ALIX RESOURCES CORP. Suite 1220 - 789 West Pender Street Vancouver, British Columbia V6C 1H2	GEO MINERALS LTD. Suite 1220 - 789 West Pender Street Vancouver, BC V6C 1H2

November 5, 2008

NuCoal Energy Corp.
1103 Tower at Midtown
Saskatoon, Saskatchewan
S7K 1J5

RE: AGREEMENT TO ACQUIRE CERTAIN MINERAL INTERESTS FROM NUCOAL ENERGY CORP.

We, Alix Resources Corp. ("**Alix**") and Geo Minerals Ltd. ("**Geo**"), jointly provide this letter agreement (the "**Agreement**") to confirm our agreement to acquire from NuCoal Energy Corp. ("**NuCoal**") an interest in certain Claims (as herein defined) pertaining to certain mineral properties situate in the Provinces of Saskatchewan and Manitoba (collectively, the "**Properties**"), on the following terms and conditions:

1. Definitions: In addition to words and phrases defined elsewhere in this Agreement, the following terms shall have the following meanings:

   (a) "**Claim**" means individually, and "**Claims**" means collectively, all of right, title and interest of NuCoal in and to the following:

      (i) those applications submitted by NuCoal to the Saskatchewan Ministry of Energy and Resources pursuant to the Saskatchewan Legislation for a permit to explore certain Crown coal land (as defined in the Saskatchewan Legislation) situate in the Province of Saskatchewan, as more particularly described by the CPP number for each such application referred to in Schedule "A" attached hereto, together with any resulting permits issued by such Ministry in relation to such applications; and

      (ii) those applications submitted by NuCoal to the Manitoba Ministry for Science, Technology, Energy and Mines, Mines Branch, pursuant to the Manitoba Legislation for a permit to explore certain Crown mineral land (as defined in the Manitoba Legislation) situate in the Province of Manitoba as more particularly described by the claim number for each such application referred to in Schedule "A" attached hereto, together with any resulting permits issued by such Ministry in relation to such applications;

   (b) "**Environmental Laws**" means any and all requirements of the common law, environmental, health or safety legislation, regulation, rules, ordinances, policies, orders, approvals, notices, licenses, permits or directives of any federal, provincial, municipal or local judicial, regulatory or administrative agency, board or governmental authority having jurisdiction over the Properties or the subject matter hereof;

   (c) "**Expenditure Period**" means the period of three (3) calendar years commencing on the Approval Date (as defined in Section 3(c) below), unless sooner terminated in accordance with the provisions of Section 15 hereof or extended by the written consent of all parties hereto;

   (d) "**Exploration Expenditures**" means costs, expenses and charges, direct or indirect, of or incidental to the Project, and shall include expenditures made in exploration operations carried out on the Properties, costs of analysis of samples taken during exploration operations and all amounts paid or payable to maintain the Claims and Properties in good standing, including payments of annual rent to the appropriate Governmental Authority in respect of such Claims;

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(e) "**Feasibility Study**" means a detailed report, in form and substance sufficient for presentation to arm's length institutional lenders considering project financing, showing the feasibility of placing any part of the Properties into commercial production and shall include a reasonable assessment of the various categories of ore reserves and their amenability to metallurgical treatment, the estimated recoverable reserves of minerals from such Properties and the estimated composition and content thereof, the proposed procedure for development, mining and production of minerals from such Properties, a complete description of the work, equipment and supplies required to bring such Properties into commercial production including the estimated costs thereof and any environmental impact studies related thereto, or the anticipated cost of obtaining such environmental studies and any necessary or related permits to construct and operate a commercial mine to extract and, if applicable, process such minerals;

(f) "**Governmental Authority**" means the relevant Minister, Ministry, governmental department, board, agency or regulator having jurisdiction over the Claims and/or Properties;

(g) "**Manitoba Legislation**" means the *Mines and Minerals Act* (Manitoba) and the relevant regulations thereunder, including the *Mineral Disposition and Mineral Lease Regulations, 1992* (Manitoba), as the same may be amended, restated, supplemented or replaced from time to time;

(h) "**Project**" means, for the purposes of this Agreement, the exploration of the Properties for suitable deposits of coal (and any derivatives thereof) and/or other minerals (including valuable stone) capable of being commercially produced from such Properties;

(i) "**Purchase Price**" has the meaning given in Paragraph 3 hereof;

(j) "**Saskatchewan Legislation**" means *The Crown Minerals Act* (Saskatchewan) and the relevant regulations thereunder, including *The Coal Disposition Regulations, 1988* (Saskatchewan), as the same may be amended, restated, supplemented or replaced from time to time;

(k) "**TSXV**" means the TSX Venture Exchange, or any entity performing a similar function in substitution for and in place thereof;

2. Acquisition of an Undivided Interest in Claims: Subject to the parties having met or satisfied the conditions precedent herein contained, and in consideration of the Purchase Price and the obligations of Alix and Geo herein contained, Alix and Geo, as tenants in common, hereby agree to purchase from NuCoal, and NuCoal hereby agrees to sell to Alix and Geo (as tenants in common), up to an undivided 60% interest in and to the Claims (the "**Interest**").

