canada Coal Options shall remain outstanding in accordance with their terms, provided that the Canada Coal Options shall not expire more than one year after the Closing Date;

(d) in consideration of the Acquiror issuing the post-Consolidation Canada Coal Shares as provided for in subsection 2.3(a) above, Amalco shall allot and issue to Canada Coal one fully paid and non-assessable Amalco common share for each Canada Coal Share so issued; and

(e) Canada Coal will receive one Amalco common share for each one Subco common share held and the Subco common shares will be cancelled.

2.4 Fractional Shares

Notwithstanding section 2.3, no fractional Canada Coal Shares or Canada Coal Replacement Warrants will be issuable pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Canada Coal Share or Canada Coal

Replacement Warrant interest to which a securityholder would otherwise be entitled pursuant to the Amalgamation will be rounded to the nearest whole Canada Coal Share or Canada Coal Replacement Warrant, respectively.

2.5 Escrow

The parties acknowledges and agree that some or all of the Canada Coal Shares, including Canada Coal Shares to be received by the Shareholders, may be subject to escrow restrictions if and to the extent required by the Exchange and the Acquiror and the Corporation shall cause the applicable holders of Canada Coal Shares so required by the Exchange to deposit any applicable Canada Coal Shares received in escrow under the terms of an escrow agreement in a form acceptable to the Parties and the Exchange and under which Canada Coal Shares will be released from escrow on the basis of, at the time of, and in the manner stipulated in the escrow agreement substantially in accordance with the escrow release schedule provided for “emerging issuers” in Form 46-201F1 to National Policy 46-201 – *Escrow for Initial Public Offerings* of the Canadian Securities Administrators. The Corporation acknowledges that the policies of the Exchange require that Canada Coal Shares issued to Shareholders who received Shares on the exercise of liquidity warrants of the Corporation to be subject to escrow.

2.6 Certificates

On the Effective Date,

(a) the holders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Shares) of Shares and Corporation Warrants shall be deemed to be the registered holders of the Canada Coal Shares and Canada Coal Replacement Warrants to which they are entitled hereunder, respectively. Shareholders and holders of Corporation Warrants shall not be required to deliver and surrender to the Transfer Agent or the Corporation’s registrar, as applicable, the certificates representing their respective Shares and Corporation Warrants which have been exchanged for Canada Coal Shares in accordance with section 2.3(a) hereof and Canada Coal Replacement Warrants in accordance with section 2.3(b) hereof. The Transfer Agent or registrar shall, as soon as practicable, issue to such Shareholders DRS Statements or certificates representing the number of Canada Coal Shares to which such holder is entitled. The Acquiror shall issue and deliver certificates representing the Canada Coal Replacement Warrants to the registered holders of all Corporation Warrants as soon as practicable after the Effective Date, without any further action on the part of the holders thereof; and

(b) certificates evidencing Shares and Corporation Warrants shall cease to represent any claim upon or interest in the Corporation, the Acquiror or Amalco other than the right of the registered holder to receive pursuant to the terms hereof and the Amalgamation, Canada Coal Shares and Canada Coal Replacement Warrants, as applicable, in accordance with section 2.3 and the Amalgamation Agreement.

2.7 Closing

The completion of the Combination (the "**Closing**") shall occur on the date (the "**Closing Date**") which is five (5) Business Days following the day upon which all of the approvals and determinations required to be obtained pursuant to this Agreement have been obtained by the Acquiror or such earlier or later date as the Acquiror and the Corporation may agree. The parties shall use their best efforts to cause the Closing Date to be on or before January 31, 2020, however, if the Closing Date shall not have occurred on or before February 28, 2020 (the "**Outside Date**"), or such later date as the parties hereto agree to in writing on or before the Outside Date (as last extended), any Party shall have the right upon notice to the other Parties to terminate this Agreement, and thereupon none of the Acquiror, Subco or the Corporation will have any further rights or obligations hereunder.

2.7.1 Deliveries on Closing on the Closing Date:

(i) The Corporation shall deliver to the Acquiror:

(i) the certificates of the Corporation contemplated in Section 9.1;

(ii) escrow agreements duly executed by such Shareholders as may be required by the Exchange;

(iii) a certified copy of the resolution of the directors of the Corporation authorizing the execution and delivery of this Agreement and the performance by the Corporation of the terms of this Agreement;

(iv) a certified copy of the resolution of the Shareholders authorizing and approving the Amalgamation;

(v) confirmation by the Corporation that it has received the net proceeds for the Private Placement referenced herein (including any proceeds raised by the Acquiror), subject only to the closing of the Combination; and

(vi) such other documents reasonably required by the Acquiror's legal counsel.

(j) The Acquiror shall deliver to the Corporation:

(i) a copy of a letter from the Exchange approving the listing of the Canada Coal Shares on the Exchange and any other transactions contemplated by this Agreement requiring Exchange approval;

(ii) evidence reasonably acceptable to the Corporation's legal counsel that the Canada Coal Shares have been delisted from the NEX;

(iii) escrow agreements duly executed by such holders of Canada Coal Shares as may be required by the Exchange;

(iv) the certificates of the Acquiror contemplated in Section 9.2;

(v) originals or copies, as appropriate, of all books, records and accounts of the Acquiror and Amalco and any other information necessary for the Corporation to operate and manage the business of the Acquiror and Amalco, if required;

(vi) duly executed treasury direction of the Acquiror for the Canada Coal Shares issuable to Shareholders on the Amalgamation, registered in the name of the Shareholders;

(vii) warrant certificates representing the Canada Coal Replacement Warrants, registered in the name of the applicable holder of Corporation Warrants;

(viii) a certified copy of the resolution of the directors of the Acquiror: (A) authorizing the execution and delivery of this Agreement and the performance by the Acquiror of the terms of this Agreement, (B) authorizing the allotment and issuance of the Canada Coal Shares issuable pursuant to the terms of this Agreement, and (C) reserving for issuance Canada Coal Shares issuable upon the exercise of Canada Coal Replacement Warrants;

(ix) a resignation and mutual release of Olga Nikitovic as an employee of the Acquiror, including a waiver of any entitlements arising due to the Combination in consideration for a payment not to exceed $93,000 plus employer contributions to Canada Pension Plan and Employment Insurance;

(x) an agreement terminating the Consulting Agreement between the Acquiror and Bruce Duncan, including a waiver of any entitlements arising due to the Combination in consideration for a payment not to exceed $93,000 plus HST;

(xi) a resignation and mutual release of two of the independent directors of the Acquiror for consideration of the payment of $15,000 to each such independent director;

(xii) evidence reasonably acceptable to the Corporation's legal counsel that the Consolidation and Name Change have been effected; and

(xiii) such other documents as reasonably required by the Corporation's legal counsel.

The Closing of the transactions contemplated by this Agreement shall take place at the offices of Aird & Berlis LLP in Toronto, Ontario or at such other location or by such other means (including an electronic closing by facsimile or PDF) on the Closing Date or such other date as the parties may agree.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF CORPORATION

As an inducement to Acquiror and Subco to enter into this Agreement and to consummate the transactions provided for herein, the Corporation represents and warrants to Acquiror and Subco as follows:

3.1 Existence and Power

The Corporation is a corporation duly incorporated, organized and validly existing under the laws of the Province of Ontario and has, directly or indirectly, all corporate power and all governmental licences, authorizations, permits, consents and approvals required to carry on the Business as now conducted and to own and operate the Business as now owned and operated. No Proceedings have been taken or authorized by the Corporation or, to the knowledge of the Corporation, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Corporation or, except for the Combination, with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to the Corporation.

3.2 Authorization

The execution, delivery and performance by the Corporation of this Agreement and the consummation thereby of the transactions provided for herein are within the Corporation's powers and have been duly authorized by all necessary action on its part other than the submission of the Amalgamation to the Shareholders for approval. This Agreement has been duly and validly executed by the Corporation and constitutes a legal, valid and binding agreement of the Corporation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and subject to general principles of equity.

3.3 Capital Stock

The authorized capital of the Corporation consists of an unlimited number of Shares without nominal or par value, of which as of the date hereof there are 27,433,374 Shares which are validly issued and outstanding as fully paid and non-assessable Shares in the capital of the Corporation (subject to the issuance of up to 17,647,059 Shares and/or Subscription Receipts of the Corporation at a price of $0.17 per Subscription Receipt in connection with the Private Placement which is expected to be completed no later than January 31, 2020. In addition, there are 950,886 Corporation Warrants which are reserved for issuance pursuant to exercise and having the applicable term and exercise price set out in Schedule 3.3 of the Corporation Disclosure Letter and liquidity warrants exercisable for 11,349,758 Shares having the terms and exercise price set out in Schedule 3.3 of the Corporation Disclosure Letter. Except as set out in this Section 3.3 or in Schedule 3.3 of the Corporation Disclosure Letter, the Corporation does not have any commitment to issue, deliver or sell any securities of the Company

No shares or other securities of the Corporation have been issued in violation of any laws, the articles of the Corporation or the terms of any shareholders' agreement or any agreement to which the Corporation is a party or by which it is bound.

3.4 Subsidiaries

The Corporation has no Subsidiaries.

3.5 Governmental Authorization

The execution, delivery and performance by the Corporation of this Agreement requires no action by, consent or approval of, or filing with, any Governmental Authority other than as expressly referred to in this Agreement.

