AGENCY AGREEMENT

September 30, 2010

Corsa Capital Ltd.
625 Howe Street
Suite 1440
Vancouver, BC V6C 2T6

Wilson Creek Energy, LLC
140 West Union Street
Somerset, PA 15501

Dear Sirs:

Corsa Capital Ltd. ("**Corsa**" or the "**Company**"), a company listed on the TSX Venture Exchange (the "**TSXV**"), and Wilson Creek Energy LLC ("**Wilson Creek**") have entered into an agreement in respect of a merger (the "**Merger**") between Wilson Creek and Wilson Creek Mergerco, LLC, a subsidiary of Corsa ("**Merger Sub**"). As a result of the Merger, the holders of securities of Wilson Creek will become shareholders of Corsa which will be listed on the TSXV at the time of the Merger. It is proposed that, in connection with the Merger, the Company will issue up to 154,319,800 subscription receipts (the "**Subscription Receipts**") and which includes 12,541,800 Subscription Receipts being issued in respect of the concurrent exercise by the Agents of the over-allotment option which was granted by the Company in favour of the Agents to increase the size of the Offering by up to an additional 21,266,700. Each Subscription Receipt is convertible into, without the payment of any additional consideration or the taking of any other action on the part of the holder thereof, one common share (a "**Common Share**") in the capital of Corsa following the satisfaction of the Release Conditions (as defined herein). The offering of the Subscription Receipts by the Company is hereinafter referred to as the "**Offering**".

Cormark Securities Inc. ("**Cormark**") and GMP Securities L.P. ("**GMP**"), as co-lead agents, together with Canaccord Genuity Corp. and Haywood Securities Inc. (collectively, the "**Agents**"), are pleased to accept the invitation of the Company to assist them in the Offering.

The size of the Offering is anticipated to be up to $69,443,910. Corsa has applied to list the Common Shares on the TSXV.

It is understood that, subject to the terms hereof, the Agents are offering the Subscription Receipts on a best-efforts basis only and are under no obligation or commitment to purchase any Subscription Receipts. It is further understood that each Agent shall have the right, in its sole discretion, to purchase Subscription Receipts for its own account upon due completion and execution of the appropriate form of Subscription Agreement.

The Company agrees that the Agents will be permitted to appoint other registered dealers (or other dealers duly qualified in their respective jurisdictions) to assist in the Offering of the Subscription Receipts and that the Agents may determine the remuneration payable to such other dealers appointed by them (provided that such remuneration is payable by the Agents from, and not in addition to, the remuneration payable to the Agents pursuant hereto).

In consideration of the services to be rendered by the Agents in connection with the offering of the Subscription Agreements and all other matters in connection with the issue and sale of the

Subscription Receipts, the Company shall pay to the Agents a fee in accordance with the provisions of Section 6.1.

The Company and the Agents agree that all offers and sales of Subscription Receipts to U.S. Persons or Persons within the United States shall be made in accordance with Schedule "C".

The Offering is conditional upon and subject to the additional terms and conditions set forth below.

TERMS AND CONDITIONS

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless otherwise indicated, in this Agreement and the Schedules hereto, in addition to the terms defined above and in Schedule D-1, the following terms shall have the following meanings:

"**1933 Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations thereunder;

"**1934 Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder;

"affiliate" means an entity that is an affiliate of another Person as "affiliate" is interpreted in NI 45-106 (ignoring the differing interpretation of control for purposes of Part 2, Division 4 of that instrument);

"**Agency Fee**" has the meaning given to it in Section 6.1;

"**Agents**" has the meaning given to it in the second paragraph hereof;

"**Agreement**" means this agreement and includes the schedules hereto, as amended or supplemented from time to time;

"**Ancillary Documents**" means all agreements (including the Subscription Agreements and the Subscription Receipt Agreement), certificates (including the certificates representing the Subscription Receipts) and other documents executed and delivered, or to be executed and delivered, by the Company in connection with the transactions contemplated by this Agreement and the Subscription Agreements;

"BCBCA" means the *Business Corporations Act* (British Columbia) as the same has been and may hereafter from time to time be amended;

"**Business Da**y" means a day on which commercial banks are open for business, in the City of Toronto, Ontario;

"**Canadian Jurisdictions**" means each of the provinces and territories of Canada;

"**Canadian Securities Laws**" means all applicable securities Laws in each of Canadian Jurisdictions and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such provinces;

"**Certificate of Merger**" means the certificate of merger to be executed and filed with the Department of State of the State of Delaware in order to give effect to the Merger, which shall

have the effects set forth in Section 18-209 of the Delaware *Limited Liability Company Act*, Section 8959 of the PLLCL and in the Merger Agreement;

"**Claim**" has the meaning ascribed to it in Section 7.1;

"**Closing**" means the completion of the issue and sale by the Company the Subscription Receipts and the purchase by the Purchasers of the Subscription Receipts pursuant to the Subscription Agreements;

"**Closing Date**" means September 30, 2010 or such other date as the Agents and the Company may agree;

"**Co-Lead Agents**" means Cormark and GMP;

"**Common Share**" has the meaning given to it in the first paragraph hereof;

"**Constating Documents**" means, in respect of a body corporate, the articles and the by-laws, or other charter documents, together with any amendments thereto or replacements thereof;

"**Cormark**" means Cormark Securities Inc.;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902 of Regulation S. Without limiting the foregoing, but for greater clarity, such term means, subject to the exclusions from the definition of "directed selling efforts" contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Subscription Receipts or the Common Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Subscription Receipts or the Common Shares;

"**Disclosure Package**" means than the investor presentation of the Company dated August 16, 2010 (as amended), the Subscription Agreements, including the Risk Factors and the term sheet attached as schedules to the Subscription Agreements, and the press releases of the Company dated August 17, 2010 and September 17, 2010;

"**Effective Date**" means the date shown on the Certificate of Merger giving effect to the Merger;

"**Effective Time**" means the time that the Certificate of Merger is accepted for filing by the Department of State of the State of Delaware or at such later date and time as specified in the Certificate of Merger.

"**Escrow**" has the meaning given to it in Section 2.1(b);

"**Escrowed Proceeds**" has the meaning given to it in Section 2.1(b);

"**Filing Statement**" means the TSXV filing statement being prepared by the Company and in respect of the Merger;

"**GAAP**" has the meaning ascribed to it in Section 1.6 hereof;

"**Gross Proceeds**" has the meaning given to it in Section 2.1(b);

"**Indemnified Party**" and "**Indemnified Parties**" have the meanings ascribed thereto in Section 7.1;

"**Indemnifier" and "Indemnifiers**" have the meanings ascribed thereto in Section 7.1;

"**Investment Company Act**" means the United States Investment Company Act of 1940, as amended, and the rules and regulations thereunder.

"**Laws**" means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any governmental authority;

"**Material Adverse Effect (Corsa)**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of Corsa and its subsidiaries, considered as a whole, provided, however, that a Material Adverse Effect (Corsa) shall not include an adverse effect resulting from a change:

(a) which arises out of or in connection with a matter that has been publicly disclosed by Corsa; or

(b) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere,

provided that such change does not primarily relate only to (or have the effect of primarily relating only to) Corsa and its subsidiaries, or disproportionately adversely affect Corsa and its subsidiaries taken as a whole, compared to other companies of similar size operating in the same industry;

"**Material Adverse Effect (Wilson Creek)**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of Wilson Creek and its subsidiaries, considered as a whole, provided, however, that a Material Adverse Effect (Wilson Creek) shall not include an adverse effect resulting from a change:

(c) which arises out of or in connection with a matter that has been publicly disclosed by Wilson Creek; or

(d) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

provided that such change does not primarily relate only to (or have the effect of primarily relating only to) Wilson Creek and its subsidiaries, or disproportionately adversely affect Wilson Creek and its subsidiaries taken as a whole, compared to other companies of similar size operating in the same industry;

"**Merger**" means the merger of Wilson Creek with and into Merger Sub upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the Delaware Limited Liability Company Act and the PLLCL at the Effective Time;

"**Merger Agreement**" means the agreement and plan of merger dated as of August 16, 2010 made by and among the Company, Wilson Creek Holdings, Inc., a Delaware corporation and a wholly owned subsidiary of the Company, Merger Sub, a Delaware limited liability company and a wholly owned subsidiary of Parent, Wilson Creek, a Pennsylvania limited liability company and each of (i) Curt Mears, (ii) Rob Mears, (iii) Stephen Meehan, (iv) Michael M. Svonavec, (v) John J. Svonavec, (vi) Kerry Mears, (vii) Joseph Gallo, (viii) ICS Energy Group LLC, a Pennsylvania limited liability company, (ix) Godin Bros. Inc., a Pennsylvania corporation, (x) Svonavec, Inc., a Pennsylvania corporation;

"**Merger Sub**" has the meaning given to it in the first paragraph hereof;

"**misrepresentation**", "**material fact**", "**material change**" and "**distribution**" have the respective meanings ascribed to them under Canadian Securities Laws;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

"**NI 45-106**" means National Instrument 45-106 - *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;

"**Offering**" means the offering of Subscription Receipts contemplated by this Agreement;

"**Ordinary Course**" has the meaning given to Ordinary Course of Business in Schedule D-1;

"**Parent**" means Wilson Creek Holdings, Inc., a Delaware limited liability company;

"**Person**" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**PLLCL**" means the Pennsylvania Limited Liability Company Law of 1994, as amended;

"**Purchasers**" means the Persons who as purchasers acquire Subscription Receipts by duly completing and executing a Subscription Agreement;

"**Qualified Investments**" means short-term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada or any province or territory of Canada or the Government of the United States of America or a Canadian chartered bank, provided that such obligation is rated at least R1 (low) by Dominion Bond Rating Service Limited or an equivalent rating from another "approved rating organization" as defined in National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators;

"**Regulation D**" means Regulation D as promulgated by the SEC under the 1933 Act;

"**Regulation S**" means Regulation S as promulgated by the SEC under the 1933 Act;

"**Release Conditions**" means the occurrence of each of the following:

(i) the Department of State of the State of Delaware accepting for filing of the Certificate of Merger in respect of the Transaction;

(ii) the receipt of all required shareholder and regulatory approvals required in connection with the Transaction (including the conditional approval of the TSXV for the Transaction and the approval of the shareholders of Corsa to the Transaction);

(iii) the Company shall not be in material breach or default of any of its covenants or obligations under this Agreement, except those breaches or defaults that have been waived by the Co-Lead Agents;

(iv) the Company and the Co-Lead Agents, on its own behalf and on behalf of the other Agents, acting reasonably, having delivered a joint notice to the Escrow Agent confirming that the Merger has been completed in accordance with the terms of the Merger Agreement, subject to payment of the purchase price to the vendors of Wilson Creek; and

(v) the Company and the Co-Lead Agents, on their own behalf and on behalf of the other Agents, acting reasonably, having delivered a joint notice to the Escrow Agent confirming that all the Agents' Release Conditions have been satisfied;

"**Release Deadline**" means 5:00 p.m. (Toronto time) on the date that is 120 days following the Closing Date provided that if such date is not a business day, it shall mean the next Business Day immediately following such date or such earlier date as Wilson Creek or the Company terminate their obligations to complete the Merger pursuant to the Merger Agreement.

"**Release Event**" means the occurrence of the satisfaction of the Release Conditions prior to the Release Deadline;

"**SEC**" means the United States Securities and Exchange Commission;

"**Subscription Agreements**" means the subscription agreements, in the forms agreed upon by the Company and the Agents, pursuant to which Purchasers agree to subscribe for and purchase Subscription Receipts;

"**Subscription Receipt Agent**" means Computershare Trust Company of Canada, as agent under the Subscription Receipt Agreement;

"**Subscription Receipt Indenture**" means the agreement between the Company, Cormark (on its own behalf and on behalf of the Agents) and Computershare Trust Company of Canada, in respect of the creation and issuance of the Subscription Receipts;

"**Subscription Receipt Certificates**" means the certificates representing the Subscription Receipts, countersigned by Computershare Trust Company of Canada, as agent under the Subscription Receipt Agreement;

"**Subscription Receipts**" has the meaning given to it in Section 2.1(a);

"**subsidiary**" means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof or over which the specified body corporate holds more than 50% of the votes for the directors thereof and shall include any body corporate, partnership, joint venture or other person (other than an individual) over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate;

"**Technical Report**" means the report titled "Corsa Capital Ltd., Technical Report on Coal Reserves and Resources, Wilson Creek Energy, LLC, Somerset, Cambria, and Washington Counties, Pennsylvania, Garret County, Maryland, USA" dated September 27, 2010 and prepared by Earthtech, Inc. pursuant to NI 43-101;

"**Time of Closing**" means 9:00 am (Toronto time) on the Closing Date or such other time as the Company and the Agents may agree to close on the Closing Date;

"**Transaction**" means the transactions contemplated under the Merger Agreement;

"**TSXV**" means The TSX Venture Exchange;

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**U.S. Person**" has the meaning ascribed to "U.S. person" in Rule 902 of Regulation S; and

"**U.S. Securities Laws**" means all applicable federal securities legislation in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act, the Investment Company Act and the rules and regulations promulgated thereunder, and any securities Laws of any jurisdiction of the United States.

1.2 Business Days

Where any action or step is to be taken or completed on or by a specified date, and such date is not a Business Day, then such action or step may be taken or completed on the next following Business Day.

1.3 Subdivisions and Headings

The division of this Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph,

clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.

1.4 Statutory References, References to Persons and References to Contracts

(a) In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute, regulation, direction or instrument or other Law is to that statute, regulation, direction or instrument or other Law as now enacted or as the same may from time to time be amended, re-enacted or replaced, and in the case of a reference to a statute, includes any regulations, rules, policies or directions made thereunder.

(b) In this Agreement any reference to a Person includes its heirs, administrators, executors, legal Personal representatives, predecessors, successors and permitted assigns.

(c) In this Agreement references to any contract are to that contract as amended, modified or supplemented from time to time in accordance with its terms.

1.5 Interpretation

In this Agreement words importing the singular number only shall include the plural and vice versa (unless words such as "all", "any one", "a single" etc. are used, or unless a provision is explicitly in respect of only the singular or plural or a specific number is used), words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing Persons shall include all Persons as defined herein. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. The terms "hereof", "hereunder", "herein" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.6 Accounting Principles

Wherever in this Agreement reference is made to a calculation to be made in accordance with generally accepted accounting principles (referred to herein as "**GAAP**"), such reference shall be deemed to be to the generally accepted accounting principles in Canada applied on a consistent basis throughout the periods involved.

1.7 Knowledge

When any representation or warranty contained in this Agreement is expressly qualified in some manner by reference to the knowledge of a Person, it shall be deemed to the extent appropriate refer to the actual knowledge of any of the executive officers and directors of such Person after proper inquiry.

1.8 Date for Action

If the date on which any action is required to be taken hereunder by a party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. In this Agreement, references from or through any date mean, unless otherwise specified, from and including that date and/or through and including that date, respectively.

1.9 Plural and Gender

Whenever used in this Agreement, words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and neuter.

1.10 Currency

Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "C$", are expressed in lawful money of Canada. References to dollar amounts using "US$" are to amounts in lawful money of the United States.

1.11 Schedules

The following schedules are attached to this Agreement and are deemed to be a part of and incorporated in this Agreement:

Schedule	Title
A	Term Sheet
B	Corporate Structure
C	US Offering Restrictions
D-1	Definitions
D-2	Additional Representations and Warranties of Corsa
D-3	Additional Representations and Warranties of Wilson Creek

ARTICLE 2
THE OFFERING

2.1 Subscription Receipts

(a) The securities offered will be subscription receipts issued by the Company, each of which will entitle the holder to receive, without payment of any further consideration, one (1) Common Share automatically upon the Release Event (the "**Subscription Receipts**").

(b) The gross proceeds from the sale of the Subscription Receipts (the "**Gross Proceeds**") will be deposited into escrow ("**Escrow**") with the Subscription Receipt Agent pursuant to the Subscription Receipt Agreement. Funds held in the Escrow will be invested in Qualified Investments or as determined by the Company and the Co-Lead Agents. The Gross Proceeds and any interest thereon (together, the "**Escrowed Proceeds**") will be released from the Escrow upon the Release Event as follows:

(i) an amount representing the Agency Fee payable in respect of Subscription Receipts sold in the Offering and the Agents' expenses payable by Corsa under the terms of this Agreement, plus any interest accrued and actually earned thereon, to Cormark, on its own behalf and on behalf of the Agents; and

(ii) an amount representing the balance of the Escrowed Proceeds, to the Company,

in each case subject to the terms of the Subscription Receipt Agreement.

(c) In the event that the Release Event does not occur, the Company shall forthwith deliver a notice thereof to each of the Subscription Receipt holders and the Subscription Receipt Agent. The Subscription Receipt Agent shall return to each such holder the aggregate subscription amount for their Subscription Receipts, plus a pro rata share of interest actually earned thereon, less applicable withholding taxes, if any.

2.2 Obligations of the Agents

(a) The Agents covenant with the Company that they will:

(i) obtain from each Purchaser an appropriate, fully completed, initialled and executed Subscription Agreement applicable to such Purchaser; and

(ii) ensure that any selling agent appointed by the Agents in connection with sales of Subscription Receipts agrees with the Agents to comply with the covenants and obligations of the Agents contained herein.

(b) The Agents shall offer the Subscription Receipts for sale in the Canadian Jurisdictions in compliance with all applicable Canadian Securities Laws and only to such Purchasers and in such manner to reasonably ensure that, pursuant to the provisions of applicable Canadian Securities Laws, no prospectus (as such term is defined in Canadian Securities Laws) registration statement or other similar document need be filed or delivered in connection therewith.

(c) The Agents shall offer the Subscription Receipts for sale in the United States through their respective U.S. registered broker-dealer affiliates pursuant to exemptions from the registration requirements of the 1933 Act and all applicable state securities Laws and in accordance with Schedule "C".

2.3 Obligations of the Company and Wilson Creek

(a) The Company undertakes to file or cause to be filed, on a timely basis and within the time periods stipulated by Canadian Securities Laws, all forms, undertakings and other documents required to be filed by the Company under Canadian Securities Laws in connection with the purchase and sale of the Subscription Receipts so that the distribution of the Subscription Receipts and the Common Shares may lawfully occur without the necessity of filing a prospectus, registration statement, offering memorandum or similar document in Canada. All fees payable in connection with such filings shall be at the sole expense of the Company.

(b) The Company undertakes to file or cause to be filed, on a timely basis and within the time periods stipulated by U.S. Securities Laws, all forms, undertakings and other documents required to be filed by the Company under U.S. Securities Laws in connection with the purchase and sale of the Subscription Receipts so that the distribution of the Subscription Receipts and the Common Shares may lawfully occur without the necessity of filing a prospectus, registration statement, offering memorandum or similar document in the United States. All fees payable in connection with such filings shall be at the sole expense of the Company.

(c) The Company further agrees to comply with all Canadian Securities Laws and applicable stock exchange requirements (including those of the TSXV) in connection with the distribution of the Subscription Receipts and the Common Shares.

(d) Subject to compliance with applicable Laws, any press release or announcement of the Company relating to the Offering will be provided in advance to the Agents. The Company will agree to the form and content thereof with the Agents prior to the release thereof. In order to comply with U.S. Securities Laws, no press release will be issued by the Company or any of its subsidiaries concerning the Offering from the date hereof, and any press release issued concerning the Offering shall include the following:

> **"Not for distribution to U.S. news wire services or dissemination in the United States."**
>
> "This press release/announcement does not constitute or form part of any offer or solicitation to purchase or subscribe for securities in the United States. The securities referred to herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States absent registration, or an exemption from registration, under the Securities Act. There will be no public offering of the securities in the United States."

(e) The Company shall not (i) provide to prospective Purchasers of the Subscription Receipts any document or other material that would constitute an offering memorandum or future-oriented financial information within the meaning of

Canadian Securities Laws or U.S. Securities Laws, other than the Disclosure Package; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Subscription Receipts, including causing the sale of the Subscription Receipts to be advertised in any United States newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Subscription Receipts whose attendees have been invited by general solicitation or advertising.