3. Purchase Price: The purchase price to be jointly paid by Alix and Geo to NuCoal for the Interest is as follows (the "**Purchase Price**"), subject to the prior receipt of the TSXV's approval of the transactions contemplated herein:

(a) each of Alix and Geo shall issue to NuCoal 1,000,000 common shares in their respective capital stock (the "**Share Consideration**"), as fully paid and non-assessable shares, within five business days of the date (the "**Approval Date**") on which the TSXV approves of the transactions contemplated herein (and subject to Alix and Geo receiving such approval from the TSXV);

(b) Alix and Geo shall pay to NuCoal an aggregate cash consideration (the "**Cash Consideration**") in the amount of $250,000 over a five month period as follows:

(i) the sum of $50,000 forthwith on the Approval Date; and

(ii) the sum of $50,000 on the first business day of each month following the Approval Date, in four consecutive monthly instalments; and

(c) Alix and Geo shall incur an aggregate total of $2,500,000 in Exploration Expenditures in relation to the Properties, with a minimum of $860,000 in Exploration Expenditures to be incurred on or before the first anniversary of the Approval Date exclusively on those Claims and Properties situate in the Province of Manitoba, together with such additional Exploration Expenditures each year so as to ensure that all the Claims remain in good standing with the relevant Governmental Authority.

3A. Proportionate Interest: Notwithstanding Section 3 herein, in the event that:

(a) prior to Alix and Geo incurring an aggregate total of $2,500,000 in Exploration Expenditures in relation to the Properties pursuant to Subsection 3(c) herein, Alix and Geo should elect not to incur additional Exploration Expenditures in relation to the Properties, and provides written notice of such election to NuCoal (the "**Election Notice**"); or

(b) this Agreement is terminated pursuant to Section 15 herein;

(such event referred herein as an "**Determination Event**"), then

Alix and Geo shall be released from their obligations under Section 3 from the date of such Determination Event onwards, and, in the event that Alix and Geo have paid the Share Consideration and Cash Consideration to NuCoal pursuant to subsections 3(a) and (b) above, Alix and Geo shall have acquired that proportionate interest in the Interest as is equivalent to (i) the amount of Exploration Expenditures incurred by Alix and Geo up to and including the date of such Determination Event divided by (ii) $2,500,000. Notwithstanding the generality of the foregoing, Alix and Geo shall not be entitled to any additional interest in the Interest.

For illustrative purposes only, in the event that Alix and Geo should have paid the Share Consideration and Cash Consideration to NuCoal and incurred $860,000 in Exploration Expenditures pursuant to Subsection 3(c) herein but provides an Election Notice to NuCoal immediately thereafter, Alix and Geo will have acquired a 34.4% interest in the Interest (equivalent to a 20.64% interest in and to the Properties).

3B. Exploration Expenditures After the Expenditure Period. The parties acknowledge and agree that, upon the earlier of:

(i) Alix and Geo incurring $2,500,000 in Exploration Expenditures during the Expenditure Period pursuant to Subsection 3(c) above; or

(ii) the occurrence of a Determination Event under Section 3A above

each of the parties shall contribute to any and all subsequent Exploration Expenditures to be incurred in relation to the Properties, in such proportionate amounts as is equal to the respective party's proportionate interest in the Properties. For illustrative purposes only, if Alix and Geo acquire the Interest pursuant to Sections 2 and 3 herein and acquires the additional interest under Section 6 herein, it shall contribute 80% of all subsequent Exploration Expenditures to be incurred in relation to the Properties, and NuCoal shall contribute the remaining 20% of such Exploration Expenditures in relation to the Properties.

4. Registration of Interest in Claims: Following receipt by NuCoal of the Cash Consideration and Share Consideration, NuCoal shall take all necessary steps to have the Interest of Alix and Geo, as tenants in common, in the Claims registered in the applicable registry where such Claims are recorded. Alix and Geo shall be responsible for paying directly, or otherwise reimbursing NuCoal for any and all filing or registry fees associated with recording the transfer of the Interest to Alix and Geo, and such expenditures shall be considered part of the Exploration Expenditures for the purpose of this Agreement. Notwithstanding the forgoing, this Agreement is intended to be an actual transfer of the Interest to Alix and Geo, effective as of the Approval Date and NuCoal hereby agrees that NuCoal shall, to the extent of their Interest therein, hold the Claims and all right, title and benefit derived therefrom, in trust, for the benefit of Alix and Geo and their respective interests therein, until the earlier of such Interest being registered in the names of Alix and Geo or the early termination of this Agreement in accordance with its terms. For greater certainty, NuCoal shall not be obligated to hold in trust or transfer to Alix or Geo any portion of the Interest not acquired by Alix and Geo in the event of their election under Section 3A herein, upon the delivery of an Election Notice

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by Alix and Geo pursuant to Section 3A herein. On termination of this Agreement or abandonment of any particular Claim by Alix and/or Geo, and unless otherwise agreed to by NuCoal, Alix and Geo shall, subject to Section 3A herein, sign such transfers or other dispositions to enable NuCoal to transfer back to NuCoal the interest of Alix and Geo in any such Claims (or portion thereof), it being acknowledged that the filing or registry fees associated with registering ownership of such Claims (or portion thereof) back in the sole name of NuCoal shall be at the sole cost and expense of NuCoal.