3.6 Non-Contravention

The execution, delivery and performance of this Agreement by the Corporation, and the consummation by it of the transactions provided for herein, do not and will not (a) contravene or conflict with the articles or bylaws of the Corporation; (b) contravene or conflict with or constitute a material violation of any provision of any Applicable Law binding upon or applicable to the Corporation, the Business or the Shares and would not, individually or in the aggregate have a Material Adverse Effect; (c) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which the Corporation is entitled, under any Contract to which the Corporation is a party or any Permit or similar authorization relating to the Corporation, the Business or the Shares by which the Corporation, the Business or the Shares may be bound or affected; or (d) result in the creation or imposition of any Lien.

3.7 Financial Statements

(a) Attached to the Corporation Disclosure Letter at Schedule 3.7 is the balance sheet and the related audited statements of income and retained earnings and changes of financial position for the financial years ended July 31, 2018 and 2019 of the Corporation (the "**Financials**"). The Financials have been audited by Zeifmans LLP, Auditors & Chartered Public Accountants.

(b) The Financials: (i) have been prepared on a consistent basis and are based on the books and records of the Corporation in accordance with IFRS and present fairly the financial position, results of operations and statements of changes in the Corporation's financial position as of the dates indicated or the periods indicated; (ii) contain and reflect all necessary adjustments and accruals for a fair presentation of its financial position and the results of its operations for the periods covered by said financial statements; (iii) contain and reflect adequate provisions for all reasonably anticipated liabilities (including Taxes) with respect to the periods then ended and all prior periods; and (iv) with respect to Contracts to which the Corporation is a party and commitments for the sale of goods or the provision of services by the Corporation, contain and reflect adequate reserves for all reasonably anticipated material losses and costs and expenses in excess of expected receipts.

(c) To the best of the knowledge of the Corporation, there are no Liabilities of the Corporation other than: (i) any Liabilities accrued as Liabilities on the Balance Sheet; (ii) Liabilities incurred since the date of the Balance Sheet that do not, and could not, individually or in the aggregate have a Material Adverse Effect; (iii) Liabilities incurred since the date of the Balance Sheet in the ordinary course of business and consistent with past practice; and (iv) other Liabilities disclosed in this Agreement or in any schedules attached hereto.

3.8 Absence of Certain Changes

Since the date of the Letter of Intent, except as set out in Schedule 3.8 of the Corporation Disclosure Letter, the Business has been conducted in the ordinary course, and there has not been:

(a) any event, occurrence, state of circumstances, or facts or change in the Corporation or in the Business that has had, or which the Corporation may, after reasonable inquiry, expect to have, either individually or in the aggregate, a Material Adverse Effect;

(b) (i) any change in any Liabilities of the Corporation that has had, or which the Corporation may, after reasonable inquiry, expect to have, a Material Adverse Effect or (ii) any incurrence, assumption or guarantee of any indebtedness for borrowed money by the Corporation in connection with the Business or otherwise;

(c) any (i) payments by the Corporation in respect of any indebtedness of the Corporation for borrowed money or in satisfaction of any Liabilities of the Corporation related to the Business, other than in the ordinary course of business or the guarantee by the Corporation of any of the indebtedness of any other Person or (ii) creation, assumption or sufferance of (whether by action or omission) the existence of any Lien on any assets reflected on the Balance Sheet, other than Permitted Liens;

(d) any transaction or commitment made, or any Contract entered into, by the Corporation, or any waiver, amendment, termination or cancellation of any Contract by the Corporation, or any relinquishment of any rights thereunder by the Corporation or of any other right or debt owed to the Corporation, other than, in each such case, actions taken in the ordinary course of business consistent with past practice;

(e) any (i) grant of any severance, continuation or termination pay to any director, officer, stockholder or employee of the Corporation or any Affiliate of the Corporation, (ii) entering into of any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer, stockholder or employee of the Corporation or any Affiliate of the Corporation, (iii) increase in benefits payable or potentially payable under any severance, continuation or termination pay policies or employment agreements with any director, officer, stockholder or employee of the Corporation or any Affiliate of the Corporation, (iv) increase in compensation, bonus or other benefits payable or potentially payable to directors, officers, stockholders or employees of the Corporation or any Affiliate of the Corporation, (v) change in the terms of any bonus, pension, insurance, health or other employee benefit plan of the Corporation or (vi) representation of the Corporation to any employee or former employee of the Corporation that Acquiror promised to continue any employee benefit plan after the Closing Date;

(f) any change by the Corporation in its accounting principles, methods or practices or in the manner it keeps its books and records; or

(g) any distribution, dividend, bonus, management fee or other payment by the Corporation to any officer, director, stockholder or Affiliate of the Corporation or any of their respective Affiliates or Associates, other than payments of salaries or compensation in connection with services rendered in the normal course.

3.9 Properties; Tangible Assets

(a) The Corporation does not own any real property.

(b) Except as set out in Schedule 3.9 of the Corporation Disclosure Letter, the Corporation holds title to its assets free and clear of all Liens, adverse claims, easements, rights of way, servitudes, zoning or building restrictions or any, other rights of others or other adverse

interests of any kind, including leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements (collectively, "**Encumbrances**"), except Permitted Liens and any Encumbrances which would, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect.

3.10 Affiliates

Schedule 3.10 of the Corporation Disclosure Letter identifies each and every Contract which was entered into within the past two years and which is currently in force and effect between the Corporation and any of the Shareholders or their Affiliates.

3.11 Litigation

There are no Proceedings pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation or the Business or that seeks to prevent, enjoin, alter or delay the transactions contemplated by this Agreement and (ii) there is no existing order, judgment or decree of any Governmental Authority naming the Corporation as an affected party which has not been paid or discharged in full, except in each case as would not individually or in the aggregate be reasonably expected to result in a Material Adverse Effect.

3.12 Material Contracts

Except for any other Contract specifically disclosed or set forth in any other schedule to this Agreement, Schedule 3.12 of the Corporation Disclosure Letter sets forth a complete list of all Contracts that are material to the Corporation or the Business, including the following (collectively, with the Employment Agreements, the "**Scheduled Contracts**"): (i) each Contract where the dollar volume of sales to or by the Corporation exceeded $25,000 in a calendar year; (ii) each Contract that requires payment or incurrence of Liabilities, or the rendering of services, by the Corporation, subsequent to the date of this Agreement of more than $25,000; (iii) all Contracts relating to, and evidences of, indebtedness for borrowed money for more than $25,000 (whether incurred, assumed, guaranteed or secured by any asset); (iv) all letters of credit, guarantees or similar agreements issued on behalf of the Corporation; and (v) all partnership, joint venture or other similar Contracts, arrangements or agreements.

3.13 Permits

Schedule 3.13 of the Corporation Disclosure Letter sets forth all material approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations of all Governmental Authorities (and all other Persons) necessary for the operation of the Business in substantially the same manner as currently operated by the Corporation or affecting or relating in any way to the Business (the "**Permits**").

3.14 Compliance with Applicable Laws

The operation of the Business (i) has not violated or infringed, except for violations or infringements that have been cured and the prior existence of which could not, individually or in the aggregate, reasonably be expected to have an adverse effect on the Corporation and (ii) does not in any material respect violate or infringe; any Applicable Law, the terms of any Permit or any order, writ, injunction or decree of any Governmental Authority.

3.15 Employment Agreements; Change in Control; and Employee Benefits

There are no employment, consulting, severance pay, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever (collectively, "**Employment Agreements**") between the Corporation, on the one hand, and any current or former stockholder, officer, director, employee or Affiliate of the Corporation or any of their respective Associates

or any consultant or agent of the Corporation, on the other hand, that are currently in effect, except as set forth on Schedule 3.15 of the Corporation Disclosure Letter.

3.16 Labour and Employment Matters

To the knowledge of the Corporation, and other than in respect of those individuals listed in Schedule 3.15 of the Corporation Disclosure Letter, the Corporation does not currently have, or has ever had any employees or consultants in Canada that Revenue Canada may construe as employees.

3.17 Intellectual Property

(a) Schedule 3.17 of the Corporation Disclosure Letter sets forth a complete and correct list of each patent, patent application and invention, trademark, tradename, trademark or tradename registration or application, copyright or copyright registration or application for copyright registration, and each licence or licensing agreement, for any of the foregoing relating to the Business as conducted by the Corporation or held by the Corporation (together the "**Intellectual Property Rights**"). Intellectual Property Rights also include any trade secrets that are material to the conduct of the Business in the manner that the Business has heretofore been conducted.

(b) The Corporation has not, during the three years preceding the date of this Agreement, been a party to any Proceeding, nor to the knowledge of the Corporation, is any Proceeding threatened as to which there is a reasonable possibility of a determination adverse to the Corporation, involving a claim of infringement by any Person (including any Governmental Authority) of any Intellectual Property Right. No Intellectual Property Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by the Corporation or restricting the licensing thereof by the Corporation to any Person. The Corporation does not have any knowledge that would cause such Person to believe that the use of the Intellectual Property Rights or the conduct of the Business conflicts with, infringes upon or violates any patent, patent licence, patent application, trademark, tradename, trademark or tradename registration, copyright, copyright registration, service mark, brand mark or brand name or any pending application relating thereto, or any trade secret, know-how, programs or processes, or any similar rights, of any Person.