(f) The Company and Wilson Creek hereby covenants to and in favour of the Agents and the Purchasers, and acknowledges that each of them is relying on such covenants, as follows:

(i) the Company and Wilson Creek shall allow the Agents and their representatives the opportunity to conduct all due diligence which the Agents may reasonably require to be conducted prior to the Closing Date in order to fulfil their obligations as underwriters under Canadian Securities Laws or as they determine is advisable to protect their reputation and the investment of Purchasers in the Offering;

(ii) the Company shall deliver to the Agents copies of all correspondence and other written communications between the Company, on the one hand and any United States or Canadian securities regulatory authority or other Governmental Authority (including the TSXV), on the other hand, relating to the offering of Subscription Receipts and will generally keep the Agents apprised of the status of, including all developments relating to, the Offering and satisfaction of the Release Conditions;

(iii) the Company shall duly execute and deliver the Subscription Agreements, the Subscription Receipt Agreement and the Subscription Receipt Certificates at the Time of Closing, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;

(iv) the Company shall ensure that the Subscription Receipts shall be duly and validly authorized and issued and have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;

(v) the Company shall use its commercially reasonable best efforts to fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions set out in Section 4.1;

(vi) the Company and Wilson Creek shall comply with and satisfy all terms, conditions and covenants in the Merger Agreement;

(vii) the Company shall ensure that the Common Shares shall be duly issued as fully paid and non-assessable shares and that at all times prior to the expiry thereof, sufficient Common Shares are allotted and reserved for issuance upon the automatic exercise of the Subscription Receipts; and

(viii) the Company and Wilson Creek shall use its best efforts to satisfy the Release Conditions prior to the Release Deadline, including by seeking any extensions or waivers necessary to keep the Merger Agreement in full force and effect until the Release Deadline.

(g) The Company covenants to and in favour of the Agents and the Purchasers to enforce its rights against Wilson Creek and the members of Wilson Creek under the Merger Agreement.

2.4 Ordinary Course and Material Changes

(a) At all times prior to satisfaction of the Release Conditions and the issuance of all Common Shares contemplated herein, the Company shall at all times continue to operate its business in the Ordinary Course, in compliance with all applicable Laws and shall notify the Agents of any material changes or changes in material facts as regards the Company and its subsidiaries and its business and assets; and

(b) At all times prior to satisfaction of the Release Conditions and the issuance of all Common Shares contemplated herein, Wilson Creek shall at all times continue to operate its business in the Ordinary Course, in compliance with all applicable Laws and shall notify the Agents of any material changes or changes in material facts as regards Wilson Creek and its subsidiaries and its business and assets.

2.5 Use of Proceeds

The proceeds from the Offering shall be used by the Company as set out in the Disclosure Package.

2.6 Restriction on Share Issuances

The Company will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible or exchangeable into Common Shares, other than pursuant to (i) the Offering; (ii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date; (iii) the issue of Common Shares upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; or (iv) issuable in connection with the Merger, for a period commencing on the signing of this letter agreement and ending 120 days from the closing of the Merger, without the prior written consent of Cormark, such consent not to be unreasonably withheld (the "**Black-Out Period**").

2.7 Rejection of Subscribers

The Company shall have the right to reject any subscription for Subscription Receipts acting reasonably, including if in certain circumstances, the purchaser is a U.S. Person and the acceptance of such subscription would result in the number of shares of the Company held by U.S. Persons exceeding the thresholds determined by the Company in maintaining its status as a "foreign private issuer" in the United States.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company

The Company represents and warrants to, and covenants with, the Agents and the Purchasers, and acknowledges that each of them is relying upon such representations and warranties and covenants in entering into this Agreement, as set out in Schedule D-3 and as follows:

(a) Valid Allotment and Issue of Subscription Receipts. Upon receipt of the total subscription price for the Subscription Receipts by the Company, the Subscription Receipts will be duly and validly created, authorized, allotted and issued as fully paid and non-assessable, in compliance with all applicable Laws.

(b) Valid Allotment and Issue of Common Shares. Upon automatic exercise of the Subscription Receipts, the Common Shares issued by the Company will be duly and validly created, authorized, allotted and issued as fully paid and non-assessable, in compliance with all applicable Laws.

(c) Post-Closing Capital Stock. After giving pro forma effect to the transactions contemplated by this Agreement, the capital stock of the Company shall be as set forth in the Disclosure Package. All of the issued Common Shares shall be duly and validly issued in compliance with applicable securities Laws and will be outstanding as fully paid and non-assessable shares in the capital of the Company.

(d) Other US Matters.

(i) Corsa is not, and as a result of the sale of Subscription Receipts and of the Merger will not be, required to register as an "investment company" pursuant to the provisions of the Investment Company Act; and

(ii) Corsa is, and will be at the time it issues the Common Shares on conversion of the Subscription Receipts, a "foreign private issuer" as that term is defined in Rule 405 under the 1933 Act and Rule 3b-4 under the 1934 Act, and is (and will be at such time) a company exempt from the reporting requirements of the 1934 Act pursuant to Rule 12g3-2(b) thereunder.

3.2 Representations and Warranties of Wilson Creek

Wilson Creek hereby represents and warrants to the Agents and the Purchasers, and acknowledge that the Agents and the Purchasers are relying upon these representations and warranties in connection with the entering into of this Agreement, as set out in Schedule D-2.

3.3 Survival of Representations and Warranties

All representations and warranties herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the issuance and sale of the Subscription Receipts and the issuance of the Common Shares for a period of 2 years from the closing of the Merger and continue in full force and effect for the benefit of the Agents and the Purchasers and shall not be limited or prejudiced by any investigation made by or on behalf of the Agents in connection with the issuance and sale of the Subscription Receipts.

ARTICLE 4
CLOSING

4.1 Conditions to Closing

The following are conditions of the Agents' obligations to complete the Offering and close the transactions contemplated herein and the Purchasers to purchase Subscription Receipts, which conditions the Company and Wilson Creek covenant, subject to Section 2.3, to exercise their commercially reasonable efforts to fulfill at or prior to the Time of Closing, and which conditions may be waived in writing in whole or in part by the Agents:

(a) the Company shall have made and/or obtained the necessary filings, approvals, consents and acceptances under applicable Canadian Securities Laws required to be made or obtained by the Company in connection with the offering of Subscription Receipts, on terms which are acceptable to the Agents, acting reasonably;

(b) the Technical Report shall have been delivered in final form to the Agents and the mineral resource estimates therein shall not be less than that disclosed in the Disclosure Package;

(c) each of the directors and officers of the Company and Wilson Creek shall have agreed, in a lock-up agreement in the form attached hereto in Schedule “B”, that during the Black-Out Period, each will not, directly or indirectly, offer, sell, or otherwise dispose of any Common Shares, subject to certain exceptions, including in respect of sales to affiliates of such director or officer, or a result of the death of any such director or officer and other than the shares to be issued to the Selling Members that are not otherwise subject to the terms of the lock-up agreements contemplated in the Merger Agreement.

(d) the Company and Wilson Creek shall have duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Time of Closing;

(e) the representations and warranties of the Company and Wilson Creek contained in this Agreement shall be true and correct in all material respects as of the Time of Closing with the same force and effect as if made at and as of the Time of Closing after giving effect to the transactions contemplated by this Agreement;

(f) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company or Wilson Creek having been issued by any regulatory authority and is continuing in effect (other than the trading halt on the TSXV in respect of the Company) and no proceedings for that purpose having been instituted or are pending or, to the knowledge of the applicable entity, contemplated or threatened by any regulatory authority;

(g) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer of the Company, or such other officers of the Company as the Agents may agree, certifying for and on behalf of the Company, to the best of their knowledge, information and belief, that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (other than the trading halt on the TSXV in respect of the Company) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;

(ii) there has been no Material Adverse Effect (Corsa);

(iii) since the date hereof, no material change relating to the Company and its subsidiaries on a consolidated basis, except for the Offering, has occurred that has not been disclosed to the Agents;

(iv) the Company has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Time of Closing; and

(v) the representations, warranties and covenants of the Company contained in this Agreement are true and correct in all material respects as of the Time of Closing with the same force and effect as if made at and as of the Time of Closing after giving effect to the transactions contemplated by this Agreement;

(h) the Agents shall have received a certificate, dated as of the Closing Date, signed by two officers of Wilson Creek, certifying for and on behalf of Wilson Creek, to the best of his knowledge, information and belief, that:

(i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Wilson Creek has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;

(ii) there has been no Material Adverse Effect (Wilson Creek);

(iii) other than in connection with the Merger, no transaction has been entered into by Wilson Creek or any of its subsidiaries which is or would be material to Wilson Creek;

(iv) since the date hereof, no material change relating to Wilson Creek and its subsidiaries on a consolidated basis, except for the Offering and the Merger, has occurred for which the requisite material change report has not been filed on a non-confidential basis;

(v) Wilson Creek has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Time of Closing; and

(vi) the representations, warranties and covenants of Wilson Creek contained in this Agreement are true and correct in all material respects as of the Time of Closing with the same force and effect as if made at and as of the Time of Closing after giving effect to the transactions contemplated by this Agreement;

(i) the Agents shall have received at the Time of Closing certificates dated the Closing Date, signed by appropriate officers of the Company addressed to the Agents and their counsel, with respect to the articles and notice of by-laws of the Company, all resolutions of the Company's board of directors relating to the Offering, the Merger, this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby (as applicable), the incumbency and specimen signatures of signing officers, and such other matters as the Agents may reasonably request;

(j) the Agents shall have received at the Time of Closing certificates dated the Closing Date, signed by appropriate officers of Parent addressed to the Agents and their counsel, with respect to the articles and notice of by-laws of Parent, all resolutions of Parent's board of directors relating to the Offering, the Merger, this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby (as applicable), the incumbency and specimen signatures of signing officers, and such other matters as the Agents may reasonably request;

(k) the Agents shall have received at the Time of Closing certificates dated the Closing Date, signed by sole manager of Merger Sub addressed to the Agents and their counsel, with respect to the constating documents of Merger Sub, all resolutions of Merger Sub's board of directors relating to the Offering, the

Merger, this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby (as applicable), the incumbency and specimen signatures of signing officers, and such other matters as the Agents may reasonably request;

(l) the Agents shall have received at the Time of Closing certificates dated the Closing Date, signed by appropriate officers of Wilson Creek addressed to the Agents and their counsel, with respect to the constating documents of Wilson Creek, all resolutions of Wilson Creek's board of directors relating to the Offering and this Agreement and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers, and such other matters as the Agents may reasonably request;

(m) the Agents shall have received favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel acting reasonably, dated the Closing Date, from the Company's Canadian counsel and where appropriate, counsel in other jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company, with respect to the following matters:

(i) as to the incorporation and existence of the Company under the Laws of the province of British Columbia and as to the corporate power of the Company to carry out its obligations under this Agreement and the Ancillary Documents and to issue the Subscription Receipts;

(ii) as to the authorized capital of the Company and as to the issued and outstanding shares of the Company;

(iii) the Company has all requisite corporate power and authority under the Laws of the Province of British Columbia to carry on its business as currently conducted and contemplated to be conducted and to own and lease its properties and assets;

(iv) the Company has all requisite corporate power and authority under the Laws of the Province of British Columbia to execute, deliver and perform its obligations under each document to be entered into in connection with the Transaction and specified in the Merger Agreement and to issue the Common Shares pursuant to the Merger Agreement;

(v) none of the execution and delivery of this Agreement and the Ancillary Documents, the performance by the Company of its obligations hereunder and thereunder, or the sale or issuance of the Subscription Receipts, will conflict with or result in any breach of the articles or by-laws of the Company, any resolutions of the directors or shareholders of the Company, any Laws applicable to the Company or any judgment, order, decree, of which counsel is aware, of any Governmental Authority;

(vi) the execution and delivery of the Documents (as defined in the Merger Agreement) and the performance of Corsa's obligations thereunder, and the offering and issuance of the Common Shares specified in the Merger Agreement not conflicting with or resulting in a breach of (i) any of the terms, conditions or provisions of the constating documents of Corsa, (ii) any of the resolutions of the directors or shareholders of Corsa, (iii) any applicable Canadian Legal Requirement (as defined in Schedule D-1), (iv) any judgment, order, or decree, of which counsel is aware of any governmental body; or (v) any of the terms, provisions or conditions of any agreement, indenture, instrument or other document to which Corsa is a party of which counsel is aware;

(vii) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any governmental agency or authority, court, tribunal or other similar entity is required at this time in connection with the execution, delivery and performance of the Documents (as defined in the Merger Agreement) and the performance of Corsa's obligations thereunder, and the offering and issuance of the Common Shares specified in the Merger Agreement, other than the TSXV, compliance with the applicable securities laws of Canada and the regulatory relief sought in respect of the Filing Statement (as defined in the Merger Agreement);

(viii) each of this Agreement, the Merger Agreement, the Subscription Agreements (that are governed by the laws of Ontario) and the Ancillary Documents having been duly authorized, executed and delivered by the Company, and constituting a valid and legally binding obligation of the Company enforceable against it in accordance with its terms, subject to customary qualifications, including that enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar Laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable Law;

(ix) the Subscription Receipts have been duly and validly issued as fully paid, and upon issuance of the Common Shares upon exercise of the Subscription Receipts, such Common shares will be duly and validly issued as fully paid and non-assessable;

(x) the issuance and sale by the Company of the Subscription Receipts to the Purchasers are exempt from the prospectus requirements of Canadian Securities Laws and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken or approvals, permits, consents or authorizations obtained under the Canadian Securities Laws to permit such issuance and sale;

(xi) the issuance of the Common Shares upon exercise of the Subscription Receipts to the Purchasers is exempt from the prospectus requirements of Canadian Securities Laws and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken or approvals, permits, consents or authorizations obtained under the Canadian Securities Laws to permit such issuance and sale;

(xii) the first trade of the Common Shares in Canada;

(xiii) the form of certificates evidencing the Common Shares has been approved by the directors of Corsa and conform with the provisions of the BCBCA and the articles and by-laws of Corsa; and

(xiv) Computershare Investor Services Inc. at its principal office in the City of Vancouver has been duly appointed as the transfer agent and registrar for the Common Shares;

(n) the Agents shall have received favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel acting reasonably, dated the Closing Date, from the Company's special counsel for United States tax and securities laws and Delaware corporate law matters and where appropriate, counsel in other jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company, with respect to the following matters:

(i) the issuance and sale by the Company of the Subscription Receipts to the Purchasers is not required to be registered under U.S. Securities Laws;

(ii) the execution and delivery of the Documents (as defined in the Merger Agreement) and the performance of Corsa's obligations thereunder, and the issuance, sale and delivery of the Common Shares pursuant to the terms of the Merger Agreement do not conflict with any U.S. federal securities Legal Requirement (as defined in the Merger Agreement);

(iii) the issuance of Common Shares upon exercise of the Subscription Receipts to the Purchasers is not required to be registered under U.S. Securities Laws;

(iv) the Company is not an "investment company" registered or required to be registered under the Investment Company Act;

(v) the completion of the Offering and the Merger should not result in the Company being treated as a "domestic corporation" under the "anti-inversion" rules of Section 7874 of the *Internal Revenue Code of 1986*, as amended;

(vi) the valid corporate existence of Wilson Creek Holdings, Inc.;

(vii) the corporate power of Wilson Creek Holdings, Inc. under the Delaware General Corporate Law to own all of the issued and outstanding shares of Wilson Creek Mergerco, LLC;

(viii) the corporate power and authority of Wilson Creek Holdings, Inc., to execute, deliver and perform its obligations under each document to be entered into in connection with the transactions specified in the Merger Agreement;

(ix) the valid corporate existence of Wilson Creek Mergerco, LLC;

(x) the corporate power and authority of Wilson Creek Mergerco, LLC, to execute, deliver and perform its obligations under each document to be entered into in connection with the transactions specified in the Merger Agreement;

(xi) the authorized and issued capital of Wilson Creek Mergerco, LLC, the valid issuance thereof and based on the attached certificate, the registered holders thereof;

(xii) the authorized and issued capital of Wilson Creek Holdings, Inc., the valid issuance thereof and based on the attached certificate, the registered holders thereof;

(xiii) the due authorization, execution and delivery by Wilson Creek Holdings, Inc., of the Documents (as defined in the Merger Agreement);

(xiv) the due authorization, execution and delivery by Wilson Creek Mergerco, LLC, of the Documents (as defined in the Merger Agreement);

(xv) the Documents (as defined in the Merger Agreement) do not conflict with or result in a breach of (i) any of the terms, conditions or provisions of the Corporate Bylaws and the certificate of formation of Wilson Creek Holdings, Inc., (ii) the Delaware General Corporate Law; (iii) any judgment, order, or decree, of which any members of U.S. counsel who worked on the Transaction (as defined in the Merger Agreement) is aware of any governmental body, or (iv) of any agreement, indenture or contract that is not a Document and that has been delivered to any member of US counsel who worked on the Transaction (as defined in the Merger Agreement);

(xvi) the Documents (as defined in the Merger Agreement) do not conflict with or result in a breach of (i) any of the terms, conditions or provisions of the company LLC agreement and the certificate of formation of Wilson Creek Mergerco, LLC, (ii) the DLLCA (as defined in the Merger Agreement); (iii) any judgment, order, or decree, of which any members of U.S. counsel who worked on the Transaction is aware of any Governmental Body, or (iv) of any agreement, indenture or contract that is not a

Document (as defined in the Merger Agreement) and that has been delivered to any member of US counsel who worked on the Transaction (as defined in the Merger Agreement);

(xvii) each of the Subscription Agreements that are governed by the laws of New York constituting a valid and legally binding obligation of the Company enforceable against it in accordance with its terms, subject to customary qualifications, including that enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar Laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable Law;

(o) the Agents shall have received favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel acting reasonably, dated the Closing Date, from the Company's Pennsylvania counsel, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company, with respect to the following matters:

(i) assuming the due authorization, execution and delivery by Corsa of the Documents (as defined in the Merger Agreement), each such agreement constitutes a valid and legally binding obligation of Corsa enforceable against it in accordance with its terms; subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium, and other similar laws affecting the rights and remedies of creditors, and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity).

(ii) the corporate power of Wilson Creek Holdings, Inc., to carry on its business as currently conducted under the laws of the Commonwealth of Pennsylvania and to own and lease its property and assets;

(iii) the due authorization, execution and delivery by Wilson Creek Holdings, Inc., of the Documents (as defined in the Merger Agreement) and that each Document (as defined in the Merger Agreement) constitutes a valid and legally binding obligation of Wilson Creek Holdings, Inc., enforceable against it in accordance with its terms; subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium, and other similar laws affecting the rights and remedies of creditors, and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity);

(iv) the due authorization, execution and delivery by Wilson Creek Mergerco, LLC, of the Documents (as defined in the Merger Agreement) and that each Document (as defined in the Merger Agreement) constitutes a valid

and legally binding obligation of Wilson Creek Mergerco, LLC, enforceable against it in accordance with its terms; subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium, and other similar laws affecting the rights and remedies of creditors, and to the exercise of judicial discretion in accordance with general principles of equity) (whether applied by a court of law or equity); and

(v) no authorization, consent, permit or approval of, or other action by, or filing with or notice to, any government agency or authority, court or tribunal or other similar entity is required in connection with the execution or the performance by Wilson Creek of the terms of the Merger Agreement, other than as disclosed in the Merger Agreement, matters relating to mining authorisations or as have been obtained;

(p) the Agents shall have received favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel acting reasonably, dated the Closing Date, from Wilson Creek's counsel (or counsel to the Company) and where appropriate, counsel in other jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of Wilson Creek, with respect to the following matters:

(i) as to the formation and existence of Wilson Creek and as to the corporate power of Wilson Creek to carry out its obligations under this Agreement;

(ii) as to the authorized capital of Wilson Creek and as to the issued and outstanding securities of Wilson Creek;

(iii) Wilson Creek has all requisite corporate power and authority to carry on its business as currently conducted and to own and lease its properties and assets;

(iv) neither the execution and delivery of this Agreement, nor the performance by Wilson Creek of its obligations hereunder, will conflict with or result in any breach of the constating documents of Wilson Creek, any resolutions of the directors or members of Wilson Creek, any Laws applicable to Wilson Creek or any judgment, order, decree, of which counsel is aware, of any Governmental Authority;

(v) neither the execution and delivery of the Merger Agreement, nor the performance by Wilson Creek of its obligations thereunder, will conflict with or result in any breach of the constating documents of Wilson Creek, any resolutions of the directors or members of Wilson Creek, any Laws applicable to Wilson Creek or any judgment, order, decree, of which counsel is aware, of any Governmental Authority;

(vi) each of this Agreement and the Merger Agreement having been duly authorized, executed and delivered by Wilson Creek, and each constituting a valid and legally binding obligation of Wilson Creek enforceable against it in accordance with its terms, subject to customary qualifications, including that enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar Laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity and contribution may be limited by applicable Law; and

(q) the Agents shall have received certificates of status or similar certificates with respect to the jurisdiction in which the Company, Parent, Merger Sub and Wilson Creek are incorporated;

(r) the Agents shall, in their sole discretion, be satisfied with the results of the due diligence review of the Company, Wilson Creek and their respective subsidiaries, and of the Merger (including the assets to be transferred to Wilson Creek in connection with, or as a condition to, the Merger), conducted by them or on their behalf;

(s) the Subscription Agreements shall have been executed and delivered by the Company in form and substance satisfactory to the Agents and their counsel, acting reasonably;

(t) the Subscription Receipt Agreement shall have been executed and delivered by the Subscription Receipt Agent and the Company in form and substance satisfactory to the Agents and their counsel, acting reasonably;

(u) the Agents shall have received such further certificates, opinions and other documentation from the Company and Wilson Creek, and the Company and Wilson Creek shall have satisfied such other conditions, as the Agents and their counsel may reasonably request.