5. Escrow and Resale Restrictions: NuCoal acknowledges and agrees that, under applicable securities law or policies of the TSXV, certain resale restrictions may apply to the shares comprising the Share Consideration. NuCoal shall comply with all such resale restrictions prior to the resale of any such shares. In addition, NuCoal agrees to deposit the Share Consideration into escrow, with an escrow agent suitable to each of Alix and Geo, for a period not exceeding two (2) years from the date of issuance of such Share Consideration (the "**Escrow Period**"). Save and except for the voluntary deposit of the Share Consideration into escrow as herein provided, and the general resale restrictions imposed under applicable securities laws and by the TSXV, each of Alix and Geo represent to NuCoal that their respective shares issued as part of the Share Consideration are and will be freely trading shares on the TSXV. In the event of termination of this Agreement prior to expiry of the Escrow Period, the Share Consideration shall following termination of this Agreement be immediately released from escrow to NuCoal for its own use and benefit absolutely.

6. Additional Interest: In the event that Alix and Geo prepare or obtain, at their expense, a Feasibility Study in relation to one or more of the Properties during the term of this Agreement, such Feasibility Study to be in form and content acceptable to NuCoal acting reasonably, NuCoal shall transfer to Alix and Geo, as tenants in common, an additional undivided 20% interest in and to the Claims, such that Alix and Geo shall thereupon hold an aggregate total 80% undivided interest in and to the Claims. For clarity, neither Alix nor Geo shall be under any obligation to prepare, or have prepared, a Feasibility Study in relation to the Properties and any such decision to not prepare a Feasibility Study shall not affect the ownership of the Interest by Alix and Geo.

7. Obligations during Expenditure Period. Subject to the terms and conditions of this Agreement, Alix and Geo shall, during the Expenditure Period, jointly and severally:

(a) *Conduct Exploration Activities:* at their own expense, conduct exploration activities on the Properties in furtherance of the Project, including the drilling of test holes, the analysis of core samples taken therefrom, and preparation of suitable reports for delivery to each of NuCoal and the Governmental Authorities, as applicable, in relation to such exploration activities and, without limiting the generality of the foregoing, Alix and Geo agree to incur at least the amount of Exploration Expenditures within the timelines and in the manner referred to in Subsection 3(c) above, but subject to Section 3A above;

(b) *Keep Claims and Properties in Good Standing:* at their sole cost and expense, keep each of the Claims in good standing with the relevant Governmental Authority including, without limitation, undertaking sufficient exploration activities, incurring sufficient exploration expenses, reporting to the relevant Governmental Authority with the information and within the timelines required (as more particularly referred to in Subsection 7(c) below) and payment of all prescribed fees and rental in respect of such Claims, as required under the Saskatchewan Legislation and the Manitoba Legislation, as applicable, to keep and maintain the Claims in good standing (such fees and rental to be credited towards the Exploration Expenditures to be incurred by Alix and Geo pursuant to Subsection 3(c) above);

(c) *Report to NuCoal and Regulatory Authorities:* Alix and Geo shall provide regular quarterly reports of their exploration activities on the Properties to NuCoal and shall immediately inform NuCoal of any finds of sufficient quantities of minerals capable of being commercially produced from any of the Properties, together with the estimated quantities and qualities of such minerals. In consultation with NuCoal, Alix and Geo shall also prepare and submit to the applicable Governmental Authority any and all reports or other information required, in form and content and within the timelines required for such submissions, under the Saskatchewan Legislation and Manitoba Legislation; and

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(d) *Abandonment of any particular Claim:* Each of Alix and Geo shall, provided they are not in default of their obligations hereunder, be entitled to give written notice to NuCoal of their desire or intent to abandon any particular Claim (each, an "**Abandoned Claim**"), whereupon Alix and/or Geo, as the case may be, shall sign such transfers or other dispositions to enable NuCoal to transfer back to NuCoal the interest of Alix and Geo in any such Abandoned Claim, provided always that Alix and Geo shall not be entitled to abandon any particular Claim unless, and Alix and Geo shall ensure that, any Abandoned Claim is and shall remain in good standing with the relevant Governmental Authority for a period of at least 180 days from the date of Alix and Geo's written notice to NuCoal of their intent to abandon any particular Claim.