(c) To the knowledge of the Corporation, the Corporation either owns the entire right, title and interest in, to and under, or has acquired an exclusive licence to use, any and all patents, trademarks, tradenames, brand names and copyrights that are material to the conduct of the Business in the manner that the Business has heretofore, been conducted. The Intellectual Property Rights are in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in the abandonment, cancellation or unenforceability of any of the Intellectual Property Rights. All registrations and filings necessary to preserve the rights of the Corporation in and to the Intellectual Property Rights have been made.

3.18 Advisory Fees

Except for finder's fees or other commission payable pursuant to the Private Placement, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of the Corporation, who might be entitled to any fee, commission or reimbursement of expenses from the Corporation or the Acquiror or any of their respective Affiliates or any of their respective Associates upon consummation of the transactions contemplated by this Agreement.

3.19 Environmental Compliance

(a) The Corporation has obtained all approvals, authorizations, certificates, consents, licences, orders and permits or other similar authorizations of all Governmental Authorities, or from any other Person, that are required under any Environmental Laws.

(b) The Corporation is in compliance with all material terms and conditions of all approvals, authorizations, certificates, consents, licences, orders and permits or other similar authorizations of all Governmental Authorities required under all Environmental Laws. The Corporation is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, requirements, schedules and timetables required or imposed under all Environmental Laws.

(c) There are no past or present events, conditions, circumstances, incidents, actions or omissions that constituted, constitute or may, after the Closing, constitute a material violation by the Corporation or the Business of any Environmental Law or that may give rise to any material Environmental Liabilities of the Corporation or the Business, or otherwise form the basis of any claim, action, demand, suit, Proceeding, hearing, study or investigation relating to or in any way affecting the Corporation or the Business that, if determined adversely to the Corporation, would reasonably be expected to result in a Material adverse Effect, in each case: (i) under any Environmental Laws or (ii) based on or related to the manufacture, processing, distribution, use, treatment, storage (including underground storage), disposal, transport, handling, emission, discharge, Release or threatened Release of any Contaminants.

3.20 Insurance

The Corporation maintains the insurance policies set out in Schedule 3.20 of the Corporation Disclosure Letter.

3.21 Tax Matters

(a) The Corporation has prepared and filed all Tax Returns on time with all appropriate Governmental Authorities which were required to be filed on or prior to the Closing Date. Each such Tax Return was correct and complete in all material respects.

(b) The Corporation has paid all Taxes shown as due and payable by it on all Tax Returns and has paid all assessments and reassessments it has received in respect of Taxes. The Corporation has paid all Tax installments due and payable by it.

(c) There are no assessments or reassessments of Taxes that have been issued and are outstanding. The Corporation is not negotiating any assessment or reassessment with any Governmental Authority. The Corporation is not aware of any Liabilities of the Corporation for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any Tax Return.

3.22 Accounting Records

The Corporation has maintained proper accounting records such that an audit can readily be completed on its financial statements.

3.23 Full Disclosure

The information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to Acquiror by or on behalf of the Corporation with respect to the Corporation (including the Business and the results of operations, financial condition and prospects of the Corporation) for use in connection with this Agreement or the transactions

contemplated by this Agreement is true and complete in all material respects and does not, to the best of the knowledge of the Corporation after conducting an inquiry which a reasonably prudent person would make under the circumstances, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to the Corporation that has not been disclosed to Acquiror by the Corporation in writing that has had a Material Adverse Effect on or, so far as the Corporation can now foresee, would reasonably be likely to have a Material Adverse Effect on the Corporation (including the Business and the results of operations, financial condition or prospects of the Corporation).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR

As an inducement to the Corporation to enter into this Agreement and to consummate the transactions provided for herein, Acquiror hereby represents and warrants to the Corporation that:

4.1 Organization and Existence

Acquiror is a corporation duly incorporated, organized and validly existing under the laws of the Province of Ontario and has all corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. No Proceedings have been taken or authorized by the Acquiror or, to the knowledge of the Acquiror, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Corporation or except for the Combination, with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to the Acquiror.

4.2 Authorization

The execution, delivery and performance by Acquiror of this Agreement and the consummation of the transactions provided for herein are within the corporate powers of Acquiror and have been duly authorized by all necessary corporate action on the part of Acquiror. This Agreement has been duly and validly executed by Acquiror and constitutes legal, valid and binding agreement of Acquiror, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights and subject to general principles of equity.

4.3 Governmental Authorization

The execution, delivery and performance by Acquiror of this Agreement requires no action by, consent or approval of, or filing with, any Governmental Authority except for the approval of the Exchange and those consents, approvals or filings which will have been obtained at or prior to Closing.

4.4 Non-Contravention

The execution, delivery and performance of this Agreement by Acquiror, and the consummation by Acquiror of the transactions provided for herein, do not (a) contravene or conflict with the Certificate of Incorporation or Bylaws of Acquiror, (b) contravene or constitute a default under any material agreement to which Acquiror is a party, or (c) contravene or conflict with or constitute a violation of any provision of any Applicable Law binding upon or applicable to the Acquiror.

4.5 Litigation

There is no Proceeding pending, or to the knowledge of Acquiror, threatened, against or affecting Acquiror before any Governmental Authority that challenges or seeks to prevent enjoin, alter or delay the transactions provided for by this Agreement.

4.6 Shares and Rights to Acquire Shares

The authorized capital of the Acquiror consists of an unlimited number of Canada Coal Shares, of which a total of 31,724,875 Canada Coal Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of the Acquiror. Other than Canada Coal Options to purchase up to an additional 1,250,000 Canada Coal Shares and Canada Coal Warrants to purchase up to an additional 5,000,000 Canada Coal Shares, there are not outstanding (i) any options, warrants, rights of first refusal or other rights to purchase any shares of the Acquiror, (ii) any securities convertible into or exchangeable for such shares or (iii) any other commitments of any kind for the issuance of additional shares of the Acquiror or options, warrants or other securities of the Acquiror other than the commitment to issue the Finder Shares. All of the Canada Coal Shares to be issued to the Shareholders pursuant to this Agreement and all of the Canada Coal Shares to be issued on exercise of the Canada Coal Replacement Warrants will, when issued, be validly issued as fully paid and non-assessable, will be listed for trading on the Exchange and will not be subject to any contractual or other restrictions on transferability or voting, other than those shares subject to escrow pursuant to section 2.5 above, and other than any Shareholders who are resident in the United States who will, for greater certainty, be subject to an indefinite hold period absent an exemption from the registration requirements of applicable federal and state securities laws of the United States**.**

4.7 Securities Laws Matters

(a) The Acquiror is a “reporting issuer” under applicable Securities Laws in the Provinces of British Columbia, Alberta and Ontario, is not on the list of reporting issuers in default under the *Securities Act* (British Columbia), *Securities Act* (Alberta), and *Securities Act* (Ontario) and all other applicable Canadian provincial and territorial securities laws and the rules, regulations and published policies thereunder (collectively, "**Securities Laws**") of such provinces and is in compliance, in all material respects, with such Securities Laws.

(b) The Canada Coal Shares are listed and posted for trading on the NEX under the trading symbol “CCK”.

(c) The Acquiror has not taken any action to cease to be a reporting issuer in any province nor has the Acquiror received notification from any of the British Columbia Securities Commission, Alberta Securities Commission, Ontario Securities Commission or any other applicable securities commissions or securities regulatory authorities of a province of territory of Canada (collectively, the "**Securities Authorities**") seeking to revoke the reporting issuer status of the Acquiror.

(d) The Acquiror has filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed pursuant to applicable Securities Laws by the Acquiror with the Securities Authorities since becoming a reporting issuer (the "**Acquiror Filings**"). The documents comprising Acquiror Filings did not, as of the date filed (or if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such subsequent filing) contain any untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, and complied in all material respects with the requirements of applicable Securities Laws in Canada. Acquiror has not filed any confidential material change report which at the date of this Agreement remains confidential. As of the date hereof, to the knowledge of the Acquiror, none of the documents publicly filed by Acquiror pursuant to Securities Laws since becoming a reporting issuer is the subject of an ongoing review by the Securities Authorities in Canada, outstanding comments with respect to such filings by the Securities Authorities or outstanding investigation by the Securities Authorities in Canada.

4.8 Absence of Certain Changes

Since the date of the balance sheet included in the most recently filed financial statements filed by the Acquiror as part of the Acquiror Filings, there has not been:

(a) any event, occurrence, state of circumstances, or facts or change in the Acquiror or in the Business that has had, or which the Acquiror may, after reasonable inquiry, expect to have, either individually or in the aggregate, a Material Adverse Effect;

(b) (i) any change in any Liabilities of the Acquiror that has had, or which the Acquiror may, after reasonable inquiry, expect to have, a Material Adverse Effect or (ii) any incurrence, assumption or guarantee of any indebtedness for borrowed money by the Acquiror in connection with the Business or otherwise;

(c) any (i) payments by the Acquiror in respect of any indebtedness of the Acquiror for borrowed money or in satisfaction of any Liabilities of the Acquiror other than in the ordinary course of business or the guarantee by the Acquiror of any of the indebtedness of any other Person or (ii) creation, assumption or sufferance of (whether by action or omission) the existence of any Lien on any assets reflected in the Acquiror Filings, other than Permitted Liens;

(d) any transaction or commitment made, or any Contract entered into, by the Acquiror, or any waiver, amendment, termination or cancellation of any Contract by the Acquiror, or any relinquishment of any rights thereunder by the Acquiror or of any other right or debt owed to the Corporation, other than, in each such case, actions taken in the ordinary course of business consistent with past practice;

(e) any (i) grant of any severance, continuation or termination pay to any director, officer, stockholder or employee of the Acquiror or any Affiliate of the Acquiror, (ii) entering into of any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer, stockholder or employee of the Acquiror or any Affiliate of the Acquiror, (iii) increase in benefits payable or potentially payable under any severance, continuation or termination pay policies or employment agreements with any director, officer, stockholder or employee of the Acquiror or any Affiliate of the Acquiror, (iv) increase in compensation, bonus or other benefits payable or potentially payable to directors, officers, stockholders or employees of the Acquiror or any Affiliate of the Acquiror, or (v) change in the terms of any bonus, pension, insurance, health or other employee benefit plan of the Acquiror; or

(f) any change by the Acquiror in its accounting principles, methods or practices or in the manner it keeps its books and records.