4.2 Location of Closing

The purchase and sale of the Subscription Receipts shall be completed at the Time of Closing at the Toronto offices of Borden Ladner Gervais LLP, counsel to the Company, or at such other place as the Agents and the Company may agree upon in writing.

4.3 Payment and Certificates

At the Time of Closing, subject to the terms and conditions contained in this Agency Agreement, the Company shall deliver to the Agents certificates representing the Subscription Receipts against payment of the Gross Proceeds by wire transfer on the Closing Date payable to the Subscription Receipt Agent. Certificates representing the Subscription Receipts shall be registered in such names as the Agents may request at least 24 hours prior to the Time of Closing.

ARTICLE 5
RIGHTS OF TERMINATION

5.1 All Terms Are Conditions

The Company and Wilson Creek agree that all terms and conditions in this Agreement to be fulfilled at or prior to the Time of Closing shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by it, that it will use its best efforts to cause such conditions to be complied with, and any breach or failure by the Company or Wilson Creek to comply with any of such conditions shall entitle each of the Agents, at its option, to terminate its obligations under this Agreement (and the obligations of any Purchasers arranged by them to purchase Subscription Receipts whether or not they have executed Subscription Agreements) by notice to that effect given to the Company at or prior to the Time of Closing. The Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions of this Agreement without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agents only if the same is in writing.

5.2 Other Rights of Termination

In addition to any other remedies which may be available to the Agents in respect of any default, act or failure to act, or non-compliance with the terms of this Agreement by the Company or Wilson Creek, each of the Agents shall be entitled, at its option, to terminate and cancel, without any Liability on the part of such Agent(s), its obligations under this Agreement (and the obligations of any Purchasers arranged by them to purchase Subscription Receipts whether or not they have executed Subscription Agreements) by giving written notice to the Company at any time at or prior to the Time of Closing on the Closing Date:

(a) if any enquiry, action, suit, investigation or other proceeding whether formal or informal is instituted or threatened or any order or ruling is made by any federal, provincial or other governmental authority or any securities regulatory authority in relation to the Company, Wilson Creek or its subsidiaries or any directors or officers thereof which, in the opinion of the Agents, operates to prevent or cease, restrict or suspend the distribution or trading of the Subscription Receipts or the Common Shares or which materially and adversely affects the market price or value of any such securities;

(b) in the event that prior to the Time of Closing there should develop, occur or come into effect any occurrence or incident of national or international consequence or any event, action, condition, Law, governmental regulation, inquiry, major financial occurrence or incident or any other occurrence or incident of a similar nature which, in the reasonable opinion of the Agents, seriously adversely affects or could be expected to seriously adversely affect the national or international financial markets, the market value of the Subscription Receipts, or the Common Shares, or the operations or affairs of the Company or its subsidiaries;

(c) in the event that prior to the Time of Closing, there should occur any material adverse change in relation to the Company or its subsidiaries, or if there should, whether as a result of the Agents' continuing due diligence or otherwise, be discovered any previously undisclosed material fact of an adverse nature or if there should occur an adverse change in any material fact which, in the reasonable opinion of the Agents, has or could reasonably be expected to have a materially adverse effect on the market price or value or marketability of the Subscription Receipts or the Common Shares;

(d) in the event that prior to the Time of Closing, the Agents determine, in their sole discretion, that the Subscription Receipts cannot be profitably marketed given the state of the financial markets in Canada or the United States, or the state of the market for commodities;

(e) in the event that prior to the Time of Closing the Company is in breach of any material term of this Agreement or any Ancillary Document or the Agents determine that any of the representations or warranties made by the Company in this Agreement or in any Ancillary Document delivered by the Company in connection with the offering of Subscription Receipts is false or has become false in any material respect; and

(f) in the event that the Agents are not satisfied with the results of the due diligence review of the Company, Wilson Creek or their respective subsidiaries, or of the Merger (including the assets to be transferred to Wilson Creek in connection with, or as a condition to, the Merger), conducted by them or on their behalf.

In the event of any such termination, there shall be no further Liability on the part of the Agents to the Company or Wilson Creek, or on the part of the Company or Wilson to the Agents, except in respect of any Liability which may have arisen or arises after such termination under Section 6.2, Section 7.1 or Section 7.2.

ARTICLE 6
EXPENSES AND FEES

6.1 Agency Fee

In consideration of the services to be rendered by the Agents in connection with the Offering:

(a) **Cash Agency Fee**: the Company shall pay to the Agents, a cash fee equal to 5.0% of the gross proceeds realized by the Company in respect of the sale of the Subscription Receipts in the Offering for which it is entitled to the proceeds, provided that in respect of a specified subscriber, the fee shall be either 0% or 2.5% on specified portions, as determined by Corsa and the Co-Lead Agents, of the gross proceeds realized by the Company from that subscriber (the "**Agency Fee**").

(b) **Broker Warrants**: as additional compensation, the Agents will be issued compensation options ("**Compensation Options**") to acquire broker warrants (the "**Broker Warrants**") exercisable to acquire that number of shares of the Company as is equal to 5.0% of the aggregate number of Subscription Receipts issued pursuant to the Offering provided that in respect of a specified subscriber, the fee shall be 2.5% of a specified portion, as determined by Corsa and the Co-Lead Agents, of the aggregate number of Subscription Receipts issued to that subscriber, with no Broker Warrants on the balance of such subscription. Each Broker Warrant shall entitle the holder thereof to acquire one share of the Company at $0.50 per share for a period of 24 months following closing of the Transaction.

The Agency Fee shall be payable on release of the Gross Proceeds from Escrow. The Compensation Options shall be issued to the Agents at the closing of the Offering.

In addition, upon release of the Gross Proceeds from Escrow, Cormark shall be paid a transaction fee of C$450,000 to be satisfied, subject to regulatory approval, by the issuance of 1,000,000 Common Shares, or failing receipt of such by approval, in cash.

6.2 Expenses

The Company will pay all of their expenses and fees in connection with the Offering, including:

(a) all expenses of or incidental to the creation, issue, sale, distribution and qualification of the Subscription Receipts;

(b) the fees and expenses of the Company's legal counsel;

(c) all costs incurred in connection with the preparation of documentation relating to the Merger.

In addition, the Company shall reimburse the Agents for reasonable fees and disbursements of the Agents' legal counsel, and all reasonable "out-of-pocket" expenses of the Agents, subject to a maximum of $100,000 in respect of the fees of the Agents' legal counsel, exclusive of disbursements and any taxes, being borne by the Company. All fees and expenses payable by the Company in accordance with this Agreement shall be payable whether or not the Offering is completed; provided that if the Offering is not completed by the Closing Date solely as a result of the Agents inability to obtain subscriptions for the Subscription Receipts, the Company shall not be under any obligation to pay for the Agents' expenses set out in the foregoing sentence. If the Offering is completed, the portion of the Agents' expenses for which the Company is responsible shall be paid upon release of the Gross Proceeds from Escrow in accordance with the Subscription Receipt Agreement.

ARTICLE 7
INDEMNITY AND CONTRIBUTION

7.1 Indemnification

(a) The Company and Wilson Creek (each severally) (collectively, the "**Indemnifiers**" and individually an "**Indemnifier**") agree to indemnify and save harmless each of the Agents and their respective shareholders, directors, officers, employees, counsel, partners, affiliates and agents, and the Purchasers (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against all Liabilities, claims, actions, suits, proceedings, losses (other than loss of profits), costs, damages and expenses (including legal expenses) in any way caused by, or arising directly or indirectly from, or in consequence of:

(A) any misrepresentation or alleged misrepresentation contained herein or otherwise made by the Company or Wilson Creek in connection with the issuance and sale of the Subscription Receipts or the issuance of the Common Shares or contained in the Disclosure Package;

(B) any information or statement contained in any Ancillary Documents of the Company or Wilson Creek delivered pursuant to this Agreement which (at the time and in light of the circumstances under which it was made) contains or is alleged to contain a misrepresentation or to be materially false;

(C) any order made or enquiry, investigation or proceedings commenced or threatened by any securities regulatory authority or other Governmental Authority based upon any untrue statement or omission or alleged untrue statement or alleged omission or any misrepresentation or alleged misrepresentation in this Agreement, any Ancillary Document or the Disclosure Package or based upon any failure to comply with Canadian Securities Laws (other than any failure or alleged failure to comply by the Agents) which prevents or restricts the trading in or the sale or distribution of the Subscription Receipts or the Common Shares or prevents or restricts the Merger from being completed;

(D) the non-compliance or alleged (by any applicable regulatory or governmental body) non-compliance by the Company or Wilson Creek with any applicable Laws, regulatory requirements or stock exchange rules or policies in connection with the transactions herein contemplated; and

(E) any breach of any representation or warranty of the Company or Wilson Creek contained herein or in any Ancillary Document or

the failure of the Company or Wilson Creek to comply with any of its respective covenants or other obligations hereunder or in any Ancillary Document in any respect;

(b) With respect to this Section 7.1, each of the Indemnifiers acknowledges and agrees that each of the Agents is contracting on its own behalf and as agent for the other Indemnified Parties. To the extent that any Indemnified Party is not a party to this Agreement, the Agents shall obtain and hold the right and benefit of the indemnity provisions of this Agreement in trust for and on behalf of such Indemnified Party.

(c) If any matter or thing contemplated by Section 7.1(a) (any such matter or thing being referred to as a "**Claim**") is asserted against any Indemnified Party in respect of which indemnification under this Section 7.1 is or might reasonably be considered to be provided, such Indemnified Party will notify the Indemnifiers as soon as practicable of the nature of such Claim (provided that any failure to so notify in respect of any potential Claim shall not affect the Liability of the Indemnifiers hereunder except to the extent that the Indemnifiers are prejudiced by such failure) and the Indemnifiers shall be entitled (but not required) to assume the defence of any suit brought to enforce such Claim, provided, however, that the defence shall be conducted through legal counsel acceptable to the Indemnified Party (acting reasonably), that no settlement of any such Claim may be made by the Indemnifiers or the Indemnified Party without the prior written consent of the other parties (acting reasonably) and the Indemnifiers shall not be liable for any settlement of any such Claim unless it has consented in writing to such Claim.

(d) In any Claim, the Indemnified Party shall have the right to retain other counsel to act on its behalf and to participate in the defence thereof, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless: (i) the Indemnifiers and the Indemnified Party shall have mutually agreed to the retention of the other counsel; (ii) the Indemnifiers fail to assume the defence of such Claim on behalf of the Indemnified Party within ten days of receiving notice of such Claim; or (iii) the named parties to any such Claim (including any added third or impleaded party) include both the Indemnified Party and an Indemnifier and the Indemnified Party shall have been advised by counsel that representation of the Indemnified Party by counsel for the Indemnifier is inappropriate as a result of potential or actual conflicting interests of those represented; in each of which cases the Indemnifiers shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party but the Indemnifiers shall be liable to pay the reasonable fees and disbursements of counsel to the Indemnified Party.

(e) The indemnity of this Section 7.1 shall not apply in respect of any particular Indemnified Party, in the event that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses, expenses, claims, actions, damages or Liabilities to which that particular Indemnified Party may be subject were primarily caused by the negligence, fraud or wilful misconduct of that particular Indemnified Party (provided that if such

losses, expenses, claims, actions, damages or Liabilities were caused only in part by such negligence, fraud or wilful misconduct, the indemnity shall apply only in respect of the proportion of such losses, expenses, claims, actions, damages or Liabilities which were not so caused).

7.2 Contribution

(a) In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in this Article 7 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agents or enforceable otherwise than in accordance with its terms, the Indemnifiers and the Agents shall contribute to the aggregate of all claims, expenses, costs and Liabilities and all losses (other than loss of profits) of a nature contemplated in this Article 7 in such proportions so that the Agents are responsible for the portion represented by the percentage that the aggregate Agency Fee payable to the Agents bears to the aggregate gross proceeds from the sale of the Subscription Receipts and the Indemnifiers are responsible for the balance, whether or not they have been sued together or sued separately. Notwithstanding the foregoing, the Agents shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fee or any portion of such fee actually received. However, no party who has engaged in any fraud, fraudulent misrepresentation or negligence shall be entitled to claim contribution from any Person who has not engaged in such fraud, fraudulent misrepresentation or negligence.

(b) The rights to contribution provided in this Section 7.2 shall be in addition to and not in derogation of any other right to contribution which the Agents or the Indemnifiers may have by statute or otherwise at Law.

(c) In the event that the Indemnifiers may be held to be entitled to contribution from the Agents under the provisions of any statute or at Law, the Indemnifiers shall be limited to contribution in an amount not exceeding the lesser of:

(i) the portion of the full amount of the loss or Liability giving rise to such contribution for which the Agents are responsible, as determined in Section 7.1(e); and

(ii) the amount of the aggregate fee actually received by the Agents from the Company under this Agreement.

(d) If the Agents have reason to believe that a claim for contribution may arise, they shall give the Indemnifiers notice of such claim in writing, as soon as reasonably possible, but failure to notify the Indemnifiers shall not relieve the Indemnifiers of any obligation which they may have to the Agents under this paragraph except to the extent the Indemnifiers are materially prejudiced by such failure.

ARTICLE 8
MISCELLANEOUS

8.1 Agents' Release Conditions

The Company and the Agents acknowledge that it is part of the Release Conditions that the Company and the Co-Lead Agents, on their own behalf and on behalf of the other Agents, acting reasonably, must deliver a joint notice to the Escrow Agent confirming that all the Agents' Release Conditions have been satisfied. The Agents' Release Conditions are that all conditions under the Merger Agreement have been satisfied or, with the consent of the Co-Lead Agents acting reasonably, waived, provided that the Company and the Agents acknowledge that the Company may require that Cormark confirm, on behalf of the Co-Lead Agents, that such consent to the waiver of any conditions to the Merger Agreement at any time prior to the Release Event, such consent to continue to have effect for the purposes of the joint notice to the Escrow Agent.

8.2 Advertisements and Marketing

(a) The Company acknowledges that the Agents shall have the right, at their own expense, to place such advertisement or advertisements or press releases relating to and following the completion of the sale of the Subscription Receipts contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable Law.

(b) The Company and the Agents each agree that it will not make or publish any advertisement or press release in any media whatsoever relating to, or otherwise publicizing, the transaction provided for herein so as to result in any exemption from the prospectus and registration requirements of applicable securities Laws in Canada or the United States, or of any province or state thereof, being unavailable in respect of the sale of the Subscription Receipts and issuance of the Common Shares.

(c) Subject to compliance with applicable Law, any press release or advertisement of the Company or Wilson Creek relating to the Offering will be provided in advance to Cormark, and Cormark will use its reasonable commercial efforts to agree to the form and substance thereof prior to the release thereof.

8.3 Notices

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

If to the Company, at:

Corsa Capital Ltd.
625 Howe Street
Suite 1400
Vancouver, BC V6C 2T6

Attention: Donald Charter
Telecopy: (604) 646-5426

and, in respect of any notice given to the Company, with a copy (for informational purposes and not constituting notice) to:

Borden Ladner Gervais LLP
40 King Street West
Toronto, ON M5H 3Y4

Attention: Philippe Tardif
Telecopy: (416) 361-2559

If to the Agents, at:

Cormark Securities Inc.
Royal Bank Plaza
South Tower
Suite 2750, 200 Bay Street
Toronto, Ontario, M5J 2J2

Attention: Jeff Kennedy
Fax: (416) 943-6496

and, in respect of any notice given to the Agents, with a copy (for informational purposes and not constituting notice) to:

Cassels Brock & Blackwell LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, ON M5H 3C2

Attention: Greg Hogan
Telecopy: (416) 640-3175

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and a notice which is sent by facsimile transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

8.4 Syndicate Participation

The sale of the Subscription Receipts in connection with the Offering shall be on a "reasonable best efforts" basis without underwriter Liability or obligation and shall be as to the following percentages of the Subscription Receipts to be sold:

Cormark Securities Inc. 35%

GMP Securities LP 35%

Canaccord Genuity Corp.....15%

Haywood Securities Inc. 15%

If any of the Agents fails to sell its applicable percentage of the aggregate amount of the Subscription Receipts at the Time of Closing, the other Agents shall have the right, but shall not be obligated, to sell the Subscription Receipts which would otherwise have been sold by the Agent which fails to sell.

8.5 Authority of the Agents

Cormark is hereby authorized by the other Agents to act on their behalf and the Company shall be entitled to and shall act on any notice given or agreement entered into on behalf of the Agents by Cormark except in respect of any notice of termination pursuant to Section 5.1 or Section 5.2 or the exercise of any indemnification or contribution rights pursuant to Section 7.1 and Section 7.2, respectively. The Company is hereby authorized and directed to pay all amounts due and owing to the Agents pursuant to this Agreement to Cormark, on behalf of the Agents. Cormark agrees to consult with the other Agents on all other matters relating to the Offering.

8.6 Time of the Essence

Time shall, in all respects, be of the essence hereof.**Entire Agreement**

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings. This Agreement may be amended or modified in any respect by written instrument only.

8.8 Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

8.9 Successors and Assigns

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, Wilson Creek and the Agents and their respective successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by either party without the prior written consent of the other.

8.10 Covenants in Trust

With respect to their covenants herein, the Company and Wilson Creek acknowledge and agree that each of the Agents is contracting on its own behalf and as agent for the Purchasers and the Agents shall obtain and hold the right and benefit of such covenants in trust for and on behalf of the Purchasers.

8.11 Further Assurances

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

8.12 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right of the exercise of any other right.

8.13 Non-Merger

Except as otherwise expressly provided in this Agreement, the covenants of a party shall not merge and shall survive Closing. Closing shall not prejudice the right of one party against any other party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

8.14 Amendment

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all parties.

8.15 Assignment

This Agreement may not be assigned by any party except with the prior written consent of all the other parties hereto.

8.16 Effective Date

This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

8.17 Counterparts and Facsimile Execution

This Agreement may be executed in any number of counterparts, which taken together shall form one and the same agreement. This Agreement may be executed by one or more of the parties by facsimile transmitted signature and all parties agree that the reproduction of signature by way of facsimile will be treated as though such reproductions were executed originals.

8.18 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such jurisdiction.

[Signatures on following pages]

If the Company and Wilson Creek are in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this letter where indicated below and delivering the same to the Agents.

Yours very truly,

CORMARK SECURITIES INC.

By: *(signed) Jeff Kennedy*
Name: Jeff Kennedy
Title: Managing Director

GMP SECURITIES L.P.

By: *(signed) Mark Wellings*
Name: Mark Wellings
Title: Managing Director

CANACCORD GENUITY CORP.

By: *(signed) Craig Warren*
Name: Craig Warren
Title: Managing Director

HAYWOOD SECURITIES INC.

By: *(signed) Kevin Campbell*
Name: Kevin Campbell
Title: Managing Director

The foregoing is hereby accepted on the terms and conditions herein set forth.

DATED as of the 30th day of September, 2010.

CORSA CAPITAL LTD.

By: *(signed) Donald Charter*
Name: Donald Charter
Title: President, Chief Executive Officer and Director

WILSON CREEK ENERGY LLC

By: *(signed) Michael M. Svonavec*
Name: Michael M. Svonavec
Title: President

SCHEDULE "A"

TERM SHEET

TERM SHEET

CORSA CAPITAL LTD.

PRIVATE PLACEMENT OF SUBSCRIPTION RECEIPTS

Issuer:	Corsa Capital Ltd. ("**Corsa**" or the "**Company**")
Transaction:	The acquisition of Wilson Creek Energy LLC ("**Wilson Creek**") by Corsa by way of a merger between a wholly-owned indirect subsidiary of Corsa and Wilson Creek (the "**Transaction**" or the "**Merger**"). It is proposed that, in connection with the Transaction, the Company will raise additional equity financing.
Offering Amount:	Approximately C$63.8 million.
Offering:	Best efforts private placement offering of subscription receipts (the "**Subscription Receipts**") of the Company (the "**Offering**"), subject to a formal agency agreement (the "**Agency Agreement**").
Offering Price:	C$0.45 per Subscription Receipt (the "**Issue Price**").
Offering Size:	Approximately 141,778,000 Subscription Receipts.
Over-Allotment Option:	The Company will grant the Agents an over-allotment option (the "**Over-Allotment Option**") to increase the size of the Offering by up to an additional 15**%** of the Subscription Receipts sold under the offering at any time on or prior to 24 hours prior to the closing of the Transaction. For greater certainty, the additional Subscription Receipts issued pursuant to the Over-Allotment Option shall be deemed to be included as part of the Offering.
Subscription Receipts:	The securities offered will be Subscription Receipts issued by the Company. Each Subscription Receipt will be convertible into one common share of the Company (the "**Securities**") upon satisfaction of the Release Conditions (as defined below).
Escrow of Proceeds:	The gross proceeds from the sale of the Subscription Receipts (the "**Gross Proceeds**") will be deposited into escrow ("**Escrow**") with an escrow agent (the "**Subscription Receipt Agent**") appointed in respect of the Subscription Receipts under an agreement between the Company, the Agents and the Subscription Receipt Agent (the "**Subscription Receipt Agreement**"). Funds held in Escrow will be invested in short term government debt or as may be directed by the Agents. The Gross Proceeds and any interest thereon (together, the "**Escrowed**

Proceeds") will be released from Escrow upon the Release Event. Upon the Release Event, the Subscription Receipt Agent will deliver: (i) an amount representing the Agency Fee and the Agents' expenses, plus any interest accrued and actually earned thereon, to the Agents; and (ii) an amount representing the balance of the Escrowed Proceeds, to the Company, as directed by the Company, in each case subject to the terms of the Subscription Receipt Agreement.