8. Option to Acquire Interest in Certain Additional Claims: In addition to the foregoing, NuCoal grants to Alix and Geo, jointly as tenants in common, an option (the "**Option**") to acquire an undivided Sixty (60%) percent interest in any three (3) of the claim groups (or so many additional claims as NuCoal may consent to in writing) (the "**Option Claims**") of those claims identified on Schedule "B" attached hereto. This Option shall be open for acceptance by Alix and Geo for a period of thirty (30) days from the date hereof (the "**Lapse Date**"), and if not exercised by written notice from Alix and Geo before the Lapse Date, shall lapse and be of no further force or effect. To exercise this Option, Alix and Geo must send written notice to NuCoal of such exercise before the Lapse Date advising which claim groups are to comprise the Option Claims and Alix and Geo must pay to NuCoal an amount equal to all staking costs and other expenditures incurred by NuCoal in relation to obtaining an interest in those Option Claims (such staking costs and other expenditures to be evidenced by invoices or other evidence satisfactory to Alix and Geo, acting reasonably) either before the Lapse Date or within such additional period of time as NuCoal may allow. Subject to alternate agreement arrived at in writing between the parties, this Agreement shall apply to the Option Claims, except that the amount of Exploration Expenditures and timeline within which such Exploration Expenditures must be incurred by Alix and Geo shall be the subject of subsequent agreement to be arrived at by the parties negotiating in good faith.

9. Letter of Credit:

(a) The parties acknowledge and agree that, as at the date hereof, NuCoal has pledged and lodged a letter of credit dated October 8, 2008 in the amount of $846,799 (the "**Letter of Credit**") with the Province of Manitoba in relation to certain obligations owed by NuCoal to the Province of Manitoba under the Manitoba Legislation in relation to those Claims and Properties situate in the Province of Manitoba, such Letter of Credit to be released by the Province of Manitoba upon the satisfaction of such terms and conditions. NuCoal acknowledges and agrees that Alix and Geo shall have no obligation to contribute or reimburse NuCoal for the costs incurred by NuCoal in obtaining and placing with the Province of Manitoba the Letter of Credit, and Alix and Geo acknowledge and agree that, upon such release of the Letter of Credit, the Letter of Credit shall be returned to NuCoal and Alix and Geo shall not seek any interest in the Letter of Credit.

(b) NuCoal acknowledges and agrees that it shall keep the Letter of Credit pledged and lodged with the Province of Manitoba until the earlier of the termination of this Agreement (and thereafter in NuCoal's sole discretion) or until such time as the terms and conditions under the Manitoba Legislation in respect of which the Letter of Credit was pledged have been satisfied. If necessary, NuCoal shall deliver and pledge such renewal or replacement letters of credit to the Province of Manitoba as are needed until such time as the terms and conditions of the Manitoba Legislation in respect of which the Letter of Credit was pledged have been satisfied or this Agreement terminated.

(c) In the event that the Letter of Credit is called on as a result of Alix and/or Geo failing to meet their obligations hereunder, the amount of any funds drawn down by the Province of Manitoba under such Letter of Credit shall be a debt due by Alix and Geo, jointly and severally, to NuCoal, and any payment of such debt by Alix and Geo to NuCoal shall thereupon be considered an Exploration Expenditure for the purpose of this Agreement.

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10. Representations and Warranties:

(a) NuCoal Representations and Warranties: In addition to any representations and warranties given by NuCoal elsewhere in this Agreement, NuCoal hereby represents and warrants to Alix and Geo as follows:

(i) *Status*: NuCoal is a duly incorporated, validly existing and in good standing under the laws of the Province of Saskatchewan, and has full power and capacity to own those Claims registered in the name of NuCoal and all rights thereunder, and to enter into and carry out the transactions contemplated herein and duly observe and perform all its obligations contained herein;

(ii) *Due Authorization*: The execution and delivery of this Agreement and all documents, instruments and agreements, required to be executed and delivered by NuCoal pursuant to this Agreement, and the completion of the transactions contemplated herein, have been duly authorized by all necessary corporate action on the part of NuCoal. This Agreement has been duly executed and delivered by NuCoal and constitutes a legal, valid and binding obligation of NuCoal enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors;

(iii) *Title*: NuCoal represents, warrants and covenants that: (A) it has good and marketable title to the Claims; (B) subject to the rights and reservations of the Crown, the Claims are free from all encumbrances or rights of others therein; (C) NuCoal has the right to grant the Option; and (D) save for the rights granted to Alix and Geo herein, NuCoal has not previously granted or committed to grant to any other person any rights or interests in or to the Claims or Properties;

(iv) *Litigation*: there is no current, pending or, to the knowledge of NuCoal, threatened, actions, claims, demands, lawsuits, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions, investigations, or other legal proceedings, of, by, against, or relating to, NuCoal or the Claims; and

(v) *Non-contravention*: NuCoal is not a party to or bound by any agreement, indenture, mortgage, deed of trust or security instrument, document or agreement that would be breached by, or under which default would occur as a result of, the execution and delivery of this Agreement or the completion of the transaction therein contemplated; and