4.9 Employment Agreements; Change in Control; and Employee Benefits

There are no employment, consulting, severance pay, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever between the Acquiror, on the one hand, and any current or former stockholder, officer, director, employee or Affiliate of the Corporation or any of their respective Associates or any consultant or agent of the Corporation, on the other hand, that are currently in effect except for the consulting contract and the employment contract of the Chief Executive Officer and Chief Financial Officer respectively and the commitment to pay to the two independent directors $15,000 upon Closing.

4.10 Material Contracts

Except for stock option agreements in respect of the Canada Coal Options and the consulting and employment contract for the CEO and CFO respectively, the Acquiror is not a party to any contract that cannot be terminated on 30 days' or less notice and without any consideration in respect of such termination.

4.11 Labour and Employment Matters

To the knowledge of the Acquiror, other than Olga Nikitovic, the Chief Financial Officer and Abraham H. Jonkers, the former Chief Executive Officer who resigned in 2014, the Corporation does not currently have, or has ever had any employees or consultants in Canada that Revenue Canada may construe as employees.

4.12 Advisory Fees

There is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of the Acquiror, who might be entitled to any fee, commission or reimbursement of expenses from the Corporation or the Acquiror or any of their respective Affiliates or any of their respective Associates upon consummation of the transactions contemplated by this Agreement, other than fees payable pursuant to finder's fee agreements entered into or to be entered into between the Acquiror and certain finders, such fees not to exceed $50,000 in cash and $130,000 in Canada Coal Shares payable upon Closing of the Combination.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SUBCO

As an inducement to the Corporation to enter into this Agreement and to consummate the transactions provided for herein, the Acquiror and Subco hereby represent and warrant to the Corporation on a joint and several basis that:

5.1 Organization and Existence

Subco is a corporation duly incorporated, organized and validly existing under the laws of the Province of Ontario and has all corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. No Proceedings have been taken or authorized by Subco or, to the knowledge of the Acquiror or Subco, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of the Corporation or except for the Combination, with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to Subco. Subco has been incorporated solely for the purpose of the Amalgamation and has never carried on any active business (other than such business required in connection with the Combination) and has no material assets and no liabilities.

5.2 Authorization

Subco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Subco in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally).

ARTICLE 6
COVENANTS OF THE CORPORATION

6.1 Conduct of the Business

The Corporation shall maintain primary responsibility for obtaining all regulatory approvals required to be obtained, and with the completion and filing of all reports and documents, including the Listing Statement and the Proxy Circulars, required to be completed and filed, in respect of the transactions contemplated by this Agreement. The Corporation shall convene and hold a special meeting of its shareholders for the purpose of considering the Amalgamation as soon as reasonably practicable and in connection therewith, as promptly as reasonably practicable, prepare the Corporation Proxy Circular, together with any other documents required by applicable legislation in connection with the approval of the Amalgamation, which Corporation Proxy Circular shall include a recommendation of the board of directors of the Corporation that the Shareholders vote in favour of the Amalgamation, and which recommendation

shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the board of directors of the Corporation of their fiduciary duties.

During the Interim Period, other than with the express written approval of the Acquiror, the Corporation shall conduct the Business in the ordinary course consistent with past practice and shall use its commercially reasonable best efforts to preserve intact the organization, relationships with third parties and goodwill of the Corporation and keep available the services of the present officers, employees, agents and other personnel of the Business. Without restricting the generality of the foregoing, the Corporation will not:

(a) amend its articles or bylaws;

(b) sell, mortgage, pledge or otherwise dispose of any substantial assets or properties of the Corporation;

(c) declare, set aside or pay any management fee or dividend or make any other distribution with respect to the capital stock of the Corporation or otherwise make a distribution or payment to any Shareholder;

(d) amalgamate, merge or consolidate with or agree to amalgamate, merge or consolidate with, or purchase or agree to purchase all or substantially all of the assets of, or otherwise acquire, any corporation, partnership or other business organization or division thereof;

(e) authorize for issuance, issue, sell or deliver any additional shares of its capital stock of any class or any securities or obligations convertible into shares of its capital stock of any class or commit to doing any of the foregoing except in connection with the Private Placement and as provided for in Schedule 3.3 of the Corporation Disclosure Letter;

(f) split, combine or reclassify any shares of the capital stock of any class of the Corporation or redeem or otherwise acquire, directly or indirectly, any shares of such capital stock;

(g) incur or agree to incur more than $100,000 of any debt or guarantee any debt for borrowed money, including any debt to any Shareholder, or to any Affiliate or Associate of any Shareholder, except debt incurred with the Acquiror;

(h) make any loan, advance or capital contribution to or investment in any person other than loans, advances and capital contributions to or investments in joint ventures or other similar arrangements in which the Corporation has an equity interest in the ordinary course of business and travel advances made in the ordinary course of business by the Corporation to its employees to meet business expenses expected to be incurred by such employees;

(i) except as provided for in Section 6.1(g), enter into any agreement or contract which binds the Corporation for payments of more than $50,000; or

(j) fail in any material respect to comply with any Applicable Laws.

6.2 Confidentiality

(a) The Corporation will, and will cause its employees, officers, directors, shareholders, outside advisors, agents, Affiliates, Associates and representatives to, treat any data and information obtained with respect to the Acquiror or any of its Affiliates or Associates from any representative, officer, director or employee of the Acquiror, or from any books or records of the Acquiror, confidentially and with commercially reasonable care and discretion, and will not disclose any such information to third parties; provided, however, that the foregoing shall not apply to (i) information in the public domain or that becomes public through disclosure by any party other than the Corporation, or its Affiliates, Associates or representatives, so long as such other party is not in breach of a

confidentiality obligation, (ii) information that is required to be disclosed by Applicable Law, or (iii) information that is disclosed by the Corporation or its Affiliates or Associates, on a confidential basis, to any of their respective agents, accountants and attorneys in connection with or related to the consummation of the transactions contemplated hereby.

(b) In the event that this Agreement is terminated, the Corporation, upon the written request of Acquiror, will, and will cause their representatives to, promptly deliver to Acquiror any and all documents or other materials furnished by Acquiror or any of its Affiliates to the Corporation in connection with this Agreement without retaining any copy thereof. In the event of such request, all other documents, whether analyses, compilations or studies, that contain or otherwise reflect the information furnished by Acquiror to the Corporation, shall be destroyed by the Corporation, or shall be returned to Acquiror, and the Corporation shall confirm to Acquiror in writing that all such materials have been returned or destroyed. No failure or delay by the Acquiror 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 exercise thereof or the exercise of any right, power or privilege hereunder.

(c) The parties hereto recognize and agree that in the event of a breach by the Corporation of this Section, money damages would not be an adequate remedy for such breach and, even if money damages were adequate, it would be impossible to ascertain or measure with any degree of accuracy the damages sustained therefrom. Accordingly, if there should be a breach or threatened breach by the Corporation of the provisions of this Section, Acquiror and its Affiliates and Associates shall be entitled to an injunction restraining the Corporation from any breach without showing or proving actual damage sustained by the Acquiror, its Affiliates or Associates, as the case may be. Nothing in the preceding sentence shall limit or otherwise affect any remedies that Acquiror may otherwise have under Applicable Law.

ARTICLE 7
COVENANTS OF THE ACQUIROR

7.1 Conduct

The Acquiror will use reasonable efforts to assist the Corporation in obtaining all regulatory approvals required to be obtained, and with the completion and filing of all reports and documents, including the Listing Statement and the Proxy Circulars, required to be completed and filed, in respect of the transactions contemplated by this Agreement. The Acquiror shall convene and hold an annual and special meeting of its shareholders for the purpose of considering the Name Change, Consolidation, delisting of the Canada Coal Shares from the NEX and any other matters necessary in connection with the Combination as soon as reasonably practicable and in any event within two (2) Business Days of the date hereof an, in connection therewith, as promptly as reasonably practicable, prepare the Acquiror Proxy Circular, together with any other documents required by applicable legislation in connection with the approval of the Amalgamation, which Acquiror Proxy Circular shall include a recommendation of the board of directors of the Acquiror that Canada Coal shareholders vote in favour of the matters described above, and which recommendation shall not be withdrawn or amended in any manner other than where required in connection with the exercise by the board of directors of the Corporation of their fiduciary duties.