In the event that the Release Event does not occur on or before the Release Deadline, the Company shall forthwith deliver a notice to each of the Subscription Receipt holders and the Subscription Receipt Agent and the Subscription Receipt Agent shall return to each such holder the Subscription Receiptholder's funds plus a pro rata share of interest actually earned thereon, less applicable withholding taxes, if any.

Definitions:

(i) "**Release Conditions**" are the following:

a. the Department of State of the State of Delaware accepting for filing of the Certificate of Merger in respect of the Transaction;

b. the receipt of all required shareholder and regulatory approvals required in connection with the Transaction (including, without limitation, the conditional approval of the TSXV for the Transaction and the approval of the shareholders of Corsa to the Transaction);

c. the Company shall not be in material breach or default of any of its covenants or obligations under the Agency Agreement, except those breaches or defaults that have been waived by the Lead Agent;

d. the Company and the Lead Agent, on its own behalf and on behalf of the other Agents, acting reasonably, having delivered a joint notice to the Escrow Agent confirming that the Merger has been completed in accordance with the terms of the Merger Agreement, subject to payment of the purchase price to the vendors of Wilson Creek; and

e. the Company and the Lead Agent, on its own behalf and on behalf of the other Agents, acting reasonably, having delivered a joint notice to the Escrow Agent confirming that all other Release Conditions have been satisfied.

(ii) "**Release Event**" means the occurrence of the satisfaction of the Release Conditions prior to the Release Deadline.

(iii) "**Release Deadline**" means 5:00 p.m. (Toronto time) on the date that is 120 days following the Closing Date provided that if such date is not a business day, it shall mean the next business day immediately following such date or such earlier date as Wilson Creek or the Company terminate their obligations to complete the Transaction pursuant to definitive agreement in respect of

the Transaction.

Lead Order and Loan Financing:

1. An investor has committed to purchase 37,777,778 Subscription Receipts and has agreed to a loan of US$5.0 million (the "Loan") that will be drawn in two equal tranches, one upon closing of the marketing of the financing on or around September 13, 2010, and one in 30 days of the first drawdown. The gross proceeds from the issuance of the Loan will be advanced directly to the Company to fund the construction of the Wilson Creek Plant. The Loan will accrue interest at the rate of 1.0% per month commencing 120 days from the drawdown. The Loan will be repaid out of the proceeds of the subscription receipt financing.

2. As compensation for the Loan, this investor will receive 2,000,000 shares of Corsa Capital upon closing of the acquisition.

Agents' Compensation:

3. In consideration of the services to be rendered by the Agents in connection with the Offering:

(a) **Cash Agency Fee**: the Company shall pay to the Agents, a cash fee equal to 5.0% of the gross proceeds realized by the Company in respect of the sale of the Subscription Receipts in the Offering for which it is entitled to the proceeds, provided that in respect of a specified subscriber, the fee shall be either 0% or 2.5% on specified portions of the gross proceeds realized by the Company from that subscriber.

(b) **Broker Warrants**: as additional compensation, the Agents will be issued compensation options ("**Compensation Options**") to acquire broker warrants (the "**Broker Warrants**") exercisable to acquire that number of shares of the Company as is equal to 5.0% of the aggregate number of Subscription Receipts issued pursuant to the Offering provided that in respect of a specified subscriber, the fee shall be 2.5% on specified portions of the aggregate number of Subscription Receipts issued to that subscriber, with no Broker Warrants on the balance of such subscription. Each Broker Warrant shall entitle the holder thereof to acquire one share of the Company at the Offering Price for a period of 24 months following closing of the Transaction.

The Cash Agency Fee shall be payable concurrently with the

completion of the Transaction. The Compensation Options shall be issuable at the closing of the Offering.

In addition, the Lead Agent shall be paid a transaction fee of C$450,000 to be satisfied, subject to regulatory approval, by the issuance of 1,000,000 Common Shares, or failing receipt of such by approval, in cash.

Use of Proceeds:

The net proceeds from the Offering and the Concurrent Private Placement will be used as follows:

US$, millions

Wash Plant Development	$21.0
Acquisition of West Penn Coal Inc. (1)	$7.0
Mine Development	$12.0
Cash Portion of Purchase Price for Transaction (2)	$15.0
Working Capital	$3.5
Total	**$58.5**

Notes:

1. Wilson holds an option to purchase West Penn Coal Inc. for an upfront payment of $7 million and staged payments of $3.25 million per year over a 4-year period starting in 2012.

2. Of this amount, $12 million is proceeds to vendors for payment of disposition taxes and $2 million is to Wilson for repayment of a intercompany note.

Company Blackout:

The Company will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible or exchangeable into Common Shares, other than pursuant to (i) the Offering; (ii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date; (iii) the issue of Common Shares upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; or (iv) issuable in connection with the Transaction or an Alternative Transaction or exchangeable, for a period commencing on the signing of this letter agreement and ending 120 days from the closing of the Transaction (the "**Black-Out Period**"), without the prior written consent of Cormark, such consent not to be unreasonably withheld.

Principal Shareholder Lock-Up:

It shall be a condition of the Offering that each of the directors and officers of the Company and Wilson Creek shall agree, in a lock-up agreement to be executed concurrently with the closing of the Offering that, during the Black-Out Period, each will not, directly or indirectly, offer, sell, or otherwise dispose of any Common Shares, subject to certain exceptions, including in

respect of sales to affiliates of such director or officer, or a result of the death of any such director or officer and other than the shares to be issued to the vendors of Wilson Creek which are not otherwise subject to the terms of the lock-up agreements contemplated in the definitive merger agreement. The definitive terms of such lock-up agreement shall be negotiated between the parties in good faith.

Agents:

Cormark Securities Inc.[1]	35%
GMP Securities LP [1]	35%
Canaccord Genuity Corp.	15%
Haywood Securities Inc.	15%

(collectively, the "**Agents**")

1. Co-leads and bookrunners.

Selling Jurisdictions: All of the Provinces of Canada and in those jurisdictions outside of Canada that are agreed to by the Company and the Agents (including the United States), in each case in accordance with all applicable laws provided that no prospectus, registration statement or similar document is required to be filed in such foreign jurisdiction and provided that in no event will the number of Subscription Receipts to be issued to "U.S. persons" exceed that number determined by the Company having regarding to its status as a "foreign private issuer" within the meaning of applicable U.S. securities laws. The Subscription Receipts will be sold to U.S. buyers on a private placement basis pursuant to an exemption from the registration requirements under Regulation D of the United States Securities Act of 1933, as amended.

Hold Period: The Common Shares will be subject to a hold period of 4 months from the Closing Date under applicable Canadian securities laws.

Listing: The Common Shares are listed on the TSX Venture Exchange under the symbol "CSO".

Regulatory Approvals: The Offering and Transaction are subject to the receipt of all necessary regulatory approvals, including the approval of the TSXV, as applicable.

Closing Date of the Offering: On or about September 30, 2010 or such other date as mutually agreed to between the Lead Agent and the Company (the "**Closing Date**").

Other Definitions: In addition to the terms defined above, the following term have the meanings set out below.

(i) "**Lead Agent**" means Cormark Securities Inc.

(ii) "**TSXV**" means TSX Venture Exchange.

SCHEDULE "B"

FORM OF LOCK-UP

LOCK-UP AGREEMENT

September 30, 2010

Cormark Securities Inc.
GMP Securities L.P.
Canaccord Genuity Corp.
Haywood Securities Inc.
(collectively, the "**Agents**")

Re: Corsa Capital Ltd. and Wilson Creek Energy, LLC

Ladies and Gentlemen:

The undersigned understands that the Agents have entered into an Agency Agreement dated September 30, 2010 (the "**Agency Agreement**") with Corsa Capital Ltd. (the "**Company**") and Wilson Creek Energy LLC (the "**Wilson Creek**") providing for an offering (the "**Offering**") of subscription receipts (the "**Subscription Receipts**"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agency Agreement.

In consideration of the benefit that the Offering will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees not to, directly or indirectly, offer, sell or otherwise dispose of any Common Shares of the Company or securities convertible or exchangeable into Common Shares of the Company, as noted in Schedule "A", (collectively, the "**Locked-Up Securities**") (or announce any intention to do so) for a period commencing on the date hereof and ending on the date which is 120 days after the closing of the Merger (the "**Black-out Period**"). For greater certainty, the "Locked-Up Securities" excludes such securities of the Company issued to any of the Selling Members (as defined in the Merger Agreement) as a result of the completion of the Merger (as defined in the Merger Agreement) which are not subject to the terms of the lock-up agreements contemplated in the Merger Agreement. As used herein, "**Merger Agreement**" means the Agreement and Plan of Merger dated August 16, 2010 by and among the Company, Wilson Creek Holdings, Inc., Wilson Creek Mergerco, LLC, Wilson Creek and the members of Wilson Creek named therein.

Notwithstanding the foregoing paragraph, the undersigned may transfer, sell or otherwise dispose of any or all of the Locked-Up Securities to companies, partnerships, limited liability companies or other entities to the extent that such entities are wholly-owned by the undersigned,

provided, in each case, that the recipient of the Locked-Up Securities agrees in writing to be bound by the terms of this agreement for the duration of the Black-Out Period.

Upon the occurrence of a proposed offer for all of the issued and outstanding voting and equity securities of the Company which will, if completed, result in a Sale (as defined below), the undersigned shall be permitted to tender all Locked-Up Securities to such offer, provided that if the offer does not result in an actual Sale, the Locked-Up Securities shall continue to be subject to the terms of this Agreement.

"**Sale**" means either (i) a sale, transfer or assignment of all or substantially all of the membership interests or assets of Wilson Creek to any person (other than the Company or an affiliate thereof) by way of sale, merger, exchange of securities, arrangement or otherwise, or (ii) the acquisition of all of the issued and outstanding voting and equity securities of the Company or, directly or indirectly, all or substantially all of the assets of the Company (including its direct or indirect 100% interest in Wilson Creek) by any person (other than an affiliate of the Company), by way of takeover bid, tender offer, merger, exchange of securities, amalgamation, arrangement or otherwise.

Upon the death of the undersigned, the number of Locked-Up Securities having a market value equal to the amount of estate taxes payable by the estate of the undersigned ("**Estate Taxes Payable**") in respect of the Locked-Up Securities shall cease to be subject to the terms of this Agreement provided that the personal representative of the undersigned's estate shall have confirmed to the Company in writing the amount of Estate Taxes Payable.

The undersigned understands that the Agents are relying upon this Lock-Up Agreement in proceeding toward consummation of the Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors and assigns, and shall enure to the Agents and their legal representatives, successors and assigns.

[The remainder of this page intentionally left blank.]

Very truly yours,

Witness

Name

SCHEDULE "C"

U.S. OFFERING RESTRICTIONS

As used in this Schedule, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

"**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising", as used under Rule 502(c) of Regulation D. Without limiting the foregoing, but for greater clarity, it includes, but is not limited to, any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the Internet or broadcast over radio, Internet or television, or any seminar or meeting whose attendees had been invited by General Solicitation or General Advertising;

"**IAI**" means an institution that is an "accredited investor" that satisfies of the criteria of Rule 501(a) of Regulation D;

"**Offshore Transaction**" means an "offshore transaction" as that term as defined in Regulation S;

"**Offered Securities**" means the Subscription Receipts and the Common Shares;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as defined in Rule 144A adopted by the SEC under the 1933 Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Regulation S;

"**U.S. Affiliate**" means the U.S. registered broker-dealer affiliate of an Agent that is named in the form of U.S. Subscription Agreement; and

"**Wilson Creek Purchaser**s" means certain directors and executive officers of, and certain other persons associated with, Wilson Creek, all of which are "accredited investors" within the meaning of Regulation D, as amended by the Dodd-Frank Wall Street Reform Act of 2010.

Representations, Warranties and Covenants of the Agents

Each Agent severally but not jointly acknowledges that the Offered Securities have not been and will not be registered under the 1933 Act or the securities laws of any jurisdiction of the United States and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the 1933 Act and other applicable U.S. Securities Laws.

Each Agent severally but not jointly represents, warrants and agrees to and with the Company that:

(1) It acknowledges that the Offered Securities have not been and will not be registered under the 1933 Act and may not be offered or sold within the United States except pursuant to an exemption from the registration requirements of the 1933 Act. It has not offered, and will not offer, any Offered Securities except (a) outside the United States in an Offshore Transaction in accordance with Rule 903 of Regulation S or (b) in the United States or to, or for the account or benefit of, a U.S. Person or person in the United States in accordance with Rule 506 of Regulation D as provided in paragraphs 2 through 11 below.

(2) Any offer, sale or solicitation of any offer to buy Offered Securities that has been made or will be made in the United States or to U.S. Persons was, or will be, made only to QIBs or IAIs (other than to certain directors and executive officers of Wilson Creek) which purchase directly from the Company in compliance with Rule 506 of Regulation D as in the contemplated in this Schedule.

(3) It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except with its affiliates, any selling group members or with the prior written consent of the Company. It shall require each of its U.S. Affiliates and each selling group member to agree, for the benefit of the Company, to comply with, and shall use all commercially reasonable efforts to ensure that each of its U.S. broker-dealer affiliates and each selling group member complies with, the same provisions of this Schedule as apply to such Agent as if such provisions applied to such U.S. Affiliate and selling group member.

(4) None of the Agent, its affiliates, or any persons acting on its or their behalf, has engaged or will engage, in any Directed Selling Efforts in the United States.

(5) All offers of Offered Securities in the United States shall be made through the Agent's U.S. Affiliate in compliance with all applicable U.S. Securities Laws broker-dealer requirements. Such broker-dealer affiliate was on the dates of such offers and is a duly registered broker-dealer with the SEC and under the securities laws of each state or other U.S. jurisdiction in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements), and was on the dates of such offers and is a member in good standing with the Financial Industry Regulatory Authority, Inc.

(6) All offers or solicitations of offers to buy Offered Securities in the United States by the Agent, its U.S. Affiliate or any person acting on its or their behalf shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(2) of the 1933 Act.

(7) All offers to sell and solicitations of offers to buy the Offered Securities in the United States shall be made pursuant to the exemption from the registration requirements of the 1933 Act available under Rule 506 of Regulation D, only to persons reasonably believed to be QIBs or IAIs (other than to the Wilson Creek Purchasers) which will purchase the Offered Securities directly from the Company in compliance with Rule 506 of Regulation D, which persons each shall execute and deliver to the Company, the Agents and their U.S. Affiliates a Subscription Agreement in the form agreed to by the Agent and the Company.

(8) Each offeree in the United States has been or shall be provided by the Agent through its U.S. Affiliate, the appropriate form of Subscription Agreement and each purchaser will have received at or prior to the time of purchase of any Offered Securities the appropriate form of Subscription Agreement.

(9) At Closing, the Agents, together with their U.S. Affiliates selling Offered Securities in the United States will provide a certificate, substantially in the form of Exhibit A to this Schedule relating to the manner of the offer and sale of the Offered Securities.

(10) At least one Business Day prior to Closing, the Company and its transfer agent will be provided with a list of purchasers of Offered Securities in the United States and their respective residence addresses.

(11) None of the Agent, the U.S. Affiliates, their respective affiliates or any person acting on its or their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the 1934 Act in connection with the offer and sale of the Offered Securities.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that:

(12) (a) The Company is a Foreign Private Issuer and reasonably believes there is no Substantial U.S. Market Interest in the Offered Securities; (b) the Company is exempt from the reporting requirements of the 1934 Act pursuant to Rule 12g3-2(b) under the 1934 Act; (c) the Company is not now, and as a result of the sale of Offered Securities contemplated hereby, will not be registered or required to be registered as an "investment company" under the Investment Company Act, as amended; and (d) none of the Company, its affiliates, or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates and any person acting on their behalf, as to which no representation is made in this paragraph (12)) has made or will make any Directed Selling Efforts in the United States, has engaged or will engage in any form of General Solicitation or General Advertising in connection

with the offer or sale of the Offered Securities in the United States or has engaged in any manner involving a public offering with the meaning of Section 4(2) of the 1933 Act.

(13) Except with respect to offers and sales to the Wilson Creek Purchasers in respect of an aggregate of 830,300 Subscription Receipts (as further addressed in paragraph (7) above) in reliance upon an exemption from registration available under Rule 506 of Regulation D, none of the Company, its affiliates or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates and any person acting on their behalf, as to which no representation is made in this paragraph (13)) has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States, or (b) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the purchase is (i) outside the United States or (ii) the Company, its affiliates and any person acting on its or their behalf reasonably believe that the purchaser is outside the United States.

(14) During the period in which the Offered Securities are offered for sale, none of it, its affiliates or any person acting on its or their behalf (other than the Agents, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made in this paragraph (14)) has taken or will take any action in violation of Regulation M under the 1934 Act.

(15) Except with respect to the offer and sale of the Offered Securities offered hereby, the Company has not, within six months before the commencement of the offering of the Offered Securities, offered or sold any securities in a manner that would be integrated with the offer or sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506 of Regulation D to become unavailable with respect to the offer or sale of the Offered Securities in the United States.

(16) Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

(17) The Company will (i) timely file, or will be caused to be timely filed, an appropriately completed and executed Form D in respect of the sale to the Wilson Creek Purchasers in each of the jurisdictions in which any of the Wilson Creek Purchasers are resident, and (ii) promptly notify the Agents if such directors and officers have a residence address not in the States of Florida, New York, Pennsylvania or Texas.

(18) At any time, the Company is neither subject to Section 13 or 15(d) of the 1934 Act, nor exempt from the filing requirements of the 1934 Act pursuant to Rule 12g3-2(b) thereunder, the Company shall furnish holders and prospective purchasers of Common Shares, the information required by Rule 144A(d)(4) of the 1934 Act so long as the Common Shares offered and sold by the Company in the United States in the Offering are outstanding and are restricted securities within the meaning of

Rule 144(a)(3) of the 1934 Act.

EXHIBIT A
AGENTS' CERTIFICATE

In connection with the private placement in the United States (the "**U.S. Purchasers**") of the Offered Securities (as defined in the Agency Agreement) of Corsa Capital Ltd. (the "**Company**") pursuant to the Agency Agreement dated as of September 30, 2010 among, *inter alii*, the Company and the Agents named therein (the "**Agency Agreement**"), each of the undersigned does hereby certify severally but not jointly as follows:

(i) The Offered Securities have been offered in the United States only by the U.S. Affiliate of the Agent, which was on the dates of such offers and sales, and is on the date hereof, a duly registered broker or dealer with the SEC and under the securities laws of each state or other jurisdiction in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member of, and in good standing with, the Financial Institutions Regulatory Authority;

(ii) All offers and sales of the Offered Securities in the United States will be effected by the Agent's U.S. Affiliate in accordance with all U.S. Securities Laws broker-dealer requirements;

(iii) Each offeree of the Agent's U.S. Affiliate that was in the United States was provided with a copy of the correct form of Subscription Agreement, for the offering of the Offered Securities in the United States, and no other written material other than the Disclosure Package has been used by us in connection with the offering of the Offered Securities;

(iv) Immediately prior to transmitting a Subscription Agreement to such U.S. Purchasers, we had reasonable grounds to believe, and did believe that each such U.S. Purchaser was either a QIB or an IAI, or was a Wilson Creek Purchaser, and on the date hereof we continue to believe that each person in the United States that it has arranged to purchase Offered Securities from the Company is a QIB or an IAI or a Wilson Creek Purchaser;

(v) No form of General Solicitation or General Advertising was used in connection with the offer or sale of the Offered Securities in the United States by the Agent or its U.S. Affiliate;

(vi) Prior to any sale of Offered Securities in the United States by the Agent's U.S. Affiliate it caused the purchaser to sign and deliver the correct form of Subscription Agreement; and

(vii) The offering of the Offered Securities in the United States has been conducted by the Agent in accordance with the terms of the Agency Agreement, including Schedule "C" thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement (including Schedule "C" thereto) unless otherwise defined herein.