(b) Alix and Geo Representations and Warranties: In addition to any representations and warranties given by Alix and Geo elsewhere in this Agreement, each of Alix and Geo hereby jointly and severally represent and warrant to NuCoal as follows:

(i) *Status*: Each of Alix and Geo are duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has full power and capacity to enter into and carry out the transactions contemplated herein and duly observe and perform all its obligations contained herein;

(ii) *Due Authorization*: The execution and delivery of this Agreement and all documents, instruments and agreements, required to be executed and delivered by Alix and Geo, jointly or severally, pursuant to this Agreement, and the completion of the transactions contemplated herein, have been duly authorized by all necessary corporate action on the part of Alix and/or Geo, as the case may be, and this Agreement has been duly executed and delivered by Alix and Geo, and constitutes a legal, valid and binding obligation of both Alix and Geo enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and

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other similar laws of general application affecting the enforceability of remedies and rights of creditors;

(iii) *Non-contravention*: Neither the execution and delivery of this Agreement nor the completion and performance of the transactions and obligations contemplated by or contained in this Agreement will result in a breach of or default under, or be contrary to, any of the provisions of the respective constating documents of Alix or Geo, or any indenture, contract, agreement or instrument to which Alix or Geo is a party or by which Alix or Geo is bound;

(iv) *Acknowledgement respecting Title*: Each of Alix and Geo acknowledge that the transfer of any rights or interest in and to such Claims requires the consent of the applicable Governmental Authority following application for such transfer, and that access to surface rights to the Properties will need to be negotiated and obtained by Alix and Geo in furtherance of their obligation to undertake exploration activities in relation to the Properties. Save as otherwise specifically stated herein, Alix and Geo acknowledge that NuCoal has not made any representations, warranties or promises respecting the title to the Claims or Properties or the existence, quantity or quality of any minerals capable of being commercially produced from such Properties;

(v) *TSXV Listing Approval*: Each of Alix and Geo shall, forthwith following execution of this Agreement, undertake all such corporate action and make such applications or filings with the TSXV as is necessary in order to obtain and deliver to NuCoal the Share Consideration referred to herein;

(vi) *Compliance with Laws:* In conducting all exploration activities on the Properties, Alix and Geo shall conduct all such operations in compliance with all applicable municipal, provincial and federal laws pertaining to the Properties and, without limiting the generality of the forgoing, pursuant to any requirements of the Saskatchewan Legislation, the Manitoba Legislation or Environmental Laws;

(vii) *Status and Transfer of Claims on termination of Agreement:* On termination of this Agreement, for whatever reason, and unless NuCoal otherwise agrees in writing, each of Alix and Geo shall, subject to Section 3A herein, transfer back to NuCoal any and all interest they have in the Claims and Properties without further compensation being paid by NuCoal to Alix and Geo therefore (except that in such event NuCoal shall be responsible for paying the filing fees associated with transferring the Claims back into its name alone). Alix and Geo agree that, on termination of this Agreement for whatever reason, the Claims shall be in good standing, and the Claims shall remain in good standing for a period of at least one (1) year from the effective date of termination of this Agreement (meaning that Alix and Geo shall ensure that all rental for maintaining a Claim for such year shall have been paid to the appropriate Governmental Authority, but acknowledging that neither Alix nor Geo shall be obligated to incur any further or additional costs associated with exploration of the Properties from and after the date of termination of this Agreement); and

(viii) *Non-Compete:* Each of Alix and Geo acknowledge and agree that they will, in the course of the Project, receive confidential and proprietary information respecting the Properties that is not generally known to the public. In consideration of NuCoal agreeing to transfer to Alix and Geo the Interest and to grant Alix and Geo the exclusive right to explore and develop the Claims, Alix and Geo agree that they will not enter into any business or undertake or invest in any business, activity, joint venture, company, or other entity that has, as one of its purposes, the commercial development of any minerals from the Properties, without first having given NuCoal the opportunity to participate in such business activity or otherwise have received the prior consent of NuCoal.

(c) Limitation on Representations and Warranties: Each of Alix, Geo, and NuCoal acknowledge and agree that the respective undertakings, covenants, representations and warranties of that party and the indemnities set forth herein shall survive the Closing Date and shall continue in full force and effect for the benefit of the other party for a period of two (2) years following termination of this Agreement.

11. Rights of Alix and Geo: Nucoal hereby acknowledges and agrees that Alix and Geo, or either of them, shall have the exclusive right to, in place and stead of NuCoal, secure surface rights in relation to the Properties and conduct exploration activities under the Claims in respect of the Project, subject always to any and all restrictions on such activities contained herein or under the Saskatchewan Legislation or Manitoba Legislation. Alix and Geo may, in their sole discretion and at their sole cost, make any use or uses of the Claims, or any portion thereof, consistent with the foregoing qualifications, including but not limited to:

(a) such prospecting, exploration, development and other mining work as Alix or Geo in its sole discretion may determine advisable;

(b) bring upon and erect upon the Properties, or any portion thereof, such facilities as Alix or Geo may deem advisable;

(c) remove and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests; and

(d) act as operator of the Properties.