During the Interim Period, other than with the express written approval of the Corporation, the Acquiror will:

(a) not amend or alter its articles or by-laws;

(b) not enter into or amend any employment, bonus, severance or retirement or employee benefit plan, contract, policy, practice or arrangement, or increase any salary or other form of compensation payable or to become payable to any executives or employees of the Corporation;

(c) not sell, mortgage, pledge or otherwise dispose of any substantial assets or properties of the Acquiror or enter into any transaction or perform any act that might interfere with, impede or be inconsistent with the successful completion of the transactions contemplated hereunder;

(d) not split, combine or reclassify any shares of the capital stock of any class of the Acquiror, other than the Consolidation as contemplated herein;

(e) not amalgamate, merge or consolidate with or agree to amalgamate, merge or consolidate with, or purchase or agree to purchase all or substantially all of the assets of, or otherwise acquire, any corporation, partnership or other business organization or division thereof;

(f) not authorize for issuance, issue, sell or deliver any additional shares of its capital stock of any class or any securities or obligations convertible into shares of its capital stock of any class or commit to doing any of the foregoing; and

(g) incur or agree to incur any debt or guarantee any debt for borrowed money;

(h) make any loan, advance or capital contribution to or investment in any person; and

(i) maintain its status as a "reporting issuer" (or the equivalent), not in default of any of the requirements of applicable securities laws, in each of the provinces and territories of Canada in which it currently has such status.

7.2 Confidentiality

(a) The Acquiror will, and will cause its employees, officers, directors, shareholders, outside advisors, agents, Affiliates, Associates and representatives to, treat any data and information obtained with respect to the Corporation, or any of its Affiliates or Associates, from any representative, officer, director or employee of the Corporation, or from any books or records of the Corporation, confidentially and with commercially reasonable care and discretion, and will not disclose any such information to third parties; provided, however, that the foregoing shall not apply to (i) information in the public domain or that becomes public through disclosure by any party other than Acquiror or its Affiliates, Associates or representatives, so long as such other party is not in breach of a confidentiality obligation, (ii) information that is required to be disclosed by Applicable Law, (iii) information that is disclosed by Acquiror or its Affiliates or Associates, on a confidential basis, to any of their respective agents, accountants, attorneys and prospective lenders or investors in connection with or related to the consummation of the transactions contemplated hereby, including the financing of the transactions contemplated by this Agreement, or (iv) any information that is disclosed by Acquiror after the Closing has occurred.

(b) In the event that this Agreement is terminated, Acquiror, upon the written request of the Corporation, will, and will cause its representatives to, promptly deliver to the Corporation any and all documents or other materials furnished by the Corporation or their respective Affiliates to Acquiror in connection with this Agreement without retaining any copy thereof. In the event of such request, all other documents, whether analyses, compilations or studies, that contain or otherwise reflect the information furnished by the Corporation to Acquiror, shall be destroyed by Acquiror or shall be returned to the Corporation, and Acquiror shall confirm to the Corporation in writing that all such materials have been returned or destroyed. No failure or delay by the Corporation 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 thereof or the exercise of any right, power or privilege hereunder.

(c) The parties hereto recognize and agree that in the event of a breach by Acquiror of this section, money damages would not be an adequate remedy for such breach and, even if

money damages were adequate, it would be impossible to ascertain or measure with any degree of accuracy the damages sustained therefrom. Accordingly, if there should be a breach or threatened breach by Acquiror of the provisions of this section, the Corporation, shall be entitled to an injunction restraining Acquiror from any breach without showing or proving actual damage sustained by the Corporation. Nothing in the preceding sentence shall limit or otherwise affect any remedies that the Corporation may otherwise have under Applicable Law.

ARTICLE 8
COVENANTS OF ALL PARTIES

8.1 Further Assurances

Each party hereto agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to evidence the consummation or implementation of the transactions provided for under this Agreement.

8.2 Certain Filings

The parties hereto shall cooperate with one another in determining whether any action by or in respect of, or filing with, any Governmental Authority or the Exchange is required or reasonably appropriate, or any action, consent, approval or waiver from any party to any Contract is required or reasonably appropriate, in connection with the consummation of the transactions contemplated by this Agreement. Subject to the terms and conditions of this Agreement, in taking such actions or making any such filings, the parties hereto shall furnish information required in connection therewith and seek timely to obtain any such actions, consents, approvals or waivers.

8.3 Public Announcements

On or after the Closing Date, the parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions provided for herein and, except as may be required by Applicable Law, will not issue any such public statement prior to such consultation. Notwithstanding the foregoing, the parties may, on a confidential basis, advise and release information regarding the existence and content of this Agreement or the transactions contemplated hereby to their respective Affiliates and Associates or any of their agents, accountants, attorneys, representatives, and prospective lenders or investors in connection with or related to the transactions contemplated by this Agreement, including the financing of such transactions.

ARTICLE 9
CONDITIONS TO CLOSING

9.1 Conditions to Obligation of the Acquiror and Subco

The obligations of Acquiror and Subco to consummate the Closing are subject to the satisfaction of each of the following conditions:

(a) (i) The Corporation shall have performed and satisfied its obligations hereunder required to be performed and satisfied by it on or prior to the Closing Date, (ii) each of the representations and warranties of the Corporation contained herein shall have been true and correct and contained no misstatement or omission that would make any such representation or warranty misleading when made and shall be true and correct and contain no misstatement or omission that would make any such representation or warranty misleading at and as of the Closing with the same force and effect as if made as of the Closing, and (iii) Acquiror shall have received certificates signed by an officer of the Acquiror and a duly authorized executive officer of the Corporation to the foregoing effect and to the effect that the conditions specified within this Section 9.1(a) have been satisfied.

(b) No Proceedings shall have been instituted or threatened by any Governmental Authority with respect to the transactions contemplated by this Agreement as to which there is a material risk of a determination that would terminate the effectiveness of, or otherwise materially and adversely modify the terms of, this Agreement.

(c) Since the date hereof, there shall not have been any event, occurrence, development or state of circumstances or facts or change in the Corporation or the Business (including any damage, destruction or other casualty loss affecting the Corporation or the Business that has had or that may be reasonably expected to have, either alone or together with all such events, occurrences, developments, states of circumstances or facts or changes, a Material Adverse Effect on the Corporation.

(d) Shareholders shall have approved the Combination in accordance with Applicable Law.

(e) At or prior to Closing, the Corporation and, if applicable, the Acquiror will have raised gross proceeds of a minimum of $1,850,000 pursuant to the Private Placement.

(f) All consents, approvals and authorizations of any governmental or regulatory authority or person whose consent to the Combination is required to be obtained in order to carry out the transactions contemplated hereby in compliance with all laws and agreements binding upon the parties hereto will have been obtained, including the consent of the Business Development Bank of Canada.

(g) The Canada Coal Shares shall have been delisted from the NEX and conditionally approved for listing (including the Canada Coal Shares issuable upon the Combination), subject to customary conditions, on the CSE Exchange.

(h) The Corporation shall have delivered to the Acquiror the deliverables referred to in Section 2.7.1.

(i) No more than 5% of the Shareholders shall have exercised their statutory dissent rights in respect to the Combination.

(j) No act, action, suit or proceeding shall have been threatened or taken before or by any domestic or foreign court, tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or entity) in Canada, the United States or elsewhere, whether or not having the force of law, and no law, regulation or policy shall have been proposed, enacted, promulgated or applied, which has the effect to cease trade, enjoin, prohibit or impose material limitations or conditions on the Combination or which, if the Combination were consummated, would have a Material Adverse Effect.

9.2 Conditions to the Obligations of the Corporation

The obligations of the Corporation to consummate the Closing are subject to the satisfaction of each of the following conditions:

(a) (i) The Acquiror and Subco shall have performed and satisfied each of their respective obligations hereunder required to be performed and satisfied by them on or prior to the Closing Date, (ii) each of the representations and warranties of the Acquiror and Subco contained herein shall have been true and correct and contained no misstatement or omission that would make any such representation or warranty misleading when made and shall be true and correct and contain no misstatement or omission that would make any such representation or warranty misleading at and as of the Closing with the same force and effect as if made as of the Closing, and (iii) the Corporation shall have received certificates signed by an executive officer of the Acquiror and Subco to the foregoing effect

(as the same relates to the Acquiror and Subco, respectively) and to the effect that the conditions specified within this Section 9.2 (as the same relates to Acquiror and Subco respectively) have been satisfied.

(b) No Proceedings shall have been instituted or threatened by any Governmental Authority with respect to the transactions contemplated by this Agreement as to which there is a material risk of a determination that would terminate the effectiveness of, or otherwise materially and adversely modify the terms of, this Agreement.

(c) Since the date hereof, there shall not have been any event, occurrence, development or state of circumstances or facts or change in the Acquiror or its business (including any damage, destruction or other casualty loss affecting the Acquiror or its business that has had or that may be reasonably expected to have, either alone or together with all such events, occurrences, developments, states of circumstances or facts or changes, a Material Adverse Effect on the Acquiror.

(d) Canada Coal shareholders shall have approved the Name Change, Consolidation and the delisting of the Canada Coal Shares.

(e) The Acquiror shall have provided evidence reasonably satisfactory to the Corporation that the Acquiror has, as of the Closing Date, net working capital of not less than $1,000,000 after giving effect to all payments to be made by the Acquiror as provided for in this Agreement but without giving effect to payment of (i) legal fees of counsel to the Acquiror up to a maximum of $31,000 plus HST (but excluding any applicable disbursements); and (ii) costs associated with the meeting of Canada Coal shareholders up to a maximum of $6,500 plus HST; and (iii) Exchange filing fees (the "**Minimum Working Capital Position**").