Dated this _____ day of September 2010.

CORMARK SECURITIES INC.

By: _____
Name:
Title:

CORMARK SECURITIES (U.S.A.) LIMITED

By: _____
Name:
Title:

GMP SECURITIES L.P.

By: _____
Name:
Title:

GRIFFITHS MCBURNEY CORP.

By: _____
Name:
Title:

CANACCORD GENUITY CORP.

By: _____
Name:
Title:

CANACCORD GENUITY INC.

By: _____
Name:
Title:

HAYWOOD SECURITIES INC.

By: _____
Name:
Title:

HAYWOOD SECURITIES (USA) INC.

By: _____
Name:
Title:

SCHEDULE "D-1"

DEFINITIONS

1.1 DEFINITIONS

As used in Schedule D-2 and Schedule D-3, the following terms have the respective meanings set forth below.

"**Accounts Payable**" has the meaning set forth in Section 2.8 of Schedule D-2.

"**Accounts Receivable**" has the meaning set forth in Section 2.8 of Schedule D-2.

"**Affiliate**" means, with respect to any Person, (i) any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, (ii) with respect to any Person that is a partnership, joint venture, limited liability company or similar entity in which such Person holds an interest, any general partner or manager thereof, and (iii) with respect to any Person that is an individual, such Person's immediate family or family trust. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Assets**" means those assets (including leasehold interests and Contracts) acquired and to be acquired by Wilson Creek to carry on its Business, as set out in the Merger Agreement**,** including the Wash Plant, the Refuse Site and Plant Mine.

"**Board of Managers**" means the Board of Managers of Wilson Creek.

"**Business**" means the production, processing, storing, shipment, ownership, leasing, loading, unloading, marketing and sale of coal (including metallurgical coal) from the properties set out in the Merger Agreement and activities directly relating thereto, including the proposed operations of the Wash Plant and the Refuse Site, and as proposed to be carried on by Wilson Creek consistent with the Business Plan.

"**Business Plan**" means the budgets, projections and assumptions relating thereto in respect of the operations of Wilson Creek set out in the Merger Agreement.

"**C$**" means Canadian dollars.

"**CERCLA**" means the United States *Comprehensive Environmental Response, Compensation, and Liability Act*, 42 U.S.C. Section 9601 et seq., as amended.

"**Closing Date Balance Sheet**" means a balance sheet of Wilson Creek as at the date of closing of the Merger prepared on behalf of Wilson Creek and, if required by Corsa, reviewed by Schneider Downs LLP, Wilson Creek's auditors.

"**COBRA**" means the healthcare continuation requirement as set forth under ERISA Section 601 et seq. and IRC Section 4980B.

"**Contractor**" has the meaning set forth in Section 2.30 of Schedule D-2.

"**Consent**" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

"**Contract**" means any contract, agreement, lease, license, permit, commitment, evidence of indebtedness, mortgage, indenture, deed of trust, note, bond, concession, franchise, security agreement, instrument, joint settlement agreement or other legally binding arrangement (whether written or oral).

"**Corsa Contracts**" has the meaning set forth in Section 3.18 of Schedule D-3.

"**Corsa Entities**" means collectively, Corsa, Wilson Creek Holdings, Inc. and Wilson Creek Mergerco, LLC.

"**CSA Documents**" means all financial statements, management discussion and analysis, information circular and other disclosure documents filed by Corsa with Canadian Securities Administrators and appearing on sedar.com in accordance with Legal Requirements by Corsa since November 30, 2009.

"**Debt**" shall, as applied to any Person, mean, without duplication:

(a) all indebtedness for borrowed money, including, all principal, interest or other obligations evidenced by or under a note, bond, debenture, letter of credit, draft or similar instrument;

(b) that portion of obligations with respect to capitalized or synthetic leases that is properly classified as a liability on a balance sheet in accordance with GAAP;

(c) liabilities under or pursuant to interest rate cap contracts, swap contracts, foreign currency exchange contracts and other hedging or similar contracts (including breakage or associated fees);

(d) all obligations to pay the deferred purchase price of property or services (including the earned portion of any so-called "earn-out" obligations);

(e) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property;

(f) all indebtedness and obligations of the types described in the foregoing clauses (a) through (e) to the extent secured by any Encumbrance on any property or asset owned or held by that Person, regardless of whether the indebtedness secured thereby shall have been incurred or assumed by that Person or is otherwise nonrecourse to the credit of that Person;

(g) reimbursement obligations, whether contingent or matured, with respect to letters of credit, bankers' acceptances, bank overdrafts, surety bonds, other financial guarantees and interest rate protection agreements (without duplication of other indebtedness supported or guaranteed thereby).

(h) interest, premium, penalties and other amounts owing in respect to all definitions of Debt; and

(i) all guarantees of any of the foregoing.

"**Dollars**" or "**$**" means the national currency of the United States.

"**Employment Contracts**" means any management, consulting, profit sharing, stock option, stock purchase, pension, retainer, welfare, stock appreciation or other equity-incentive, deferred compensation, retirement, change in control, severance and/or employment Contract or commitment to enter into the same.

"**Encumbrance**" means any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, mortgage, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"**Environment**" means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), ground waters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

"**Environmental, Health, and Safety Liabilities** means any cost, damages, expense, liability, obligation, or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

(a) any environmental, health, or safety matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs, corrective action or reclamation, including any investigation, cleanup, removal, containment, or other remediation, response or reclamation actions ("**Cleanup**") required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law.

The terms "**removal**," "**remedial**," and "**response action**," include the types of activities covered by CERCLA. The term "reclamation" includes the types of activities covered by SMCRA.

"**Environmental Law**" means any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention;

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets;

(i) Mining Activities; or

(j) protecting human health or the Environment.

"**ERISA**" means the *Employee Retirement Income Security Act of 1974* or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"**ERISA Affiliate**" has the meaning set forth in Section 2.13 of Schedule D-2.

"**Exchange Act**" means the *Securities Exchange Act of 1934*, as amended or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"**Facilities**" means any real property, leaseholds, or other interests owned by Wilson Creek or formerly owned or operated by any member of the Vendor Group and relating to the Business, and any buildings, plants, structures, or equipment (including motor vehicles, tank cars, and rolling stock) owned or operated by Wilson Creek or formerly owned or operated by any member of the Vendor Group and relating to the Business and any other real property, leaseholds, or other interests specified in the Merger Agreement.

"Financial Statements" means the combined statements of revenues and direct operating expenses of Wilson Creek (including the operations of the ●[1] Mine and the ●[1] Mine which form part of the Business) for the year ended December 31, 2009 and six months ended June 30, 2010 and the statement of assets acquired and liabilities assumed as at June 30, 2010.

"**GAAP**" means United States generally accepted accounting principles, as in effect on the date hereof.

"Godin" means Godin Bros. Inc.

"**Governmental Authorization**" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement, including any Mining Authorization.

"**Governmental Body**" means any:

(a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;

(b) federal, state, local, municipal, foreign, or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(d) multi-national organization or body; or

(e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

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[1] Name of mine intentionally omitted.

"**Governing Documents**" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles or certificate of organization and the operating agreement of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

"**Hazardous Activity**" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Facilities or any part thereof into the Environment, and any other act, business, operation, or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm to Persons or property on or off the Facilities, or that may affect the value of the Facilities or Wilson Creek other than mining and other activities performed in accordance with Legal Requirements and normal in the conduct of Business of Wilson Creek.

"**Hazardous Materials**" means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefore and asbestos or asbestos-containing materials other than materials stored and used in compliance with Legal Requirements in the normal conduct of the Business of Wilson Creek.

"ICS" means ICS Energy Group LLC.

"**Intellectual Property Assets**" has the meaning set forth in Section 2.21 of Schedule D-2.

"**IRC**" means the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

"**IRS**" means the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"**Leased Fixtures and Improvements**" has the meaning set forth in Section 2.5 of Schedule D-2.

"**Leased Real Property**" has the meaning set forth in Section 2.5 of Schedule D-2.

"**Legal Requirement**" means any federal, national, state, provincial, local, municipal, foreign, international, multinational, or other administrative order, constitution, law,

ordinance, rule, code, requirement, principle of common law, regulation, statute, or treaty of any Governmental Body, including any Order.

"**Liabilities**" has the meaning set forth in Section 2.10 of Schedule D-2.

"**Lock-up Agreement**" means the lock-up agreement in the form set out in the Merger Agreement and entered into among Corsa and each Selling Member.

"**Material Adverse Effect**" means any change, event or effect that has had a material adverse effect upon the financial condition, business, assets, results of operations of a Party, taken as a whole, or the ability of the Party to perform its obligations under the Merger Agreement; provided, however, that any adverse change, event or effect arising from or related to (a) (i) conditions affecting the United States economy generally or any change that is generally applicable to the industries or markets in which the Business is operating, or (ii) any national or international political or social conditions, including the engagement by the United States or Canada in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or Canada, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or Canada, in each case, except to the extent such change, event or effect has had a disproportionate effect on such Party (taken as a whole) as compared to other Persons in the same or substantially similar industry; (b) the taking of any action contemplated by the Merger Agreement and the other agreements contemplated hereby, including the completion of the Transactions or (c) in and of itself, in the market price or trading volume of the Common Shares, shall not be taken into account in determining whether a "Material Adverse Effect" has occurred; provided that, for greater certainty, that any change, event or effect upon the financial condition, business, assets, results of operations of Wilson Creek in an amount greater than $100,000 shall constitute a Material Adverse Effect in respect of Wilson Creek for the purposes of the Merger Agreement.

"**member of the Vendor Group**" means each of the Selling Members, ICS, Godin and Svonavec.

"**Membership Interests**" means the ordinary membership units in the capital of Wilson Creek.

"**Merger Sub**" means Wilson Creek Mergerco, LLC.

"Merger Sub Units" means the membership interests of Merger Sub that are issued and outstanding as of immediately prior to the Effective Time**.**

"**Mining Activities**" means those activities of Wilson Creek or of the members of the Vendor Group as they relate to the Assets, related to the mining, processing, sale and trading of coal that involve surface mining, underground mining, auger mining, processing, sale or transporting of coal and coal by-products, including reclamation activities. For the purpose of this definition, "Mining Activities" shall include any activities

regulated or required under SMCRA and Legal Requirements governing, controlling or applying to coal mining operations.

"**Mining Authorization**" means any license, permit or other Governmental Authorization held by any Company relating to Mining Activities.

"**Mining Authorization Applications**" has the meaning set forth in Section 2.14 of Schedule D-2.

"**MSHA**" means the Mine Safety and Health Administration, U.S. Department of Labor, or any successor agency.

"NI 43-101" means *National Instrument 43-101 of the Canadian Securities Administrators – Standards of Disclosure for Mineral Projects*.

"**Occupational Safety and Health Law**" means any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions, including the *Occupational Safety and Health Act* (29 U.S.C. § 651 et seq.) and the *Mine Safety and Health Act* (30 U.S.C. § 801 et seq.) and comparable state statutes and regulations.

"**O&C Matters**" has the meaning set out in Section 2.2 of Schedule D-2.

"**OFAC**" has the meaning set out in Section 2.22 of Schedule D-2.

"**Off-Balance Sheet Arrangements**" means with respect to any Person, any securitization transaction to which that Person or its Subsidiaries is party and any other transaction, agreement or other contractual arrangement to which an entity unconsolidated with that Person is a party, under which that Person or its Subsidiaries, whether or not a party to the arrangement, has, or in the future may have: (a) any obligation under a direct or indirect guarantee or similar arrangement; (b) a retained or contingent interest in assets transferred to an unconsolidated entity or similar arrangement; or (c) derivatives to the extent that the fair value thereof is not fully reflected as a liability or asset in the Financial Statements.

"**Order**" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator specifically applicable to a Company.

"**Ordinary Course of Business**" means (i) in the case of Wilson Creek or members of the Vendor Group, an action which is consistent with the Business as it is proposed to be carried on by Wilson Creek on a basis consistent with its Business Plan and (ii) in the case of the Corsa Entities, an action which is consistent with the past practices of Corsa; and an action taken by a Person will be deemed to have been taken in the "Ordinary Course of Business" only if such action is consistent with this definition of

"Ordinary Course of Business" and is taken in the ordinary course of the normal day-to-day operations of such Person.

"**OSM**" means Office of Surface Mining, U.S. Department of the Interior or any successor agency.

"**Owned Fixtures and Improvements**" has the meaning set forth in Section 2.5 of Schedule D-2.

"**Owned Real Property**" has the meaning set forth in Section 2.5 of Schedule D-2.

"**Parent**" means Wilson Creek Holdings, Inc.

"**PLLCL**" means the Pennsylvania Limited Liability Company Law.

"**Party**" means a party to the Merger Agreement.

"**Pension Plan**" has the meaning set forth in Section 2.13 of Schedule D-2.

"**Person**" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity.

"**Permitted Encumbrances**" shall mean (a) liens for Taxes and other inchoate statutory liens not yet delinquent, and in each case as disclosed in the Merger Agreement or, (b) private, public and utility easements, rights of way and roads and highways, encroachments, restrictions, conditions and other similar encumbrances incurred or suffered in the Ordinary Course of Business, which do not materially impair Wilson Creek's business operations as presently conducted, (c) Government Authorizations, (d) the rights of the owners of natural gas or other minerals in the properties owned or leased by any of Wilson Creek; (e) liens reversionary rights and retained rights of lessors under leases granting the Leased Real Property; (f) the liens arising under any Company Surety Bonds; and (g) any lien, debt or obligation disclosed in the Merger Agreement.

"**Plan**" has the meaning set forth in Section 2.13 of Schedule D-2.

"**Plant Mine**" means the metallurgical coal mining operations proposed to be carried out by Wilson Creek from the property described in the Merger Agreement.

"Preferred Interests" means preferred membership interests of the Merger Sub as the surviving entity of the Merger. having the attributes set out in the its limited liability company agreement.

"**Proceeding**" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"**Purchase Price**" means, in the aggregate (a) cash in the amount of $13,000,000 to be paid and (b) 50,000,000 Common Shares to be issued to the Selling Members, in accordance with and subject to adjustment in accordance with the terms of the Merger Agreement.

"Refuse Site" means the site to be used for the storage and disposal of coal refuse from the Wash Plant as further described in the Merger Agreement.

"**Related Person**" means

(1) with respect to a particular individual:

(a) each other member of such individual's Family;

(b) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family;

(c) any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and

(d) any Person with respect to which such individual or one or inure members of such individual's Family serves as a director, officer, partner, executor, or trustee (or in a similar capacity).

(2) with respect to a specified Person other than an individual:

(a) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person;

(b) any Person that holds a Material Interest in such specified Person;

(c) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity);

(d) any Person in which such specified Person holds a Material Interest;

(e) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and

(f) any Related Person of any individual described in clause (i)(b) or (i)(c).

For purposes of this definition, (a) the "**Family**" of an individual includes (i) the individual, the individual's spouse and former spouses, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural person who resides with such individual, and (b) "**Material Interest**" means direct or indirect beneficial

ownership (as defined in Rule 13d-3 under the *Exchange Act*) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 10% of the outstanding equity securities or equity interests in a Person.

"**Release**" means any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

"Reporting Jurisdictions" has the meaning set forth in Section 3.10.

"**Royalty Agreement**" means the royalty agreement between Wilson Creek and Svonavec in the form attached as the Merger Agreement.

"**Securities Act**" means the *Securities Act of 1933*, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"**Selling Members**" means each of (i) Curt Mears, (ii) Rob Mears, (iii) Stephen Meehan, (iv) Michael M. Svonavec, (v) John J. Svonavec, (vi) Kerry Mears, and (vii) Joseph Gallo.

"**SMCRA**" means the *Surface Mining Control and Reclamation Act of 1977* (30 U.S.C. §1201 et seq.), as amended.

"Statement of Assets and Liabilities" means the assets and liabilities of Wilson Creek as the date of the Merger Agreement, unless otherwise noted and attached to the Merger Agreement.

"**Subsidiary**" an entity shall be deemed to be a "**Subsidiary**" of another Person if such Person directly or indirectly owns, beneficially or of record, (a) an amount of voting securities or other interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body, or (b) at least 50% of the outstanding equity or financial interests of such entity.

"●[1] **Contract**" means the ●[1] between Wilson Creek and ●[2] dated ●[3].

"**Tax**" means any federal, state, provincial, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), workers

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[1] Name of contract intentionally omitted.

[2] Counterparty to the contract intentionally omitted.

[3] Date of contract intentionally omitted.

compensation, employer health, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever and any abandoned mine lands fees payable under SMCRA, including any interest, penalty, or addition to any of the foregoing, whether disputed or not, and any liability for any of the foregoing as transferee or successor, by contract or otherwise.

"**Tax Return**" means any return (including any information return), report, statement, schedule, notice, form, election or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax..

"**Technical Reports**" has the meaning set forth in Section 2.29 of Schedule D-2.

"**Threat of Release**" means a substantial likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

"**Threatened**" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing).

"**Time**" means the local time in Toronto, Ontario, Canada.

"**Title IV Plan**" has the meaning set forth in Section 2.13 of Schedule D-2 [Note: was note defined].

"**Transactions**" means the transactions contemplated by the Merger Agreement.

"**TSX-V**" means the TSX Venture Exchange.

"**United States**" shall mean the United States of America including its territories and possessions.

"**Vendor Group**" means the Selling Members, ICS, Godin and Svonavec, Inc.

"WARN" has the meaning set forth in Section 2.20 of Schedule D-2.

"**Wash Plant**" means the coal preparation plant described in the Merger Agreement.

"**Welfare Plan**" has the meaning set forth in Section 2.13 of Schedule D-2.

"**Wilson Creek Contract**" means any Contract (a) under which Wilson Creek has or has the legal option to acquire any rights, (b) under which Wilson Creek is subject to any obligation or liability, or (c) by which Wilson Creek or any of the assets owned or used by it is bound.

"**Wilson Creek Note**" means the non interest bearing promissory note of Wilson Creek in the principal amount of $2 million due to ●[1] issued in connection with the acquisition of certain Assets from ●[1].

"**Wilson Creek Surety Bonds**" has the meaning set forth in Section 2.14 of Schedule D-2.

"**Workers' Compensation Law**" means the Legal Requirements that provide for awards to employees and their dependents for employment-related accidents and occupational diseases, including, but not limited to, the *Federal Black Lung Benefits Act*, as amended, 29 U.S.C. Section 801 et seq.

[1] Name of lender/vendor intentionally omitted.

SCHEDULE "D-2"

REPRESENTATIONS AND WARRANTIES OF WILSON CREEK

2.1 ORGANIZATION; GOOD STANDING AND MEMBER'S TITLE.

Wilson Creek is a limited liability company, duly organized and validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, with full and requisite limited liability company power and authority to conduct its Business as it is now being conducted; to own, lease, or use the properties and assets that it purports to own, lease or use, and operate its assets; and to perform all of its obligations under its Contracts. Wilson Creek is duly qualified to do business and in good standing in each other jurisdiction where in which the property owned, leased or operated by it or the nature of the business which it conducts requires qualification. Wilson Creek has not operated under any legal or assumed name other than its current name. Wilson Creek has made available to the Agents a true and correct copy of its Governing Document as in effect as of the date of this Agreement and as of the Closing Date, as the case may be.

2.2 AUTHORITY; NO CONFLICT.

(1) This Agreement has been, and when executed and delivered by Wilson Creek will be, duly and validly executed and delivered by Wilson Creek and this Agreement is a legal, valid and binding obligation of Wilson Creek, enforceable against Wilson Creek in accordance with its respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally, and by general equitable principles.

(2) The Merger Agreement has been executed and delivered by the Selling Members and Wilson Creek and is a legal, valid and binding obligation of each of the Selling Members and Wilson Creek, enforceable against the Selling Members and Wilson Creek, as applicable, in accordance with its respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally, and by general equitable principles.

(3) The Board of Managers has duly approved and adopted the Merger, the execution and delivery by Wilson Creek of the Merger Agreement, the performance by Wilson Creek of its obligations thereunder, and the consummation of the Transactions. No other approval of the Board of Managers, the Selling Members or Wilson Creek is required in connection with the consummation of the Merger and the Transactions.

(4) Neither the execution and delivery of this Agreement and the Merger Agreement nor the consummation or performance by the Wilson Creek and

the Selling Members of the Merger nor any of the Transactions will, directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with, or result in a violation of (a) any provision of the Governing Documents of Wilson Creek, or (b) any resolution adopted by the members of Wilson Creek;

(b) contravene, conflict with, or result in a violation of or give any Governmental Body or other Person a valid basis to challenge any of the Transactions or to exercise any remedy or obtain any relief under any Legal Requirement or any Order to which Wilson Creek, or any of the assets owned or used by Wilson Creek, may be subject except as may arise in connection with the change in ownership and control of Wilson Creek under SMCRA or its state equivalent in Pennsylvania as referred to in the Merger Agreement ("**O&C Matters**");

(c) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Mining Authorization or other Governmental Authorization that is held by Wilson Creek or that otherwise relates to the Business of, or any of the assets owned or used by, Wilson Creek, except for O&C Matters;

(d) contravene, conflict with, or result in a violation or breach of any provision of or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, or result in the loss of any material benefit under, any Contract; or

(e) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by Wilson Creek.