Notwithstanding the generality of the foregoing, Alix and Geo shall also keep the Claims free and clear of all charges, encumbrances and claims or rights of others, except as otherwise agreed to by Nucoal.

12. Prohibition on Sale of Interest and ROFR: Each of the parties acknowledge that the rights and obligations of each of them hereunder is personal in nature and, in furtherance thereof, each of the parties agree that no party hereto shall be entitled to sell their respective interest in the Claims without the prior consent of all other parties hereto. In the event that a party wishes to sell its interest in the Claims, such party shall offer such interest to the other parties and the remaining parties shall be at liberty to agree to acquire such interest in such proportions and on such terms and conditions as all parties may agree upon, but no party shall be obligated to buy such interest from another, and failing such agreement no party shall be entitled to transfer their interest in the Claims to a third party without the consent of the other parties hereto.

13. Alix and Geo's Indemnity: Each of Alix and Geo shall indemnify and save harmless NuCoal, its directors, officers, employees and agents (collectively, the "**NuCoal Indemnifiees**"), from any and all claims, actions, suits, proceedings, demands, assessments, judgments, losses, damages, liabilities, expenses, costs (including all reasonable legal fees) to which the NuCoal Indemnifiees, or any of them, may be put or suffer as a result of or arising from any breach of the respective representations or warranties or non-fulfilment of any covenants on the part of Alix and/or Geo set forth in this Agreement, or as a result of or arising from all liabilities, claims and causes of action for injury to or death of persons, and damage to or loss or destruction of property resulting from the use or occupancy by Alix or Geo of the Properties or its operations performed hereunder this Agreement. This Indemnity shall survive termination of this Agreement and shall continue in full force and effect for the benefit of the NuCoal Indemnifiees indefinitely.

14. NuCoal Indemnity: NuCoal shall indemnify and save harmless each of Alix and Geo, their respective directors, officers, employees and agents (collectively, the "**A&G Indemnifiees**"), from any and all claims, actions, suits, proceedings demands, assessments, judgements, losses, damages, liabilities, expenses, costs (including all legal fees and costs on a solicitor and his or her own client basis) to which the A&G Indemnifiees, or any of them, may be put or suffer as a result of or arising from any breach of representation or warranty or non-fulfilment of any covenant on the part of NuCoal set forth to this Agreement. This Indemnity shall survive termination of this Agreement and shall continue in full force and effect for the benefit of the A&G Indemnifiees indefinitely.

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15. Termination: This Agreement shall end on the last day of the Expenditure Period and may be terminated prior thereto:

    (a) upon the mutual consent of the parties hereto;

    (b) by Alix and Geo, in the event that NuCoal fails to receive hard copies of permits evidencing the Claims or any portion thereof from the relevant Governmental Authority by December 31, 2008, unless Alix and Geo should otherwise agree;

    (c) by NuCoal, in the event that Alix and Geo have failed to obtain the request TSXV approval of this transaction and the issuance of the Share Consideration by December 31, 2008, or such later date as NuCoal may agree to;

    (d) by Alix and Geo, in their sole discretion, upon the provision of thirty (30) days written notice to NuCoal; or

    (e) by NuCoal, if, in the event that Alix and/or Geo is in default of its obligations under Subsections 3(b) or 3(c) or Section 7 hereof, NuCoal has provided written notice of such default to Alix and Geo, and Alix and Geo remain in default of their obligations for a period of thirty (30) days from their receipt of such written notice.

    In the event that this Agreement is terminated pursuant to this Section 15 during the Expenditure Period and before Alix and Geo have incurred all of the Exploration Expenditures described in Subsection 3(c) hereof, Alix and Geo shall provide comply with their obligations under Subsection 10(b)(vii) hereof (but subject to Section 3A herein), and thereafter shall be released of any further obligation under Subsection 3(c) and Section 7 to incur Exploration Expenditures or explore the Properties as contemplated in such Subsection 3(c) and Section 7 hereof, but subject to Section 3B herein. On termination of this Agreement, for whatever reason, Alix and Geo shall provide copies of any and all reports, test or assay results, compilations of data or other information derived from the Project that has not already or previously been provided to NuCoal.

16. Governing Law: This Agreement will be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable thereto. The parties agree that the courts of the Province of Saskatchewan shall have exclusive jurisdiction to decide all disputes related to this Agreement.

17. Enurement: This Agreement will be binding on and enure to the benefit of Alix, Geo and Nucoal, and their respective successors and assigns.

18. Announcement: As soon as commercially practicable upon the execution of this Agreement, but subject to applicable securities laws, the parties shall issue a press release announcing the formation of this Agreement, in such form as is mutually agreed upon by the parties.