(f) All consents, approvals and authorizations of any governmental or regulatory authority or person whose consent to the Combination is required to be obtained in order to carry out the transactions contemplated hereby in compliance with all laws and agreements binding upon the parties hereto will have been obtained.

(g) The Canada Coal Shares shall have been delisted from the NEX and conditionally approved for listing (including the Canada Coal Shares issuable upon the Combination), subject to customary conditions, on the CSE Exchange.

(h) The Acquiror shall have delivered to the Corporation the deliverables referred to in Section 2.7.2.

(i) No act, action, suit or proceeding shall have been threatened or taken before or by any domestic or foreign court, tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or entity) in Canada, the United States or elsewhere, whether or not having the force of law, and no law, regulation or policy shall have been proposed, enacted, promulgated or applied, which has the effect to cease trade, enjoin, prohibit or impose material limitations or conditions on the Combination or which, if the Combination were consummated, would have a Material Adverse Effect.

ARTICLE 10
INDEMNIFICATION

10.1 Agreement to Indemnify

(a) Acquiror, its Affiliates and Associates and each officer, director, shareholder, employer, representative and agent of Acquiror, its Affiliates or Associates, and the Corporation

(collectively, the "**Acquiror Indemnitees**") shall each be indemnified and held harmless to the extent set forth in this Section 10.1(a), severally (and not jointly or jointly and severally): by the Corporation in respect of any and all Damages incurred by any Acquiror Indemnitee as a result of any inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement made by the Corporation in this Agreement.

(b) The Corporation and its Affiliates and Associates and each officer, director, shareholder, employer, representative and agent of any of the foregoing (collectively, the "**Shareholder Indemnitees**" and together with the Acquiror Indemnitees, the "**Indemnitees**") shall each be indemnified and held harmless to the extent set forth in this Section 10.1(b) by Acquiror in respect of any and all Damages incurred by any Shareholder Indemnitee as a result of any inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement made by the Acquiror or Subco in this Agreement.

10.2 Survival of Representation, Warranties and Covenants

(a) Except as hereinafter provided in this Section 10.2, all representations, warranties, covenants, agreements and obligations of any party responsible for indemnifying the Acquiror Indemnitees or Shareholder Indemnitees, as the case may be (the "**Indemnifying Parties**") contained herein and all claims of any Acquiror Indemnitee or Shareholder Indemnitee in respect of any breach of any representation, warranty, covenant, agreement or obligation of any Indemnifying Party contained in this Agreement, shall survive the Closing and shall expire two years from the date of this Agreement;

(b) Each of the following representations, warranties, covenants, agreements and obligations of the applicable Indemnifying Parties shall survive the Closing Date until the expiration of sixty (60) days following the end of the applicable limitation period provided for under the Applicable Laws, including extensions thereof (i) the inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement at any time arising out of fraud or gross negligence; (ii) any inaccuracy or misrepresentation in or breach of any representation or warranty made in Sections 3.1, 3.2, 3.3, 3.6, 3.19, 3.20, 4.1, 4.2, 4.5, 4.6, 5.1 or 5.2 regardless of whether such inaccuracy or misrepresentation arises out of fraud or gross negligence; and (iii) the breach or failure to perform by Indemnifying Party after the Closing Date of any of the covenants, agreements or obligations of such Persons contained in this Agreement or other exhibits attached hereto.

10.3 Claims for Indemnification

If any Indemnitee shall believe that such Indemnitee is entitled to indemnification pursuant to Section 10.1 in respect of any Damages, such Indemnitee shall give the appropriate Indemnifying Party prompt written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such claim for indemnification. The failure of such Indemnitee to give notice of any claim for indemnification promptly, but within the periods specified by Section 10.2(a) or 10.2(b), as the case may be, shall not adversely affect such Indemnitee's right to indemnity hereunder except to the extent that such failure adversely affects the right of the Indemnifying Party to assert any reasonable defence to such claim or to the extent that such failure increases the amount of liability or cost of the defence. Each such claim for indemnity shall expressly state that the Indemnifying Party shall have only the twenty (20) Business Day period referred to in the next sentence to dispute or deny such claim. The Indemnifying Party shall have twenty (20) Business Days following its receipt of such notice either (x) to acquiesce in such claim by giving such Indemnitee written notice of such acquiescence or (y) to object to the claim by giving such Indemnitee written notice of the objection. If the Indemnifying Party does not object thereto within such twenty (20) Business Day period, such Indemnitee shall be entitled to be indemnified for all Damages reasonably and proximately incurred by such Indemnitee in respect of such claim. If the Indemnifying Party objects to such claim in a timely manner, and such Indemnitee and the Indemnifying Party are unable to resolve their dispute within ten (10) Business Days following such objection (or such additional period of time as may be mutually agreed to by such Persons), the claim shall be submitted immediately to arbitration pursuant to Section 12.12.

10.4 Defence of Claims

In connection with any claim that may give rise to indemnity under Section 10.1 resulting from or arising out of any claim or Proceeding against an Indemnitee by a Person that is not a party hereto, the Indemnifying Party may (unless such Indemnitee elects not to seek indemnity hereunder for such claim), upon written notice to the relevant Indemnitee, assume the defence of any such claim or Proceeding if all Indemnifying Parties with respect to such claim or Proceeding jointly acknowledge to the Indemnitee the Indemnitee's right to indemnity pursuant hereto in respect of the entirety of such claim (as such claim may have been modified through written agreement of the parties or arbitration hereunder) and provide assurances, satisfactory to such Indemnitee, that the Indemnifying Parties will be financially able to satisfy such claim in full if such claim or Proceeding is decided adversely. If the Indemnifying Parties assume the defence of any such claim or Proceeding, the Indemnifying Parties shall select counsel reasonably acceptable to such Indemnitee to conduct the defence of such claim or Proceeding, shall take all steps necessary in the defence or settlement thereof and shall at all times diligently and promptly pursue the resolution thereof. If the Indemnifying Parties shall have assumed the defence of any claim or Proceeding in accordance with this Section 10.4, the Indemnifying Parties shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any such claim or Proceeding, without the prior written consent of such Indemnitee; provided, however, that the Indemnifying Parties shall pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness thereof, that the Indemnifying Parties shall not be authorized to encumber any of the assets of any Indemnitee or to agree to any restriction that would apply to any Indemnitee or to its conduct of business; and provided, further, that a condition to any such settlement shall be a complete release of such Indemnitee and its Affiliates, officers, employees, consultants and agents with respect to such claim. Such Indemnitee shall be entitled to participate in (but not control) the defence of any such action, with its own counsel and at its own expense. Each Indemnitee shall, and shall cause each of its Affiliates, Associates, officers, employees, consultants and agents to, cooperate fully with the Indemnifying Parties in the defence of any claim or Proceeding being defended by the Indemnifying Parties pursuant to this Section 10.4. If the Indemnifying Parties do not assume the defence of any claim or Proceeding resulting therefrom in accordance with the terms of this Section 10.4, such Indemnitee may defend against such claim or Proceeding in such manner as it may deem appropriate, including settling such claim or Proceeding after giving notice of the same to the Indemnifying Parties, on such terms as such Indemnitee may deem appropriate. If any Indemnifying Party seeks to question the manner in which such Indemnitee defended such claim or proceeding or the amount of or nature of any such settlement, such Indemnifying Party shall have the burden to prove by a preponderance of the evidence that such Indemnitee did not defend such claim or Proceeding in a reasonably prudent manner. The final determination of any such claim pursuant to this Section 10.4, including all related costs and expenses, shall be binding and conclusive upon the parties as to the validity or invalidity, as the case may be, of such claim against the Indemnifying Party.

ARTICLE 11
TERMINATION

11.1 Termination

This Agreement may be terminated at any time prior to the Closing by:

(a) mutual written agreement of the Parties;

(b) by the written notice of the Corporation to the Acquiror and Subco any time following 5:00 p.m. (Eastern Standard time) on November 19, 2019 if (i) Canada Coal has not filed a notice of meeting of shareholders with a record and meeting date to be acceptable to Mijem or (ii) Canada Coal subsequently changes the record and meeting date for such shareholder meeting without the prior written consent of Mijem;

(c) the written notice of the Acquiror and Subco, on the one hand, or the Corporation, on the other hand to the other party/parties at any time following 5:00 p.m. (Eastern Standard time) on January 31, 2020 if the Private Placement has not closed by such date;

(d) the written notice of the Acquiror and Subco, on the one hand, or the Corporation, on the other hand to the other party/parties at any time following 5:00 p.m. (Eastern Standard time) on February 28, 2020 if the Closing Date has not occurred by such date;

(e) the written notice of the Acquiror and Subco, on the one hand, or the Corporation, on the other hand to the other party/parties at any time for a material breach of any of the representations and warranties contained herein to the benefit of the party or parties providing such notice; or

(f) the written notice of the Acquiror and Subco, on the one hand, or the Corporation, on the other hand to the other party/parties at any time upon the payment by the terminating party to the other party of $(redacted).