(5) Except as set out in the Merger Agreement, neither Wilson Creek nor any of the Selling Members will be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of the Merger Agreement or the consummation of the Merger or performance of any of the Transactions.

(6) Wilson Creek will not be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or performance of any of its obligations hereunder.

2.3 CAPITALIZATION; SUBSIDIARIES.

(1) The Merger Agreement sets forth in respect of Wilson Creek the identity, and percentage ownership of the Vendor Group. All of the issued and

outstanding Membership Interests or other equity interests of Wilson Creek were duly authorized and have been validly issued, are held of record, legally and beneficially by the respective members as set forth in the Merger Agreement on the date indicated therein and each such record, legal and beneficial owner of such Membership Interests has good, valid and marketable title to the Membership Interests as set forth in the Merger Agreement free and clear of any Encumbrances.

(2) There are no certificates issued by Wilson Creek representing any Membership Interests. Other than the Operating Agreement (including members' agreements) and the Merger Agreement, there are no Contracts relating to the issuance, sale, or transfer of the Membership Interests. None of the Membership Interests were issued in violation of the *Securities Act*, any other Legal Requirement or any pre-emptive or similar rights. There are no outstanding warrants, options, agreements, convertible or exchangeable securities or other commitments pursuant to which Wilson Creek is or may become obligated to issue or sell equity or other securities, and there are no equity securities of Wilson Creek reserved for issuance for any purpose. Wilson Creek does not have any Subsidiaries, nor does it own, or have any Contract to acquire, any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business.

(3) There are no voting trusts, proxies or other agreements or understandings with respect to the voting of the Membership Interests.

(4) All loans or other advances made by the Selling Members to Wilson Creek and all other liabilities of Wilson Creek payable to any member of the Vendor Group, with the exception of those arising under the Royalty Agreement, have been, or will be prior to the closing of the Merger, converted into equity of Wilson Creek in the form of Membership Interests.

2.4 FINANCIAL STATEMENTS.

The June 30, 2010 Financial Statements present the assets to be acquired and the liabilities to be assumed and the results of operation for the period therein and did not omit to state any known material fact that was required by applicable Legal Requirements to be stated or reflected therein.

2.5 PERSONAL AND REAL PROPERTIES; TITLE, ENCUMBRANCES.

(1) Personal Property. The Merger Agreement sets forth a true and complete list of all the material machinery, equipment, vehicles and other tangible personal property now owned or leased by Wilson Creek. As to each asset shown in the Merger Agreement, unless otherwise listed in the Merger Agreement, Wilson Creek as the owner of such asset has good, valid and marketable title to, or holds by a valid, enforceable and existing lease or

license with respect to, such asset (as noted in the Merger Agreement), free and clear of any Encumbrances.

(2) Capital Leases. Wilson Creek is not a party to any capital lease and no asset of Wilson Creek is subject to any capital lease, other than as disclosed in the Merger Agreement.

(3) Leased Real Property. The Merger Agreement lists all real property and interests in land, including coal, mining and surface rights, leases, options to lease, easements, rights of way and options, including all rights, if any, of Wilson Creek to timber, and natural gas (including coalbed methane and gob gas), leased or subleased by Wilson Creek from any other Person (the "**Leased Real Property**"). With respect to each lease and sublease related to the Leased Real Property and except as otherwise specified in the Merger Agreement:

(a) such lease or sublease is in full force and effect in all respects and enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally, and by general equitable principles;

(b) Wilson Creek has a valid leasehold interest in all of its Leased Real Property and all fixtures and improvements on such Leased Real Property, including all tipples, loadout and other transportation facilities (the "**Leased Fixtures and Improvements**"), in each case, free and clear of any Encumbrances, other than Permitted Encumbrances;

(c) (A) Wilson Creek is not in default under any such lease or sublease and no event has occurred which, with the passage of time or expiration of any grace period would constitute a material default of Wilson Creek's obligations under such lease or sublease, (B) no other party to any such lease or sublease is in material default thereunder which, with the passage of time or expiration of any grace period would constitute a material default of Wilson Creek's obligations under such lease or sublease, and (C) Wilson Creek has not received a written or other notice of default with respect to such lease or sublease;

(d) there are no unwritten or oral modifications to such lease or sublease or any course of dealing or business operations that can validly be construed as a modification to such leases;

(e) no such lease or sublease has been mortgaged, deeded in trust or subjected to any Encumbrances by Wilson Creek, other than Permitted Encumbrances;

(f) there are no other existing facts or circumstances which, with notice or the passage of time, would result in a material violation or breach of, or provide a valid basis to declare a default under or terminate, any lease described in the Merger Agreement; and

(g) the lessor(s) under each of the leases identified in the Merger Agreement has good title to the Leased Real Property to the extent of the rights demised under such lease.

(4) Owned Real Property. The Merger Agreement lists all real property and other interests in land, including coal, mining and surface rights, easements, rights of way and options, including all rights, if any, of Wilson Creek to timber, and natural gas (including coalbed methane and gob gas), owned by Wilson Creek, including those related to the Wash Plant and Refuse Site (the "**Owned Real Property**"). The Merger Agreement sets forth with respect to each Owned Real Property, as applicable: the grantor and grantee, the date of the instrument and recording information. With respect to each such parcel of the Owned Real Property, except as otherwise specified in the Merger Agreement:

(a) for Owned Real Property, and all related fixtures and improvements, acquired by the identified owner, the identified owner has done nothing to impair or encumber the title to such Owned Real Property except for Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010;

(b) any fixtures, improvements, tipple, loadout and other transportation facilities located on the Owned Real Property (the "**Owned Fixtures and Improvements**") are owned by Wilson Creek free and clear of any Encumbrances, other than Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010;

(c) there are no pending assessments, interim real estate Taxes, condemnation Proceedings, eminent domain or requisition Proceedings or to the knowledge Wilson Creek, Threatened assessments, interim real estate Taxes, condemnation Proceedings, eminent domain or requisition Proceedings, and

(d) Wilson Creek has good and marketable title or a valid and enforceable right to each parcel of Owned Real Property and there are no other matters that materially adversely affect the title of Wilson Creek to the Owned Real Property or the Owned Fixtures and Improvements.

(5) Out Leased Real Property. There are no leases, subleases, assignments thereof or other instruments, agreements or arrangements pursuant to which Wilson Creek leases, sublets or otherwise demises any real property or interest therein, whether surface, mineral or both, to any other Person.

(6) Improper Mining; Geological Information. Neither Wilson Creek nor any member of the Vendor Group have received any written notice or, other communication (whether written or oral) of claims that Wilson Creek, any member of the Vendor Group or a contract miner has mined any coal that it did not have the right to mine or mined any coal so as to give rise to any bona fide claims for loss, waste or trespass, and no facts exist upon which such a claim could be sustained.

2.6 BUSINESS PLAN.

To the knowledge of Wilson Creek, the Selling Members have used their best efforts, based upon their current knowledge and experience in participating in the preparation of the Business Plan and on that basis, the Business Plan is a reasonable financial projection for the operations of Wilson Creek for the periods referred to therein and accurately reflects the current intentions and plans with respect to the development and operation of Wilson Creek, and the assumptions in respect of the projections set out in the Business Plan are reasonable in all respects. Upon completion of the construction of the Wash Plant and the acquisition and leasing of equipment and real property contemplated in the Business Plan, the buildings, plants, structures, equipment, machinery and other tangible personal property of Wilson Creek will be sufficient for the conduct of the Business after the closing of the Merger. The Agents acknowledge that given the nature of the assumptions made and possible changes in future circumstances, the representation and warranty in this section 2.6 is not an assurance as to the certainty of the outcome of the Business Plan or the future results of Wilson Creek.

2.7 TITLE TO ASSETS.

To the knowledge of Wilson Creek member of the Vendor Group had good and marketable title, subject to the Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010, to the Assets set out in the Merger Agreement at the time the transfer thereof to Wilson Creek. The Merger Agreement lists all required Consents for such transfer from third parties and to carry on Mining Activities, including Governmental Bodies. The Merger Agreement sets out all Assets, including all Contracts, Mining Authorizations, inventory, Accounts Receivable, Owned Real Property, Owned Fixtures and Improvements, Leased Real Property, Leased Fixtures and Improvements, Intellectual Property Assets and any other assets and any related liabilities which were transferred to Wilson Creek by members of the Vendor Group. The Merger Agreement sets out the allocation proposed by the members of the Vendor Group of the fair market value of each such item at the time of transfer to Wilson Creek. The transfer of all of the Assets to Wilson Creek by any member of the

Vendor Group or any other Person complied and will comply with all applicable Legal Requirements, including bulk sales legislation applicable to such transfer.

2.8 ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE.

(1) All accounts receivable of Wilson Creek that are reflected on the Statement of Assets and Liabilities or on the accounting records of Wilson Creek as of the closing date in respect of the Merger (collectively, the "**Accounts Receivable**") represent or will represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business subject to the application of premiums and penalties under the applicable sales agreement. The Merger Agreement contains a complete and accurate list of all Accounts Receivable for Wilson Creek as of the date of the Statement of Assets and Liabilities, which list sets forth the aging of such Accounts Receivable.

(2) All accounts payable of Wilson Creek that are reflected on the Statement of Assets and Liabilities or on the accounting records of Wilson Creek as of the closing date in respect of the Merger (collectively, the "**Accounts Payable**") represent or will represent valid obligations of Wilson Creek arising from goods or services actually received by Wilson Creek in the Ordinary Course of Business. The Merger Agreement contains a complete and accurate list of all Accounts Payable as of the date of the Statement of Assets and Liabilities.

2.9 INVENTORY.

All inventory of Wilson Creek, including coal inventory and spare parts, fuel and supplies inventory, whether or not reflected in the Statement of Assets and Liabilities, consists of a quality (on a blended basis as to coal in stockpile inventory) and quantity usable or salable in the Ordinary Course of Business and, fit for the purpose for which they were intended. The value of all items of obsolete inventory and of inventory of below standard quality has been written off or written down to realizable market value, and the value at which such inventory is carried reflects Wilson Creek's normal inventory valuation policy of stating its inventory at the lower of cost or market value, in each case in accordance with GAAP.

2.10 NO UNDISCLOSED LIABILITIES.

Except as set forth in the Merger Agreement and as otherwise disclosed in the Merger Agreement, Wilson Creek does not have any, and the Assets are not subject to any Encumbrances, other than Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010, relating to Debts, liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and, there is no basis for the assertion against Wilson Creek of

any Debts, liabilities or obligations (referred to as "**Liabilities**"). There are no Off-Balance Sheet Arrangements effected by or relating to Wilson Creek or the Assets.

2.11 TAXES – WILSON CREEK.

(1) Wilson Creek has filed or caused to be filed on a timely basis all Tax Returns that are or were required to be filed by or with respect to it, either separately or as a member of a group of entities, pursuant to applicable Legal Requirements. All such Tax Returns were true, correct and complete in all material respects and were prepared in compliance with all applicable Legal Requirements. Wilson Creek is not currently the beneficiary of any extension of time within which to file any Tax Return. Wilson Creek has paid, or made provision for the payment of, all Taxes, that have or may have become due pursuant to those Tax Returns payable by Wilson Creek (whether or not shown on any Tax Return) or otherwise, or pursuant to any assessment received by Wilson Creek

(2) No claim has been received by Wilson Creek in writing from any Governmental Body in a jurisdiction where Wilson Creek does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Encumbrances, other than Permitted Encumbrances, for Taxes upon any of the assets of Wilson Creek.

(3) No foreign, federal, state or local Tax audits or administrative or judicial Tax Proceedings are being conducted with respect to Wilson Creek. Wilson Creek has not received from any foreign, federal, state or local taxing authority (including jurisdictions where Wilson Creek has not filed Tax Returns) any (A) written notice indicating an intent to open an audit or other review, (B) written request for information related to Tax matters, or (C) written notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any taxing authority against Wilson Creek. Wilson Creek has not granted any extension of any statute of limitations relating to the payment of Taxes of Wilson Creek.

(4) The charges, accruals, and reserves with respect to Taxes on the books of Wilson Creek are adequate (determined in accordance with GAAP) and are at least equal to Wilson Creek's liability for Taxes. There exists no proposed Tax assessment against Wilson Creek except as disclosed in the Statement of Assets and Liabilities. All Taxes that Wilson Creek is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(5) Wilson Creek is not a party to any Contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of (A) any "excess parachute payment" within the meaning of Section 280G of the IRC (or any corresponding provision of state, local or foreign Tax law)

and (B) any amount that will not be fully deductible as a result of Section 162(m) of the IRC (or any corresponding provision of state, local or foreign Tax law).

(6) Wilson Creek has not filed a "check the box" election to be treated as a corporation for U.S. federal income tax purposes.

2.12 BANK ACCOUNTS.

The Merger Agreement sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which Wilson Creek maintains a safe deposit box, lock box or checking, savings, custodial or other account of any nature, the type and number of each such account and the signatories therefore, a description of any compensating balance arrangements, and the names of all Persons authorized to draw thereon, make withdrawals therefrom or have access thereto.

2.13 EMPLOYEE BENEFITS.

(1) For purposes of this Agreement, the term "**Plans**" means (A) all employee benefit plans as defined in Section 3(3) of the *Employee Retirement Income Security Act of 1974,* as amended ("**ERISA**"); (B) all other pension, retirement, group insurance, severance pay, deferred compensation, excess or supplemental benefit, vacation, stock, stock option, equity-based compensation, phantom stock, fringe benefit and incentive plans, contracts, schemes, programs, funds, commitments, or arrangements of any kind; and (C) all other plans, contracts, schemes, programs, funds, commitments, or arrangements providing money, services, property, or other benefits, whether written or oral, formal or informal, qualified or nonqualified, funded or unfunded, and including any that have been frozen or terminated, which pertain to any employee, former employee, director, officer, shareholder, member, manager, consultant, or independent contractor of Wilson Creek, a member of the Vendor Group or any ERISA Affiliate and (a) to which Wilson Creek, a member of the Vendor Group or any ERISA Affiliate is or has been a party or by which any of them is or has been bound or (b) with respect to which Wilson Creek, a member of the Vendor Group or any ERISA Affiliate has made any payments or contributions since December 31, 1999 or (c) to which Wilson Creek, a member of the Vendor Group or any ERISA Affiliate may otherwise have any liability (including any such plan or arrangement formerly maintained by Wilson Creek, a member of the Vendor Group or any ERISA Affiliate). All Plans are listed and briefly described in the Merger Agreement. For purposes of this Agreement, "**ERISA Affiliate**" shall mean any corporation or other business entity that is included in a controlled group of corporations within which Wilson Creek or a member of the Vendor Group or any ERISA Affiliate is also included, as provided in Section 414(b) of the IRC; or which is a trade or business under common control with Wilson Creek or a member of the Vendor Group or any ERISA Affiliate, as

provided in Section 414(c) of the IRC; or which constitutes a member of an affiliated service group within which Wilson Creek, a member of the Vendor Group or any ERISA Affiliate is also included, as provided in Section 414(m) of the IRC; or which is required to be aggregated with Wilson Creek or a member of the Vendor Group or any ERISA Affiliate pursuant to regulations issued under Section 414(o) of the IRC. All ERISA Affiliates are listed in the Merger Agreement.

(2) Each Plan is in compliance with its terms and with ERISA and other applicable Legal Requirements (including compliance with the health care continuation requirements of COBRA and the deferred compensation rules and withholding requirements set forth in Section 409A of the IRC), and with any applicable collective bargaining agreement and all other agreements and instruments applicable to any Plan. The Merger Agreement sets forth each former employee of Wilson Creek, any member of the Vendor Group or any ERISA Affiliate entitled to COBRA benefits and the remaining period of such benefits. Each pension plan, as defined in Section 3(2) of ERISA ("**Pension Plan**"), of Wilson Creek, a member of the Vendor Group and each applicable ERISA Affiliate has been determined by the IRS to be qualified under the IRC, or is maintained pursuant to a volume submitter or prototype document. Each such Pension Plan has, in operation, been qualified under the IRC from the effective date of such Pension Plan and there have been no amendments or other developments since the effective date of such Pension Plan which would cause the loss of such qualified status. No violation of ERISA has at any time occurred in connection with the administration of any of the Plans, and there are no actions, suits, or claims (other than routine, non-contested claims for benefits) pending or threatened against the Plans, or any administrator or fiduciary thereof, which could result in any liability. Each Plan can be terminated within thirty days, without payment of any additional contribution or amount and, except as otherwise mandated by ERISA, without the vesting or acceleration of any benefits promised by such Plan.

(3) Wilson Creek, each member of the Vendor Group and each ERISA Affiliate has heretofore delivered to the Corsa Entities true and complete copies of all Plan texts and insurance contracts including any amendments thereto (including descriptions of vacation, severance pay, sickness, and separation policies). Wilson Creek has no obligation or liability under any such Plan.

(4) There is and has been no violation of ERISA known to Wilson Creek, any member of the Vendor Group or any ERISA Affiliate with respect to the filing of applicable reports, documents, and notices regarding such Plans with the Secretary of Labor or the Secretary of the Treasury or the furnishing of such documents to the participants or beneficiaries of such Plans and no material adverse change has occurred with respect to the matters covered by such reports, documents, and notices.

(5) Each funded Plan that is a Welfare Plan, the benefits under which are not provided exclusively from the assets of Wilson Creek, a member of the Vendor Group or any ERISA Affiliate or through insurance contracts, is qualified under Section 501(c)(9) or Section 501(c)(17) of the IRC; and the trusts maintained in connection with all such Plans are exempt from tax under Section 501(a) of the IRC. Each insurance contract through which benefits under a Plan are offered provides benefits only for employees and dependents covered under the Plan. Each Plan is maintained by Wilson Creek, a member of the Vendor Group or any ERISA Affiliate under a plan document which does not provide for other participating employers except for Wilson Creek, a member of the Vendor Group or any ERISA Affiliate.

(6) None of Wilson Creek, any member of the Vendor Group, or any ERISA Affiliate, either currently or at any time in the past, maintains or maintained, contributes or contributed to, sponsors or sponsored or otherwise has any liability or obligation with respect to a multiemployer plan as defined in Section 3(37) of ERISA or a Pension Plan subject to Title IV of ERISA.

(7) None of Wilson Creek, any member of the Vendor Group, or any ERISA Affiliate, nor any of their employees, members, managers, shareholders, or directors have engaged in any transaction in connection with which any of them would be subject either to a civil penalty assessed pursuant to Section 502 of ERISA or a tax imposed by Section 4975 of the IRC. The execution and performance of this Agreement will not involve any prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the IRC.

(8) Full payment as of the closing date of the Merger has been fully made or adequately provided for on the books and reflected on the Statement of Assets and Liabilities with respect to: (A) all amounts and premiums which Wilson Creek, any member of the Vendor Group and any ERISA Affiliate are required, under the terms of all Plans, to have paid as contributions to such Plans as of the last day of the most recent fiscal year prior to the closing date and (B) all pro rata amounts which Wilson Creek, any member of the Vendor Group and any ERISA Affiliate are required to pay as contributions to each such Plan for the fiscal year that includes the closing date of the Merger. As of the closing of the Merger, Wilson Creek, any member of the Vendor Group or any ERISA Affiliate will not have any liability under any Plan that is not reflected and individually identified in the Closing Date Balance Sheet.

(9) The execution and performance of this Agreement will not (A) constitute a stated triggering event under any Plan or employment agreement that will result in any payment (whether of severance pay or otherwise) becoming due to any employee of Wilson Creek, any member of the Vendor Group or any ERISA Affiliate, (B) accelerate the time of payment or vesting or increase the amount of compensation due under any Plan or employment

agreement, (C) cause any individual to accrue or receive additional benefits, service or accelerated rights to payment of benefits under any Plan or employment agreement, or (D) directly or indirectly cause Wilson Creek, any member of the Vendor Group or any ERISA Affiliate to transfer or set aside any assets to fund or otherwise provide for benefits for any individual. There are no contracts or arrangements providing for payments that could subject any person to liability for tax under Section 4999 of the IRC.

(10) None of Wilson Creek, any member of the Vendor Group or any ERISA Affiliate provides, nor have they at any time provided, coverage under any Welfare Plan (including, but not limited to, life insurance, disability, medical, dental, prescription drugs, or accidental death or dismemberment) to any of their retirees, other than any continuation or conversion coverage which any such retiree may have purchased at his or her own expense.