19. Mutual Support: NuCoal shall, upon Alix and/or Geo's request, provide such information to Alix and Geo as is in the possession of NuCoal in relation to the Claims and Properties as is needed by Alix and/or Geo in undertaking the Project contemplated herein, but nothing herein shall be construed as obligating NuCoal to incur any expense or undertake any exploration activities in relation to the Project without its prior consent. Subject to the forgoing qualifications, each of the parties hereto shall work together in furtherance of the Project for the mutual benefit of all.

20. No Agency or Other Relationship: Notwithstanding the generality of the foregoing, the parties acknowledge and agree that no agency, consulting arrangement, employment, or joint venture among the parties shall be construed by any provision of this Agreement, and that each of them are independent contracting parties in relation to the subject matter hereof.

21. Whole Agreement: This Agreement contains the whole of the agreement between the parties with respect to the subject matter hereof, and is limited in scope to the Project referred to herein. Nothing herein contained

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shall obligate any party to this Agreement to undertake any further or additional work, incur any additional cost or to enter into any subsequent agreement respecting the development of one or more of the Properties for commercial production of minerals. Any such agreement shall be subsequently negotiated by the parties in good faith.

22. Conditions Precedent: Each of the parties acknowledge and agree that the consummation of the transactions contemplated herein shall be conditional on the receipt by Alix and Geo of the TSXV's approval of the transactions contemplated herein.

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23. Counterparts: This Agreement may be signed in counterpart by facsimile or by PDF scan, delivered electronically.

We look forward to working with you and proceeding with the transactions contemplated herein.

Sincerely,

ALIX RESOURCES CORP.

Per authorized signatory

GEO MINERALS LTD.

Per authorized signatory

We agree to the terms and conditions specified herein.

Signed:

NUCOAL ENERGY CORP.

Per authorized signatory

AC.

SCHEDULE A
LIST OF CLAIMS

Manitoba Properties:

QP-186
QP-187
QP-188
QP-192

SCHEDULE B

PROPERTIES OR CLAIMS SUBJECT TO OPTION

Saskatchewan Properties:

Project name	Permit Number	Project name	Permit Number	Project name	Permit Number
La Ronge	CPP 1611	Torch River	CPP 1803	Tway	CPP 1614
La Ronge	CPP 1612	Torch River	CPP 1804	Tway	CPP 1615
La Ronge	CPP 1613	Torch River	CPP 1805	Tway	CPP 1616
La Ronge	CPP 1758	Torch River	CPP 1806	Tway	CPP 1617
La Ronge	CPP 1759	Torch River	CPP 1807	Tway	CPP 1618
La Ronge	CPP 1760	Torch River	CPP 1808	Tway	CPP 1619
La Ronge	CPP 1761	Torch River	CPP 1809	Tway	CPP 1620
La Ronge	CPP 1762	Torch River	CPP 1810	Tway	CPP 1621
La Ronge	CPP 1763	Torch River	CPP 1811	Tway	CPP 1622
La Ronge	CPP 1764	Torch River	CPP 1812	Tway	CPP 1623
La Ronge	CPP 1765	Torch River	CPP 1813	Tway	CPP 1624
La Ronge	CPP 1766	Torch River	CPP 1814	Tway	CPP 1625
La Ronge	CPP 1767	Torch River	CPP 1815	Tway	CPP 1626
La Ronge	CPP 1768	Torch River	CPP 1816	Tway	CPP 1627
La Ronge	CPP 1769	Torch River	CPP 1817	Tway	CPP 1628
La Ronge	CPP 1770	Torch River	CPP 1818	Tway	CPP 1629
La Ronge	CPP 1771	Torch River	CPP 1819	Tway	CPP 1630
La Ronge	CPP 1772	Torch River	CPP 1820	Tway	CPP 1631
La Ronge	CPP 1773	Torch River	CPP 1821	Tway	CPP 1632
La Ronge	CPP 1774	Torch River	CPP 1822	Tway	CPP 1633
La Ronge	CPP 1775	Torch River	CPP 1823	Tway	CPP 1634
La Ronge	CPP 1776	Torch River	CPP 1824	Tway	CPP 1635
La Ronge	CPP 1777	Torch River	CPP 1825	Tway	CPP 1636
La Ronge	CPP 1778	Torch River	CPP 1826	Tway	CPP 1637
La Ronge	CPP 1779	Torch River	CPP 1827	Tway	CPP 1638
La Ronge	CPP 1780	Torch River	CPP 1828	Tway	CPP 1639
La Ronge	CPP 1781	Torch River	CPP 1829	Tway	CPP 1640
La Ronge	CPP 1782	Torch River	CPP 1830	Tway	CPP 1641
La Ronge	CPP 1783	Torch River	CPP 1831	Tway	CPP 1642
La Ronge	CPP 1784	Torch River	CPP 1832	Tway	CPP 1643
La Ronge	CPP 1785	Torch River	CPP 1833	Tway	CPP 1644
La Ronge	CPP 1786	Torch River	CPP 1834	Tway	CPP 1645
La Ronge	CPP 1787	Torch River	CPP 1835	Tway	CPP 1646
La Ronge	CPP 1788	Torch River	CPP 1836	Tway	CPP 1647
La Ronge	CPP 1789	Torch River	CPP 1837	Tway	CPP 1648
La Ronge	CPP 1790	Torch River	CPP 1838	Tway	CPP 1649