ARTICLE 12
MISCELLANEOUS

12.1 Notices

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) if personally delivered, when so delivered, (ii) if mailed, two Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, (iii) if sent by electronic mail then on the day of transmission if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the next business day, provided that such notice or other communication is promptly thereafter mailed in accordance with the provisions of clause (ii) above or (iv) if sent through an overnight delivery service in circumstances under which such service guarantees next day delivery, the day following being so sent:

If to the Corporation:

c/o Mijem Inc.
36 King Street East, Suite 524
Toronto, ON M5C 1E5

Attention: Phuong Dinh
Email: pdinh@mijem.com

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

Caravel Law
240 Richmond St West
Toronto, Ontario M5V 1V6

Attention: Jeffrey Klam
Email: jklam@caravellaw.com

If to Acquiror (prior to Closing):

Canada Coal Inc.
5213 Durie Road
Mississauga, Ontario
L5M 2C6

Attention: Bruce Duncan
Email: rbduncan@sympatico.ca

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

Aird & Berlis LLP
Brookfield Place
181 Bay St Suite 1800
Toronto, ON M5J 2T9

Attention: Tom Fenton
Email: tfenton@airdberlis.com

Any party may give any notice, request, demand, claim or other communication hereunder using any other means (including ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the individual for whom it is intended. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

12.2 Amendments; No Waivers

(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 all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No waiver by a party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by a party 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 thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.3 Expenses

All costs and expenses incurred in connection with this Agreement and enclosing and carrying out the transactions provided for herein shall be paid by the party incurring such cost or expense. This Section shall survive the termination of this Agreement.

12.4 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit, of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of each other party, which approval shall not be unreasonably withheld.

12.5 Governing Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein (excluding any conflict of laws rule or principle that might refer such interpretation to the laws of another jurisdiction). Each party irrevocably submits to the nonexclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

12.6 Counterparts; Effectiveness

This Agreement and the documents relating to the transactions contemplated by this Agreement may be signed in any number of counterparts and the signatures delivered by telecopy, each of which shall

be deemed to be an original, with the same effect as if the signatures thereto were upon the same instrument and delivered in person. This Agreement and such documents shall become effective when each party thereto shall have received a counterpart thereof signed by the other parties thereto. In the case of delivery by telecopy by any party, that party shall forthwith deliver a manually executed original to each of the other parties.

12.7 Entire Agreement

This Agreement (including the Schedules and Exhibits referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

12.8 Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All references to an Article or Section include all subparts thereof.

12.9 Severability

If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other Persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

12.10 Construction

The parties hereto intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

12.11 Claims

If any party hereto shall believe that such party (a "**Claimant**") is entitled to any legal or equitable relief in connection with any claim or controversy arising out of or relating to this Agreement, or the breach thereof, including any anticipated breach or disagreement as to interpretation of this Agreement except in connection with indemnification for matters explicitly contemplated by Section 10.1 (each, a "**Claim**"), such Claimant shall give the appropriate Indemnifying Party prompt written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such Claim. The failure of such Claimant to give notice of any Claim promptly shall not adversely affect such Claimant's right hereunder except to the extent that such failure adversely affects the right of the Indemnifying Party to assert any reasonable defence to such Claim. Each such notice shall expressly state that the Indemnifying Party shall have only the twenty (20) Business Day period referred to in the next sentence to dispute or deny such Claim. The Indemnifying Party shall have twenty (20) Business Days following its receipt of such notice either (x) to acquiesce in such Claim by giving such Claimant written notice of such acquiescence or (y) to object to the Claim by giving such Claimant written notice of the objection. If the Indemnifying Party does not object thereto within such twenty (20) Business Day period, such Claimant shall be entitled to be compensated for all Damages reasonably and proximately incurred by such Claimant in respect of such Claim. If the Indemnifying Party objects to such Claim in a timely manner, and such Claimant and the Indemnifying Party are unable to resolve their dispute within ten (10) Business Days following such

objection (or such additional period of time as may be mutually agreed to by such parties), the Claim shall be submitted immediately to arbitration pursuant to Section 12.12.

12.12 Arbitration

(a) Any disputes or differences between the parties hereto arising out of this Agreement or the transactions contemplated hereby, including any dispute between any Indemnitee and any Indemnifying Party under Section 10.1, which the parties are unable to resolve themselves shall be submitted to and resolved by arbitration as herein provided. Such arbitration shall be conducted by the appointment of three arbitrators. Within ten (10) Business Days after expiration of the ten (10) Business Day period referred to in Section 10.4 or Section 12.11, as the case may be, the Indemnifying Party and the Indemnitee shall each designate one arbitrator. Within ten (10) Business Days after the appointment of the two arbitrators, the two arbitrators shall designate a third arbitrator mutually acceptable to them, who is not affiliated with any party in interest to such arbitration and who has substantial professional experience with regard to corporate legal matters. If the arbitrator chosen by the Indemnifying Party and the arbitrator chosen by the Indemnitee fail to agree upon the third arbitrator within such ten (10) Business Day period, the third arbitrator shall be appointed by a Judge of Ontario sitting in the Judicial District of Toronto as soon as practicable who is not affiliated with any party in interest to such arbitration and who has substantial professional experience with regard to corporate legal matters.

(b) The three arbitrators shall consider the dispute at issue at Toronto, Ontario at a mutually agreed upon time within thirty (30) days (or such longer period as may be acceptable to the Indemnifying Party and the Indemnitee) of the designation of the arbitrators. The arbitration proceeding shall be held in accordance with the provisions of the *Arbitrations Act* (Ontario) in effect on the date of the initial request by the relevant Indemnitee or the Indemnifying Party, as the case may be, that gave rise to the dispute to be arbitrated. Notwithstanding the foregoing, the relevant Indemnifying Party and the Indemnitee agree that they will attempt, and they intend that they and the arbitrators should use their best efforts in that attempt, to conclude the arbitration proceeding and have a final decision from the arbitrators within ninety (90) days from the date of selection of the arbitrators; provided, however, that the arbitrators shall be entitled to extend such 90-day period one or more times to the extent necessary for such arbitrators to place a dollar value on any claim that may be unliquidated. The arbitrators shall immediately deliver a decision with respect to the dispute to each of the parties, who shall promptly act in accordance therewith. Each Indemnifying Party and the Indemnitee Party to such arbitration agrees that any decision of the arbitrators shall be final, conclusive and binding and no appeal shall lie therefrom. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section 12.12 by bringing suit in any court of competent jurisdiction.

(c) All fees, costs and expenses (including attorneys' fees and expenses) incurred by the party that prevails in any such arbitration commenced pursuant to this Section 12.12 or any judicial action or proceeding seeking to enforce the agreement to arbitrate disputes as set forth in this Section 12.12 or seeking to enforce any order or award of any arbitration commenced pursuant to this Section 12.12 may be assessed against the party or parties that do not prevail in such arbitration in such manner as the arbitrators or the court in such judicial action, as the case may be, may determine to be appropriate under the circumstances. All costs and expenses attributable to the arbitrators shall be allocated among the parties to the arbitration in such manner as the arbitrators shall determine to be appropriate under the circumstances.

12.13 Meaning of Include and Including

Whenever in this Agreement the word “include” or “including” is used, it shall be deemed to mean “include, without limitation” or “including, without limitation”, as the case may be, and the language following “include” or “including” shall not be deemed to set forth an exhaustive list.

12.14 Cumulative Remedies

The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

12.15 Third Party Beneficiaries

Other than Indemnitees under Section 10.1 hereof who are not parties to this Agreement, no provision of this Agreement shall create any third party beneficiary rights in any Person, including any employee or former employee of the Corporation or any Affiliate or Associate thereof (including any beneficiary or dependent thereof).

12.16 Transmission by Facsimile

The parties hereto agree that this Agreement may be transmitted by facsimile or other electronic means (including by PDF copy) and that the reproduction of signatures by facsimile or other electronic means (including by PDF copy) will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ON BEHALF OF THE ACQUIROR

CANADA COAL INC.

Per: "*R. Bruce Duncan*"

Name: R. Bruce Duncan

Title: Chief Executive Officer

ON BEHALF OF SUBCO

2726846 ONTARIO INC.

Per: "*Thomas A. Fenton*"

Name: Thomas A. Fenton

Title: Director

(*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ON BEHALF OF THE CORPORATION

MIJEM INC.

Per: "*Phuong Dinh*"

Name: Phuong Dinh

Title: President

(*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

EXHIBIT "A"

Form of Amalgamation Agreement

(begins on following page)

AMALGAMATION AGREEMENT

THIS AGREEMENT made as of the day of _____, 2019.

AMONG:

CANADA COAL INC. a corporation incorporated under the laws of Ontario, ("**Acquiror**")

- and -

2726846 ONTARIO INC., a corporation incorporated under the laws of Ontario, ("**Canada Coal SubCo**")

- and -

MIJEM INC., a corporation incorporated under the laws of Ontario, ("**Mijem**")

WHEREAS the Parties and certain other parties thereto have entered into a combination agreement dated November 15, 2019 conditional on *inter alia* Mijem receiving shareholder approval in favour of the amalgamation of Mijem and Canada Coal SubCo (the "**Combination Agreement**");

AND WHEREAS the authorized capital of Canada Coal SubCo consists of an unlimited number of common shares, of which at the time immediately prior to the Amalgamation 100 common shares of Canada Coal SubCo will be issued and outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of Mijem consists of unlimited number of common shares of which at the time immediately prior to the Amalgamation ● common shares of Mijem will be issued and outstanding as fully paid and non-assessable, and an unlimited number of preferred shares, of which none are issued and outstanding as at the date hereof; and

AND WHEREAS Canada Coal SubCo and Mijem have agreed to amalgamate under the *Business Corporations Act* (Ontario) (the "**OBCA**") upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms will have the following meanings:

"**Agreement**" means this Amalgamation Agreement, at it may be amended or supplemented at any time and from time to time after the date hereof.