(11) With respect to every group health plan (as defined in Section 5000 of the IRC and Section 607 of ERISA) maintained by or contributed to by Wilson Creek or a member of the Vendor Group, none of Wilson Creek, any member of the Vendor Group nor any of their officers, directors, employees or agents has engaged in any action or failed to act in such a manner that, as a result of such act: (A) the ability of Wilson Creek to deduct contributions to such a plan would be materially impaired, or (B) the ability of any employee of Wilson Creek to exclude from income for federal income tax purposes employer-provided benefits under such a plan would be materially impaired. None of Wilson Creek, any member of the Vendor Group or any of their officers, directors, employees or agents has engaged in any action or failed to act in any manner that would subject Wilson Creek to liability under the Medicare Secondary Payor Provisions of Section 1862(b) of the *Social Security Act*, Section 5000 of the IRC or the *Health Insurance Portability and Accountability Act of 1996* and the rules and regulations promulgated thereunder.

(12) There have been no statements, either written or oral, or communications made or materials provided to any employee or former employee of Wilson Creek, any member of the Vendor Group or any ERISA Affiliate by any person that provide for or could be construed as a contract or promise by Wilson Creek, any member of the Vendor Group or any ERISA Affiliate to provide for any pension, welfare, or other insurance-type benefits to any such employee or former employee, whether before or after retirement, other than benefits under the Plans.

(13) None of Wilson Creek or any member of the Vendor Group provide any benefits to its employees through a "multiple employer welfare arrangement," as defined in Section 3(40)(A) of ERISA.

2.14 COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS.

(1) Except as set out in the Merger Agreement, Wilson Creek is, and the members of the Vendor Group were when they last owned any of the Assets, in compliance with all Legal Requirements that are applicable to it or to the conduct or operation of its Business or the ownership or use of any of its assets, including each Environmental Law and Mine Safety and Health Law applicable to Mining Activities including any investigatory, remedial or corrective obligations that would result in closure, suspension or restriction of any Mining Activities; and

(2) Except as set out in the Merger Agreement, to the knowledge of Wilson Creek, no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) is likely to constitute or result in a violation by Wilson Creek or any member of the Vendor Group of, or a failure on the part of Wilson Creek or any member of the Vendor Group to comply with, any material Legal Requirement, or (B) is likely to give rise to any obligation on the part of Wilson Creek to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(3) The Merger Agreement contains a complete and accurate list of each Mining Authorization that is held by Wilson Creek or that otherwise relates to or required in respect of the Business, the Assets or to any of the assets owned, used or to be used, by Wilson Creek under the terms of any Contract listed in the Merger Agreement. Each Mining Authorization listed in the Merger Agreement is valid and in full force and effect:

(a) Wilson Creek and each member of the Vendor Group is in compliance in all material respects with all of the terms and requirements of each Mining Authorization identified in the Merger Agreement and applicable to Wilson Creek, including, with respect to commencement, conduct, completion and maintenance of all reclamation necessitated by its Mining Activities, and is in compliance in all material respects with its mining plans for so doing submitted to the Commonwealth of Pennsylvania, MSHA, Army Corps of Engineers, and OSM;

(b) No event has occurred or circumstance exists that is likely to (with or without notice or lapse of time) (a) constitute or result directly or indirectly in a material violation of or a failure to comply with any term or requirement of any Governmental Authorization listed in the Merger Agreement, or (b) result directly or indirectly in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any Governmental Authorization listed in the Merger Agreement; except for normal expirations of Mining Authorizations.

(c) The Mining Authorizations listed in the Merger Agreement collectively constitute all of the Mining Authorizations necessary to permit Wilson Creek to lawfully conduct and operate its Business and to permit Wilson Creek to own or use the Assets.

(4) Except as set forth in the Merger Agreement, and the O&C Matters, the execution, delivery and performance by Wilson Creek of this Agreement to complete the Merger and consummation of the Transactions (A) will not require any action by or in respect of, or any Consent from, any Governmental Body, (B) will not give any Governmental Body the right to challenge the Merger, or any portion thereof, or exercise any remedy or obtain any relief under any Legal Requirement to which Wilson Creek is subject, and (C) will not contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, or terminate any Governmental Authorization that is held by Wilson Creek or that otherwise relates to Wilson Creek or its Business.

(5) There are no applications for Mining Authorizations in the name of Wilson Creek, or that otherwise relate to the Business, the Assets, or to any of the assets owned or used by, Wilson Creek, other than those set forth in the Merger Agreement (the "**Mining Authorization Applications**"). The Merger Agreement sets out the status of each Mining Authorization Application. No application for Mining Authorizations other than the Mining Authorization Applications or as set out in the Merger Agreement are required in connection with the transfers of the Assets by members of the Vendor Group to Wilson Creek or in connection with the Merger. Wilson Creek is not aware of any fact or circumstances which would result in a denial or deferral of any of the Mining Authorization Applications.

(6) All deposits, letters of credit, guarantees, indemnities, trust funds, bid bonds, performance bonds, reclamation bonds and surety bonds (and all such similar undertakings) required to be posted in connection with its operations, including those necessary to secure the performance of Wilson Creek's reclamation or other obligations pursuant to, in connection with or as a condition of, the Governmental Authorizations, including the Mining Authorizations listed in the Merger Agreement (collectively, the "**Company Surety Bonds**"). The Company Surety Bonds are in the legally required amounts. All of the Company Surety Bonds and their amounts are listed in the Merger Agreement.

(7) Neither Wilson Creek nor any member of the Vendor Group, nor any Affiliate of Wilson Creek or the members of the Vendor Group, nor any Person which "owns or controls" Wilson Creek, has been notified in writing or otherwise by OSM or the agency of any state administering SMCRA or any comparable state statute, that it is: (A) ineligible to receive additional Mining Authorizations; or (B) is under investigation to determine whether

their eligibility to receive such Mining Authorizations should be revoked (i.e., "permit blocked"). No facts exist that presently or upon the giving of notice or the lapse of time or otherwise would render Wilson Creek ineligible to receive surface mining permits. As used herein, the terms "owned or controlled" and "owns or controls" shall be defined as set forth in 30 C.F.R. Section 701.5. Wilson Creek is not aware of any fact or circumstances which would result in a denial or deferral of the applications in respect of the Mining Authorizations required as a result of the Merger.

2.15 LEGAL PROCEDURES; ORDERS.

(1) Except as set forth in the Merger Agreement, there is no pending or Threatened Proceeding to which Wilson Creek or any member of the Vendor Group or any of their respective officers or directors (in their capacities as such) is a party or any of their respective properties is subject:

(a) that has been commenced by or against Wilson Creek or that otherwise relates to or may affect the Assets, the Business of, or any of the assets owned or used by, Wilson Creek;

(b) that challenges, or that may have the effect of preventing, delaying or making illegal any of the Transactions;

(c) that is in respect of any Governmental Authorization issued to or required by Wilson Creek; or

(d) that adversely affects or challenges the legality, validity or enforceability of this Agreement.

(2) Copies of all pleadings, correspondence, and other documents relating to each Proceeding listed in the Merger Agreement have been made available to the Agents.

(3) Except as set forth in the Merger Agreement:

(a) there is no Order to which Wilson Creek, the Assets or any of the assets owned or used by Wilson Creek, is subject, including Orders related to any of the Governmental Authorizations;

(b) Wilson Creek is not subject to any Order that relates to the Assets, the Business of or any of the assets owned or used by, Wilson Creek; and

(c) no Selling Member, employee or, agent of Wilson Creek is subject to any Order that prohibits such Selling Member, officer, director, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the Business of Wilson Creek.

(4) Wilson Creek is, and at all times has been, in material compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject;

(a) no event has occurred or circumstance exists that will result in (with or without notice or lapse of time) a material violation of or failure to materially comply with any term or requirement of any Order to which Wilson Creek, or any of the assets owned or used by Wilson Creek, is subject; and

(b) Wilson Creek has not received any written notice or, other communication (whether oral or written) from any Governmental Body or any other Person regarding any material violation of, or material failure to comply with, any term or requirement of any Order to which Wilson Creek, or any of the assets owned or used by Wilson Creek, is or has been subject.

2.16 ABSENCE OF CERTAIN CHANGES AND EVENTS.

(1) Since the date of its formation, Wilson Creek has conducted its Business only in the Ordinary Course of Business, there has not been any:

(a) change in any Wilson Creek's Membership Interests or equity interests; grant of any option or right to purchase Membership Interests or equity interests of Wilson Creek; issuance of any security convertible into such Membership Interests or equity interests; grant of any registration rights; purchase, redemption, retirement, or other acquisition by Wilson Creek of any Membership Interests or equity interests, other than as disclosed in the Statement of Assets and Liabilities or the Merger Agreement;

(b) amendment to the Governing Documents of Wilson Creek;

(c) agreement by Wilson Creek in respect of the payment of any bonuses, salaries, or other compensation to any member, manager, officer, or employee, other than an increase in salary that is consistent with past practice, or entry into any employment, severance, change of control or similar Contract with any member, officer, or employee, other that as set out in the Merger Agreement;

(d) adoption of, or increase in the payments to or benefits, including accelerated vesting, under, any profit sharing, bonus, deferred compensation, savings, insurance, pension, retirement, or other employee benefit plan, contract or arrangement for or with any member(s), manager (s), director(s), officer(s) or employee(s) of Wilson Creek, other that as set out in the Merger Agreement;

(e) material damage to or destruction, loss, revaluation or write-down of any Asset or other asset or property of Wilson Creek, whether or not covered by insurance;

(f) entry into, extension, amendment or termination of, or receipt of notice of termination of any Contract or transaction involving a total remaining commitment by or to Wilson Creek of more than $25,000 other than in the Ordinary Course of Business;

(g) sale (other than sales of inventory in the Ordinary Course of Business), lease, assignment, rent, transfer or other disposition of any material asset or property of Wilson Creek;

(h) cancellation or written waiver of any claims or rights with a value to Wilson Creek in excess of $25,000;

(i) material change in the accounting methods, principles or practices used by Wilson Creek in respect of the preparation of the Statement of Assets and Liabilities;

(j) capital investment in, any loan to, or acquisition of or securities or assets of, any other Person (or series of released capital investments, loans or acquisitions) outside the Ordinary Course of Business;

(k) Encumbrance imposed upon any Asset material asset of Wilson Creek, other than Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010 and as set out in the Merger Agreement;

(l) delay or postponement of the payment of accounts payable beyond the due date of such accounts other than as set out in the Merger Agreement;

(m) collection of receivables, billing of accrued receivables;

(n) material adverse change in the Business, operations, properties, assets, or condition of Wilson Creek taken as a whole;

(o) distribution of Wilson Creek's cash or other assets other than in the Ordinary Course of Business;

(p) agreement (other than this Agreement and any agreement entered into pursuant to this Agreement to consummate the Merger and the Transactions), whether oral or written, by Wilson Creek to do any of the foregoing;

(q) any event, situation or effect (whether or not covered by insurance) that has resulted in, or to the knowledge of Wilson Creek is reasonably likely to result in, a Material Adverse Effect on the Wilson Creek other than as set out in the Merger Agreement;

(r) any change of the identity of its auditors or material alteration of Wilson Creek's method of accounting or accounting practice;

(s) any commencement or settlement of any material actions by Wilson Creek;

(t) any material revaluation by Wilson Creek of any of its assets, including writing down the value of a material amount of capitalized inventory or writing off a material amount of notes or accounts receivable; or

(u) any negotiations, arrangement or commitment by Wilson Creek to take any of the foregoing actions.

2.17 CONTRACTS; NO DEFAULTS.

(1) The Merger Agreement contains a complete and accurate list, and Wilson Creek or members of the Vendor Group have delivered or made available to the Agents true and complete copies (or in the case of oral Contracts, a written summary), of each of the following now in effect, if any:

(a) each Contract for the purchase, sale, processing, preparation, storage and delivery of coal by Wilson Creek or any member of the Vendor Group relating to the Assets;

(b) each Wilson Creek Contract or group of related Wilson Creek Contracts that involves performance of services or delivery of goods or materials by Wilson Creek or of any member of the Vendor Group relating to the Assets of an amount or value in excess of $10,000;

(c) each Wilson Creek Contract or group of related Wilson Creek Contracts that involves performance of services or delivery of goods or materials to Wilson Creek of any member of the Vendor Group relating to the Assets of an amount or value in excess of $10,000;

(d) each Wilson Creek Contract that was not entered into in the Ordinary Course of Business;

(e) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, the Assets or any real or personal property owned or controlled by Wilson Creek (except personal property leases and

installment and conditional sales agreements having a value per item or aggregate payments of less than $10,000 and with terms of less than one (1) year);

(f) each licensing agreement or other Contract with respect to patents, trademarks, copyrights, or other intellectual property, including agreements with current or former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any of the Intellectual Property Assets;

(g) each collective bargaining agreement and other Contract to or with any labor union or other employee representative of a group of employees;

(h) each joint venture, partnership, and other Contract (however named) involving a sharing of profits, losses, costs, or liabilities by Wilson Creek with any other Person;

(i) each Contract containing covenants that in any way purport to restrict the Business of Wilson Creek or limit Wilson Creek's freedom to engage in any line of business or to compete with any Person;

(j) each Contract providing for payments or commissions to or by any Person based on sales, purchases, or profits of Wilson Creek;

(k) each Contract that contains or provides for an express undertaking by Wilson Creek to be responsible for consequential damages;

(l) each Contract for capital expenditures in excess of $10,000 in any twelve (12) month period;

(m) each written warranty, guaranty, and/or other similar undertaking with respect to contractual performance extended by Wilson Creek;

(n) each Contract with respect to any hedging, swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions;

(o) all outstanding standby letters of credit, guarantees, subordination agreements and indemnity agreements under which Wilson Creek may become liable for or obligated to discharge, or any asset of Wilson Creek is or may become subject to the satisfaction of, any indebtedness, obligations, performance or undertaking of other

Persons involving the potential expenditure by Wilson Creek after the date of this Agreement of more than $10,000 in any instance (or any such guarantee, subordination agreement or indemnity agreement involving the potential aggregate expenditure by Wilson Creek of more than $10,000);

(p) all Employment Contracts of Wilson Creek;

(q) any Contract or agreement for the payment or receipt of license fees, commissions or royalties to or from any Person anticipated to be in excess of $10,000 individually or on an annual basis (or any such Contract or agreement providing for aggregate payments to or from any Person anticipated to be in excess of $10,000);

(r) any Contract pursuant to which Wilson Creek is eligible to receive rebates, profit sharing, discounts, credits or similar consideration in respect of coal mined or shipped;

(s) coal sales agency, broker or representative agreements or commitments authorizing any Person to act as agent, broker or representative for the marketing, purchase or sale of any coal or coal product or to otherwise represent Wilson Creek in connection with the purchase, marketing or sale of any coal or coal product;

(t) processing, storage, loading or transloading agreements or other agreements or commitments pursuant to which Wilson Creek utilizes or is obligated to utilize, or has a right to acquire, any preparation plant, stockpile area, crushing plant, screening plant, tipple, processing facility, rail car or unit train loading facility, barge loading facility or other installation or facility owned, leased or used by it to process, wash, crush, grade, screen, store, load, transload or ship coal, or any Contract pursuant to which any third party utilizes or is obligated to utilize any preparation plant, stockpile area, crushing plant, screening plant, tipple, processing facility, rail car or unit train facility, barge loading facility or other installation or facility owned, leased or used by such third party to process, wash, crush, grade, screen, store, load, transload or ship coal for Wilson Creek;

(u) each Contract or commitment for the provision of mine rescue team services;

(v) any “wheelage” agreements;

(w) any “overriding royalty” agreements other than the Royalty Agreement, or as listed in the Merger Agreement;

(x) any indemnity obligations with regard to bonds for Mining Authorizations;

(y) any agreement not identified in sub-clauses A through X above that would be considered a material contract with respect to Item 6.01(b) of Regulation S-K promulgated under the *Securities Act* (if such requirement were applicable to Wilson Creek);

(z) each amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

(2) Other than as set forth in the Merger Agreement:

(a) No member of the Vendor Group has or may acquire any rights under, and has or may become subject to, any obligation or liability under, any Contract that relates to the Business of, or any of the assets owned or used by, Wilson Creek; and

(b) No employee of Wilson Creek is bound by any Contract that purports to limit the ability of such employee to (a) engage in or continue any conduct, activity, or practice relating to the Assets, the Business of Wilson Creek, or (b) assign to Wilson Creek or to any other Person any rights to any invention, improvement, or discovery.

(3) Each Contract identified or required to be identified in the Merger Agreement, is in full force and effect and is valid and enforceable in accordance with its terms except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally, and by general equitable principles.

(4) Wilson Creek is in material compliance with all applicable terms and requirements of each Wilson Creek Contract, other than as set out in the Merger Agreement in respect of the●[1] Contract; and

(5) To the knowledge of Wilson Creek, each other Person that has any obligation or liability under any Wilson Creek Contract is in compliance with all applicable material terms and requirements of such Wilson Creek Contract; and

(6) To the knowledge of Wilson Creek, no facts or circumstances exist which, with notice or the passage of time, would result in a material violation or breach of, or provide a valid basis to declare a default under or terminate, any Wilson Creek Contract.

(7) The Merger Agreement contains a complete and accurate list, and Wilson Creek has delivered or made available to the Agents true and complete

[1] Name of contract intentionally omitted.

copies, of each power of attorney relating to the Business that is currently effective and outstanding.

(8) There are no outstanding rights to renegotiate any amounts paid or payable to Wilson Creek in an amount individually in excess of $10,000, or in the aggregate exceeding $25,000, under current or completed Wilson Creek Contracts.

(9) The Contracts relating to the sale or provision of products or services by Wilson Creek have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is in violation of any Legal Requirement.

2.18 INSURANCE – WILSON CREEK.

(1) The Merger Agreement lists the policies of insurance to which Wilson Creek is a party or pursuant to which the Assets are insured or under which Wilson Creek, or any director of Wilson Creek, is covered and which are in force for the current policy year. The Corsa Entities have been provided with:

(a) true and complete copies of all policies of insurance to which Wilson Creek is a party and under which Wilson Creek, or any director of Wilson Creek, is or has been covered at any time within the three (3) policy years preceding the date of this Agreement; and

(b) any statement by any auditor of Wilson Creek or of any member of the Vendor Group with regard to the adequacy of such entity's coverage or of the reserves for claims.

(2) The Merger Agreement describes:

(a) any insurance arrangement by or affecting Wilson Creek or the Assets, including any reserves established thereunder;

(b) any Contract or arrangement, other than a policy of insurance or a disclosed Wilson Creek Contract, for the transfer or sharing of any risk by Wilson Creek; and

(c) all obligations of Wilson Creek to third parties, other than pursuant to a disclosed Wilson Creek Contract, with respect to insurance (including obligations under leases and service agreements) and identifies the policy under which such coverage is provided.

(3) The Merger Agreement sets forth, for the current policy year a summary of the loss experience under each policy.

(4) Except as set forth in the Merger Agreement, all policies to which Wilson Creek is a party or that provide coverage to Wilson Creek:

(a) are valid, outstanding, and enforceable;

(b) are issued by an insurer that is financially sound and reputable;

(c) are sufficient for compliance with all Legal Requirements and Wilson Creek Contracts; and

(d) do not provide for any retroactive premium adjustment or other experienced-based liability on the part of Wilson Creek other than workers compensation insurance.

(5) Wilson Creek has not received and has no knowledge of any member of the Vendor Group receiving (A) any refusal of insurance coverage of Wilson Creek or any notice that a defense will be afforded with a reservation of rights that is likely to lead to a denial of coverage, or (B) any notice of cancellation or any other indication that any currently effective insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any such policy is not willing or able to perform its obligations thereunder.

(6) Wilson Creek has paid, or caused to be paid, all premiums due, and, have otherwise performed all of its obligations, under each policy to which Wilson Creek is a party or that provides coverage to Wilson Creek.

(7) Wilson Creek has given notice to the insurer of all known claims that may be insured thereby.

2.19 ENVIRONMENTAL MATTERS.

(1) Except as disclosed in the Merger Agreement, Wilson Creek is, and to the knowledge of Wilson Creek, the members of the Vendor Group were when they last owned, occupied or controlled any of the Assets, in compliance in all material respects with and is not in violation of or liable under, any Environmental Law. Neither Wilson Creek nor to the knowledge of Wilson Creek, any member of the Vendor Group, nor any other Person for whose conduct they are or may be held to be responsible has received any actual or, Threatened Order, written notice, or, other communication (whether written or oral) from (A) any Governmental Body, or (B) the current or prior owner, occupant or operator of any Facilities or Mining Activities, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or Mining Activities or any other properties or assets (whether real, personal, or mixed) in which Wilson Creek has an interest or any other properties or assets (whether real, personal, or mixed) forming part of the

Business and in which any member of the Vendor Group has had an interest.