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La Ronge	CPP 1791	Torch River	CPP 1839	Tway	CPP 1650
La Ronge	CPP 1792	Torch River	CPP 1840	Tway	CPP 1651
La Ronge	CPP 1793	Torch River	CPP 1841	Tway	CPP 1652
La Ronge	CPP 1794	Torch River	CPP 1842	Tway	CPP 1653
La Ronge	CPP 1795	Torch River	CPP 1843	Tway	CPP 1654
La Ronge	CPP 1796	Torch River	CPP 1844	Tway	CPP 1655
La Ronge	CPP 1797	Torch River	CPP 1845	Tway	CPP 1656
La Ronge	CPP 1798	Torch River	CPP 1846	Tway	CPP 1657
La Ronge	CPP 1799	Torch River	CPP 1847	Tway	CPP 1658
La Ronge	CPP 1800	Torch River	CPP 1848	Tway	CPP 1659
La Ronge	CPP 1801	Torch River	CPP 1849	Tway	CPP 1660
La Ronge	CPP 1802	Torch River	CPP 1850	Tway	CPP 1661
La Ronge	CPP 2036	Torch River	CPP 1851	Tway	CPP 1662
La Ronge	CPP 2037	Torch River	CPP 1852	Tway	CPP 1663
La Ronge	CPP 2038	Torch River	CPP 1853	Tway	CPP 1664
La Ronge	CPP 2039	Torch River	CPP 1854	Tway	CPP 1665
La Ronge	CPP 2040	Torch River	CPP 1855	Tway	CPP 1666
La Ronge	CPP 2041	Torch River	CPP 1856	Tway	CPP 1667
La Ronge	CPP 2042	Torch River	CPP 1857	Tway	CPP 1668
La Ronge	CPP 2043	Torch River	CPP 1858	Tway	CPP 1669
La Ronge	CPP 2044	Torch River	CPP 1859	Tway	CPP 1670
La Ronge	CPP 2045	Torch River	CPP 1860	Tway	CPP 1671
La Ronge	CPP 2046	Torch River	CPP 1861	Tway	CPP 1672
La Ronge	CPP 2047	Torch River	CPP 1862	Tway	CPP 1673
La Ronge	CPP 2048	Torch River	CPP 1863	Tway	CPP 1674
La Ronge	CPP 2049	Torch River	CPP 1864	Tway	CPP 1675
La Ronge	CPP 2050	Torch River	CPP 1865	Tway	CPP 1676
La Ronge	CPP 2051	Torch River	CPP 1866	Tway	CPP 1677
La Ronge	CPP 2052	Torch River	CPP 1867	Tway	CPP 1678
La Ronge	CPP 2053	Torch River	CPP 1868	Tway	CPP 1679
La Ronge	CPP 2054	Torch River	CPP 1869	Tway	CPP 1681
La Ronge	CPP 2055	Torch River	CPP 1870	Tway	CPP 1682
La Ronge	CPP 2056	Torch River	CPP 1871	Tway	CPP 1683
La Ronge	CPP 2057	Torch River	CPP 1872	Tway	CPP 1690
La Ronge	CPP 2058	Torch River	CPP 1873	Tway	CPP 1691
La Ronge	CPP 2059	Torch River	CPP 1874	Tway	CPP 1692
La Ronge	CPP 2061	Torch River	CPP 1875	Tway	CPP 1693
La Ronge	CPP 2062	Torch River	CPP 1876	Tway	CPP 1694
La Ronge	CPP 2063	Torch River	CPP 1877	Tway	CPP 1695
La Ronge	CPP 2064	Torch River	CPP 1878	Tway	CPP 1696
La Ronge	CPP 2065	Torch River	CPP 1879	Tway	CPP 1697
La Ronge	CPP 2066	Torch River	CPP 1880	Tway	CPP 1698

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La Ronge	CPP 2067	Torch River	CPP 1881	Tway	CPP 1699
La Ronge	CPP 2068	Torch River	CPP 1882	Tway	CPP 1700
La Ronge	CPP 2069	Torch River	CPP 1883	Tway	CPP 1701
La Ronge	CPP 2070	Torch River	CPP 1884	Tway	CPP 1702
La Ronge	CPP 2071				
La Ronge	CPP 2072				
La Ronge	CPP 2073				
La Ronge	CPP 2074				
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La Ronge	CPP 2087				
La Ronge	CPP 2088				
La Ronge	CPP 2089				
La Ronge	CPP 2090				
La Ronge	CPP 2091				

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