"**Amalco**" means the corporation resulting from the amalgamation of Canada Coal SubCo and Mijem.

"**Amalco Shares**" means the common shares in the capital of Amalco.

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations on the terms and subject to the conditions set out in this Agreement.

"**Amalgamating Corporation**" means each of Canada Coal SubCo and Mijem, and "**Amalgamating Corporations**" means both of them.

"**Amalgamation Securities**" means 58,823,529 Canada Coal Shares.

"**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation.

"**Combination Agreement**" has the meaning ascribed to it in the preamble to this Agreement.

"**Canada Coal Shares"** means the common shares in the capital of the Acquiror.

"**Canada Coal SubCo Shares**" means the common shares of Canada Coal SubCo.

"**Effective Date**" means the date shown on the Certificate of Amalgamation.

"**Effective Time**" has the meaning ascribed to it in Section 2.7.

"**Exchange Ratio**" has the meaning ascribed to it in Section 2.2.2.

"**Governmental Authority**" means any foreign, federal, state, provincial, federal, local or other government, regulatory or administrative authority, agency or commission, or any court, tribunal or judicial or arbitral body with competent jurisdiction, including any applicable stock exchange.

"**ITA**" means the *Income Tax Act* (Canada), as amended, and all regulations thereunder.

"**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations thereunder, as amended.

"**Parties**" means the Acquiror, Canada Coal SubCo and Mijem, and "**Party**" means any one of them.

"**Person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority, and pronouns have a similarly extended meaning.

"**Mijem Shares**" means the common shares of Mijem.

"**Mijem Shareholder**" means a registered holder of Mijem Shares, from time to time, and "**Mijem Shareholders**" means all of such holders.

"**Mijem Warrants**" means the common share purchase warrants to purchase Mijem Shares outstanding as of the date hereof.

"**Registrar**" has the meaning as applicable to OBCA companies.

"**Replacement Warrants**" has the meaning ascribed to it in Section 2.2.3.

1.2 Paramountcy

In the event of any conflict between the provisions of this Agreement and the provisions of the Combination Agreement, the provisions of the Combination Agreement shall prevail.

ARTICLE 2
AMALGAMATION

2.1 Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation. The Amalgamating Corporations shall amalgamate to create Amalco on the terms and conditions set out in this Agreement.

2.2 Amalgamation

The Parties shall cause the Articles of Amalgamation to be filed pursuant to the OBCA to effect the Amalgamation. Under the Amalgamation, at the Effective Time:

2.2.1 Canada Coal SubCo and Mijem will amalgamate and continue as Amalco with the name "Mijem Inc.";

2.2.2 Each Mijem Shareholder shall receive **[2.144]** fully paid and non-assessable Canada Coal Shares for each one Mijem Share held by each such holder (the "**Exchange Ratio**"), following which all such Mijem Shares shall be cancelled; **[Note: subject to adjustment as provided for in the Combination Agreement]**

2.2.3 Each Mijem Warrant which is outstanding and has not been duly exercised prior to the Effective Date shall be exchanged for a warrant of the Acquiror (a "**Replacement Warrant**") of economically equivalent value as the Mijem Warrant so exchanged, and each Mijem Warrant so exchanged shall thereupon be cancelled. Upon the exercise of each Replacement Warrant, and subject to adjustment in accordance with the terms thereof, the holder thereof shall be entitled to receive one common share of the Acquiror;

2.2.4 The Acquiror shall receive one fully paid and non-assessable Amalco Share for each one Canada Coal SubCo Share held by the Acquiror, following which all such Canada Coal SubCo Shares shall be cancelled;

2.2.5 In consideration of the issuance of the Amalgamation Securities pursuant to Section 2.2.2, Amalco shall issue to the Acquiror one Amalco Share for each of the Amalgamation Securities issued;

2.2.6 The Amalgamation Securities shall be issued as fully paid in consideration of the cancellation of the Mijem Shares immediately prior to the Effective Time;

2.2.7 Amalco shall add to the stated capital maintained in respect of (a) the Amalco Shares an amount equal to the paid-up capital, within the meaning of the ITA, of the Canada Coal Subco Shares and the Mijem Shares, less $●;

2.2.8 The Acquiror shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to the transactions contemplated by this Agreement to any Mijem Shareholder such amounts as acting reasonably upon the advice of professional tax counsel are required to be deducted and withheld with respect to such payment under the ITA or any provision of provincial,

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 hereof as having been paid to the Mijem Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. The Acquiror shall use commercially reasonable efforts to cooperate with any Mijem Shareholder from which amounts are required to be withheld in providing such data and other information as may reasonably be required for the preparation of any tax return; and

2.2.9 Amalco will become a subsidiary of the Acquiror.

2.3 Delivery of Securities Following Amalgamation

Upon the issuance of the Certificate of Amalgamation, Mijem Shareholders shall surrender the certificates representing the Mijem Shares held by them and in return shall receive certificates representing the number of the Amalgamation Securities to which they are so entitled, subject to the terms of the Combination Agreement.

2.4 Effect of Amalgamation

2.4.1 The Amalgamating Corporations shall be amalgamated and continue as one corporation under the terms and conditions prescribed in this Agreement.

2.4.2 The Amalgamating Corporations shall cease to exist as entities separate from Amalco.

2.4.3 Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations.

2.4.4 A conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against Amalco.

2.4.5 Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Amalgamation has become effective.

2.5 Fractional Shares

Notwithstanding Section 2.2.2, no fractional Amalgamation Securities shall be issued to Mijem Shareholders and no payment will be made in lieu of any fractional entitlement. To the extent any Mijem Shareholder would, but for this Section 2.5, become entitled to a fractional Amalgamation Security, such fractional amount shall be rounded to the nearest whole Amalgamation Security.

2.6 Filing of Articles of Amalgamation

If this Agreement is adopted by each of the Amalgamating Corporations as required by the OBCA, the Amalgamating Corporations agree that they will jointly file with the Registrar agreed upon Articles of Amalgamation in the form prescribed under the OBCA.

2.7 Effective Time

The Amalgamation shall take effect and go into operation at 12:01 a.m. on the Effective Date, if this Agreement has been adopted as required by law and all necessary filings have been made with the Registrar before that time, or at such later time, or time and date, as may be determined by the directors or by special resolutions of the Amalgamating Corporations when this Agreement shall have been adopted as required by law (the "**Effective Time**"); provided, however, that if this Agreement is terminated under Section 2.16, the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Corporations.

2.8 Registered Office

The registered office of Amalco shall be in the City of Toronto in the Province of Ontario. The address of the first registered office of Amalco shall be 36 King Street East, Suite 524, Toronto, ON M5C 1E5.

2.9 Amalco Name

The name of Amalco shall be as set out in Section 2.2.1 hereof.

2.10 Articles and By-Laws

2.10.1 The Articles of Amalgamation are set out in the attached Schedule “A”.

2.10.2 The by-laws of Amalco shall be the by-laws of 2726846 Ontario Inc., a copy of which may be examined at the following address: 36 King Street East, Suite 524, Toronto, ON M5C 1E5.

2.11 No Restrictions on Business

There shall be no restrictions on the business that Amalco may carry on.

2.12 Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, and unlimited amount of preferred shares.

2.13 Number of Directors

The board of directors of Amalco shall consist of not less than one (1) and not more than nine (9) directors, the exact number of which shall be determined by the directors from time to time.

2.14 Initial Directors

The first director of Amalco shall be the person whose name and residential address appear below:

Name	Prescribed Address
Phuong Dinh	(Redacted)

The above directors will hold office from the Effective Date until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

2.15 Transfer of Shares

The share transfer restrictions are set out in the attached Schedule “A”.

2.16 Termination

Notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, this Agreement may be terminated by the board of directors of each of the Amalgamating Corporations at any time prior to the issuance of the Certificate of Amalgamation only following the termination of the Combination Agreement in accordance with its terms, without, except as provided in the Combination Agreement, any recourse by any Party or any other Person.

2.17 Governing Law

This Agreement and all disputes and controversies relating to or arising out of this Agreement are governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each signatory to this Agreement irrevocably attorns and submits to the non-exclusive jurisdiction of the Ontario courts and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

2.18 Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Agreement.

2.19 Time of the Essence

Time shall be of the essence of this Agreement.

2.20 Amendments and Waivers

This Agreement may not be amended or waived except by an instrument in writing signed by an authorized representative of each Party. No course of conduct or failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

2.21 Counterparts

This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[The remainder of this page has been left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

CANADA COAL INC.

By: _____
Name:
Title:

2726846 ONTARIO INC.

By: _____
Name:
Title:

MIJEM INC.

By: _____
Name:
Title:

SCHEDULE “A”

ARTICLES

[NTD: Ontario Articles of Amalgamation Form]

SCHEDULE OF SHARE PROVISIONS

SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS

SCHEDULE OF OTHER PROVISIONS