(2) Except as disclosed in the Merger Agreement, there are no pending or, Threatened material claims, Encumbrances, or other restrictions of any nature, resulting from any Environmental, Health, and Safety Liabilities or arising under or pursuant to any Environmental Law, with respect to or affecting any of the Facilities or any other properties and assets (whether real, personal, or mixed) in which Wilson Creek has or had an interest other than under the Mining Authorizations and other Governmental Authorizations.

(3) Except as disclosed in the Merger Agreement, neither Wilson Creek, nor to the knowledge of Wilson Creek, any member of the Vendor Group nor any other Person for whose conduct they are or may be held responsible has received any written citation, directive, inquiry, notice, Order, summons, or warning, that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which Wilson Creek has an interest, or with respect to any property or facility to which Hazardous Materials generated, manufactured, refined, transferred, imported, used, or processed by Wilson Creek, or any other Person for whose conduct they are or may be held responsible, have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(4) Except as disclosed in the Merger Agreement, neither Wilson Creek nor, to the knowledge of Wilson Creek, any other Person for whose conduct it is or may be held responsible, has any Environmental, Health, and Safety Liabilities with respect to the Facilities or with respect to any other properties and assets (whether real, personal, or mixed) in which Wilson Creek (or any predecessor), has or had an interest.

(5) Except as disclosed in the Merger Agreement, neither Wilson Creek nor any other Person for whose conduct it is or may be held responsible have placed Hazardous Materials on or in the Environment at the Facilities and there are no Hazardous Materials present on or in the Environment at the Facilities, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Facilities or such adjoining property, or incorporated into any structure therein or thereon. Neither Wilson Creek nor, to the knowledge of Wilson Creek, any other Person for whose conduct they are or may be held responsible, has permitted or conducted, or is aware of, any Hazardous

Activity conducted with respect to the Facilities or any other properties or assets (whether real, personal, or mixed) in which Wilson Creek, or to the knowledge of Wilson Creek, the Selling Members, has or had an interest.

(6) Except as disclosed in the Merger Agreement, there has been no Release or, Threat of Release, of any Hazardous Materials at or from the Facilities, or from or by any other properties and assets (whether real, personal, or mixed) in which Wilson Creek or the Vendor Group has or had an interest and which form part of the Assets.

(7) Wilson Creek has delivered or made available to the Agents true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by the Vendor Group or Wilson Creek pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Facilities, or concerning compliance by Wilson Creek, or any other Person for whose conduct Wilson Creek is or may be held responsible, with Environmental Laws.

2.20 EMPLOYEES – WILSON CREEK.

(1) No key employee or group of employees has informed Wilson Creek, either orally or in writing, of any plans to terminate their employment with Wilson Creek generally or as a result of the Transactions or otherwise.

(2) Wilson Creek is not a party to or bound by any collective bargaining agreement.

(3) Wilson Creek has no knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of Wilson Creek. Wilson Creek is not engaged in any unfair labor practice and there is (A) no unfair labor practice charge or complaint pending against Wilson Creek or, to the knowledge of Wilson Creek, Threatened against Wilson Creek before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against Wilson Creek, or to the knowledge of Wilson Creek, so Threatened, (B) no strike, labor dispute, slow down or work stoppage pending against Wilson Creek or, to the knowledge of Wilson Creek, Threatened against Wilson Creek, and (C) no union representation question, petition or proceeding existing with respect to the employees of Wilson Creek.

(4) The Merger Agreement sets forth the following: a true, complete and accurate list of each employee, independent contractor, director or consultant of Wilson Creek, his or her date(s) of hire by Wilson Creek, position and title (if any), current rate of compensation (including bonuses, commissions and incentive compensation, if any), and in the case of an employee, whether such employee is hourly or salaried, whether such

employee is exempt or non-exempt, the number of such employee's accrued sick days and vacation days, whether such employee is absent from active employment and, if so, the date such employee became inactive, the reason for such inactive status and, if applicable, the anticipated date of return to active employment. Except as disclosed in the Merger Agreement, Wilson Creek has no unsatisfied liability to any previously terminated employee or independent contractor. Wilson Creek has disclosed all written employee handbooks, policies, programs and arrangements to the Corsa Entities.

(5) All persons employed by Wilson Creek are employees at will or otherwise employed such that Wilson Creek may lawfully terminate their employment at any time, with or without cause, without creating any material cause of action against Wilson Creek or otherwise giving rise to any material liability of Wilson Creek for wrongful discharge, breach of contract or tort or any other similar cause at law or in equity. A true and correct copy of any form of non-competition, non- solicitation or confidentiality agreement currently in force with any of the employees or consultants of Wilson Creek, and any material variances therefrom, has been delivered to the Corsa Entities.

(6) Wilson Creek has complied in all material respects with all applicable Legal Requirement relating to labor, labor relations or employment, including any provisions thereof relating to equal employment opportunity, wages, hours, overtime regulation, employee safety, workers' compensation, immigration control, drug testing, termination pay, vacation pay, fringe benefits, collective bargaining and the payment and/or accrual of the same and all taxes, insurance and all other costs and expenses applicable thereto, and Wilson Creek is not liable for any arrearage, or any taxes, costs or penalties for failure to comply with any of the foregoing. No material COBRA or other state insurance continuation law violation exists or will exist with respect to any employees of Wilson Creek prior to and including the closing date in respect of the Merger, nor will any such violation occur as a result of the Transactions. As of the closing date in respect of the Merger, Wilson Creek will not be, nor has Wilson Creek ever been, an enterprise subject to the Worker Adjustment and *Retraining Notification Act* or any similar state law (collectively referred to as "**WARN**") and Wilson Creek will not incur, nor will Wilson Creek ever have incurred, liabilities, penalties or other charges under WARN.

(7) Each person whom Wilson Creek has retained as an independent contractor qualifies or qualified as an independent contractor and not as an employee of Wilson Creek under the IRC and all applicable state laws. Neither the execution of this Agreement nor the consummation of the Transactions shall cause Wilson Creek to be in breach of any agreement with any employee, contractor or consultant or cause Wilson Creek to be liable to pay any severance or other amount to any employee, contractor or consultant of Wilson Creek.

(8) No charge or complaint of employment discrimination or other similar charge or complaint has been made against Wilson Creek during the last three (3) years, or is pending or, to the knowledge of Wilson Creek, Threatened, nor does Wilson Creek know of any basis for any such allegation, charge or complaint.

2.21 INTELLECTUAL PROPERTY.

Set forth in the Merger Agreement is a list and brief description of all domestic and foreign patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and copyrights, and all applications for such which are in the process of being prepared, owned by or registered in the name of Wilson Creek. Wilson Creek exclusively owns or possesses free and clear of any Encumbrances, other than Permitted Encumbrances, all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and copyrights set forth in the Merger Agreement. Additionally, Wilson Creek has validly licensed or otherwise has the right to use all manufacturing processes, formulae, trade secrets, customer lists and know how (collectively, the "**Intellectual Property Assets**"), necessary or appropriate to the conduct of its Business as conducted. No claim is pending or, Threatened to the effect that the operations of Wilson Creek infringe upon, misappropriate or conflict with the rights of any other Person, and there is no valid basis for any such claim (whether or not pending or Threatened). No claim is pending or, Threatened to the effect that any such Intellectual Property Assets owned or licensed by Wilson Creek, or which Wilson Creek otherwise has the right to use, is invalid or unenforceable by Wilson Creek, and, there is no basis for any such claim (whether or not pending or Threatened).

2.22 CERTAIN PAYMENTS; GRANTS AND ALLOWANCES – WILSON CREEK.

Neither Wilson Creek nor any member of the Vendor Group, manager, officer, agent, or employee of Wilson Creek, nor any other Person (excluding the Corsa Entities and its Related Persons) associated with or acting for or on behalf of Wilson Creek or relating to any of the Assets or the Business, (i) has directly or indirectly made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (A) to obtain favorable treatment in securing business, (B) to pay for favorable treatment for business secured, (C) to obtain special concessions or for special concessions already obtained, for or in respect of Wilson Creek, the Assets or any Related Person of Wilson Creek, or (D) in violation of any Legal Requirement; has directly or indirectly established or maintained any fund or asset that has not been recorded in the books and records of Wilson Creek; (iii) has violated or is in violation of any provision of the *U.S. Foreign Corrupt Practices Act of 1977*, as amended, and the rules and regulations thereunder; and (iv) is currently identified on the specially designated nationals or other blocked person list or otherwise currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury ("**OFAC**"); and Wilson Creek has not, directly or indirectly, used any funds, or loaned, contributed or otherwise made available such funds to any Subsidiary, joint venture partner or other Person, in

connection with any sales or operations in China, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any Person currently subject to, or otherwise in violation of, any U.S. sanctions administered by OFAC. Wilson Creek has not received any grant, allowance, aid or subsidy from any Governmental Body during the last five (5) years that is currently due and owing as a result of any act or failure to act by Wilson Creek or that would become due and owing as a result of the Merger.

2.23 CUSTOMERS AND SUPPLIERS – WILSON CREEK.

The Merger Agreement contains a list of all coal purchasing customers of Wilson Creek for 2010 and a list of the top five (5) suppliers of Wilson Creek as a group or Vendor Group as it relates to the Assets (determined on the basis of cost to Wilson Creek or Vendor Group as it relates to the Assets or items or services purchased by Wilson Creek) for 2010.

2.24 ENTIRE BUSINESS.

Except as listed in the Merger Agreement, Wilson Creek owns, or has valid leasehold interests in and rights under Contracts regarding, all the assets and properties (real or personal) necessary for the conduct of the Business of Wilson Creek as currently conducted, including each of the Assets. The Merger Agreement contains a list of each such leasehold interest and Contract. Wilson Creek is not engaged in any business, operations, or activities other than the Business.

2.25 SOLVENCY.

Wilson Creek has not currently stopped or suspended payment of its Debts, or is not insolvent in any jurisdiction except under the Taggart Contract. Wilson Creek is not the subject of any pending, rendered or Threatened insolvency proceedings of any character. Wilson Creek has not made an assignment for the benefit of creditors or taken any action with a view to or that would constitute a valid basis for the institution of any such insolvency proceedings.

2.26 RELATIONSHIPS WITH RELATED PERSONS – WILSON CREEK.

Except as set forth in the Merger Agreement, neither the Selling Members nor any Related Person of the Selling Members or of Wilson Creek has any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to the Business of Wilson Creek. Neither the Selling Members nor any Related Person of the Selling Members own (of record or as a beneficial owner) an equity interest or any other financial or profit interest in, a Person that has business dealings or a material financial interest in any transaction with Wilson Creek. Except as set forth in the Merger Agreement, neither the members of the Vendor Group nor any Related Person of the members of the Vendor Group or of Wilson Creek is a party to any Contract with, or has any claim or right against, Wilson Creek. Except as set forth in the Merger Agreement, there are no outstanding loans by Wilson Creek to the members of the Vendor Group or any Related Person of the members of the Vendor Group. Except as

set forth in the Merger Agreement, neither the members of the Vendor Group nor any Related Person of the members of the Vendor Group provide any services to Wilson Creek. To the extent not addressed above, except as set forth in the Merger Agreement, none of such Persons is a party directly or indirectly, to any transaction with any such counterparty that would be required to be disclosed under Rule 404(a) of Regulation S-K (if such requirement were applicable to Wilson Creek).

2.27 BROKERS OR FINDERS.

Except as disclosed in the Merger Agreement, neither Wilson Creek nor the Selling Members nor their respective managers, officers and agents have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the Transactions.

2.28 ROYALTY AGREEMENT.

Other than pursuant to the Royalty Agreement, this Agreement, the Liabilities, Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010 and the leases set out in the Merger Agreement, no Person has any interest in any of Wilson Creek's assets or Business or a right to receive any payment in respect thereto.

2.29 RESOURCES AND RESERVES; TECHNICAL REPORTS.

To the best of Wilson Creek's knowledge, after due inquiry, the Merger Agreement sets out the resources and reserves of metallurgical and thermal coal attributable to the Assets determined in accordance with National Instrument 43-101 of the Canadian Securities Administrators – Standards of Disclosure for Mineral Projects ("**NI 43-101**") and disclosed in accordance with the categories permitted by NI 43-101. Wilson Creek has no reason to believe that such reserves and resources will be less or otherwise not correspond to the scientific and technical data to be included in the technical reports (the "**Technical Reports**") to be prepared by an independent qualified person retained on behalf of Wilson Creek in respect of the material properties forming part of its Assets in accordance with NI 43-101**.** The Agents acknowledge that given the nature of resource and reserve calculation and estimation, the representation and warranty in this Section 3.31 is not an assurance as to the ability of Wilson Creek to realize the quantities of reserves or resources referenced in the Merger Agreement.

2.30 CONTRACT MINERS.

Except as set forth in the Merger Agreement with respect to each contract miner or operator now engaged by Wilson Creek or Svonavec, (each a "**Contractor**" and collectively "**Contractors**"):

(1) No Contractor has mined any coal in its capacity as a contractor for Wilson Creek or for any member of the Vendor Group relating to the Assets that it

didn't have the right to mine or mined any coal in such a fashion as to give rise to any bona fide claim for loss, waste or trespass;

(2) All current obligations as a contractor for Wilson Creek or for any member of the Vendor Group relating to the Assets have been conducted in substantial compliance with each Legal Requirement that is applicable to it;

(3) No Contractor is in default of its contract(s) with Wilson Creek in any material respect;

(4) Each Contractor has, in connection with its operations as a contractor for Wilson Creek, maintained all insurance required by any state or federal statute or regulation, including workers' compensation insurance; and

(5) Each Contractor has, in connection with its operations as a contractor for Wilson Creek, acquired and maintained all Governmental Authorizations required for such operations.

2.31 INVESTMENT COMPANY.

Wilson Creek is not required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the *Investment Company Act*.

2.32 WASH PLANT AND REFUSE SITE.

Other than as described in the Merger Agreement, Wilson Creek has obtained all Consents (including any Mining Authorizations, if applicable) required for the construction and operation of the Wash Plant and Refuse Site. Wilson Creek is the owner in fee simple with good and marketable title to the land described in the Merger Agreement in respect of the Wash Plant and Refuse Site, subject to no Encumbrances, other than Permitted Encumbrances and the security interest granted by Wilson Creek in favour of Corsa and which Corsa in turn granted in favour of the holders of the debenture issued on September 24, 2010.

2.33 ●[1] MINE.

All agreements relating to the lease, access and operation relating to the property described as the "●[1] Mine" in the Merger Agreement are set out in the Merger Agreement, and such agreements represent enforceable obligations of Svonavec.

2.34 COAL PURCHASE AGREEMENTS.

The Merger Agreement contains a true and complete summary of the coal purchase agreements between ARJ Construction and Wilson Creek and copies of such

[1] Name of mine intentionally omitted.

agreements have been provided to Corsa and such agreements remain in effect in accordance with their terms as at the date hereof. The Merger Agreement sets out the other coal purchase agreements which Wilson Creek proposes to enter into prior to the closing date in respect of the Merger.

2.35 ROYALTY AGREEMENT.

The representations and warranties contained in the Royalty Agreement and provided for the benefit of Wilson Creek under the terms of Royalty Agreement are accurate in all respects and have not been breached. The covenants provided for the benefit of Wilson Creek under the terms of the Royalty Agreement are obligations of Svonavec enforceable by Wilson Creek in accordance with the terms of the Royalty Agreement.

SCHEDULE "D-3"

REPRESENTATIONS AND WARRANTIES OF CORSA

3.1 ORGANIZATION.

Each of the Corsa Entities is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its businesses as now being conducted, except where the failure to have such power or authority would not prevent or materially delay the consummation of the Merger. Each of the Corsa Entities delivered to the Agents copies of their respective Governing Documents in effect as of the date of this Agreement.

3.2 AUTHORITY.

Each of the Corsa Entities has all necessary power and authority to execute and deliver this Agreement and the Merger Agreement and, subject to receiving the approvals of the shareholders of Corsa and of Parent as the sole member of Merger Sub, to consummate the Merger and the transactions contemplated thereby. The execution and delivery of this Agreement and the Merger Agreement and the consummation of the Merger and the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Corsa Entities and no other proceeding on the part of the Corsa Entities is necessary to authorize this Agreement and the Merger Agreement or to consummate the Merger or the transactions contemplated hereby and thereby other than the approval of the shareholders of Corsa and of Parent as the sole member of Merger Sub in respect of the Merger. The board of directors of Corsa has duly approved the Offering, the Merger, the execution and delivery of this Agreement and the Merger Agreement, the performance by Corsa of its obligations hereunder and thereunder, and the consummation of the Transactions. The Merger Agreement has been duly and validly executed and delivered by each of the Corsa Entities and constitutes a valid, legal and binding agreement of each of the Corsa Entities, enforceable against each of Parent and Merger Sub in accordance with its terms, and this Agreement has been duly and validly executed and delivered by Corsa and constitutes a valid, legal and binding agreement of Corsa, enforceable against Corsa in accordance with its terms, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

3.3 CONSENTS AND APPROVALS; NO VIOLATIONS.

(1) No notice to, filing with, or authorization, consent or approval of any Governmental Body is necessary for the execution, delivery or performance of this Agreement or the Merger Agreement by the Corsa Entities or the consummation by Corsa of the Offering or by the Corsa Entities of the transactions contemplated by the Merger Agreement, except for (i) the filing of the certificate of merger, and (ii) those set forth in the Merger

Agreement. Neither the execution, delivery and performance of this Agreement by Corsa or the Merger Agreement by the Corsa Entities nor the consummation by Corsa of the Offering by the Corsa Entities of the transactions contemplated by the Merger Agreement will (with or without notice or lapse of time) (A) conflict with or result in any breach of any provision of the Corsa Entities' Governing Documents or any resolution adopted by the board of directors or shareholders of any Corsa Entity, (B) except as set forth in the Merger Agreement, result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which and of the Corsa Entities is a party or by which any of them or any of their respective properties or assets may be bound, (C) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any material Governmental Authorization that is held by any of the Corsa Entities or that otherwise relates to the Business of, or any of the assets owned or used by, any of the Corsa Entities; (D) contravene, conflict with, or result in a violation or breach of any provision of or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, or result in the loss of any material benefit under, any Contract; or (E) result in the imposition or creation of any Encumbrance upon or with respect to any of the assets owned or used by any of the Corsa Entities.

(2) Except as set out in the Merger Agreement, none of the Corsa Entities is or will be required to give any notice to or obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the Merger Agreement or the consummation of Offering or the Merger or performance of any of the Transactions.

3.4 PARENT ACTIVITIES.

Parent will be organized solely for the sole purpose of entering into the Merger Agreement and consummating the Transactions and shall not engage in any activities or business, and shall not incur any liabilities or obligations whatsoever, in each case, other than those incident to its organization and the execution of the Merger Agreement and the consummation of the Merger and the Transactions.

3.5 MERGER SUB ACTIVITIES.

Merger Sub will be organized solely for the sole purpose of entering into the Merger Agreement and consummating the Transactions and shall not engage in any activities or business, and shall not incur any liabilities or obligations whatsoever, in each case, other

than those incident to its organization and the execution of the Merger Agreement and the consummation of the Merger and the Transactions.

3.6 CAPITALIZATION.

Corsa is authorized to issue an unlimited number of Common Shares. As at the date hereof, there are outstanding, 20,271,767 Common Shares outstanding as well as options to acquire Common Shares which entitle the holders thereof to acquire an aggregate of 1,149,500 Common Shares and common share purchase warrants to purchase 2,020,000 Common Shares.

3.7 RIGHTS TO ACQUIRE FURTHER SECURITIES OF THE CORSA ENTITIES.

Other than pursuant to this Agreement, the Subscription Receipts and those options and warrants referred to in Section 3.6 and as otherwise disclosed in the CSA Documents and in the Merger Agreement, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from Corsa of any interest in any Common Shares or securities or for the issue or allotment of any unissued shares in the capital of the Corsa Entities or Corsa Coal Pennsylvania Inc. or any other security convertible into or exchangeable for Common Shares or securities in the capital of the Corsa Entities or Corsa Coal Pennsylvania Inc., including, Membership Interests or Preferred Interests .

3.8 FINANCIAL STATEMENTS.

(1) The financial statements of Corsa for the annual period ended November 30, 2009 and the notes thereto present fairly, in all material respects, the financial position of Corsa as at such date, and did not omit to state any material fact that was required by applicable Legal Requirements to be stated or reflected therein or which was necessary to make the statements contained therein not misleading.

(2) The financial statements of Corsa for the interim period ended May 31, 2010 and the notes thereto present fairly, in all material respects, other than with respect to the cash position of Corsa the financial position of Corsa as at such date, and did not omit to state any material fact that was required by applicable Legal Requirements to be stated or reflected therein or which was necessary to make the statements contained therein not misleading.

(3) There are no Off Balance Sheet Arrangements effected by or relating to any of the Corsa Entities.

3.9 SUBSIDIARIES.

Corsa is the registered and beneficial owner of all of the issued and outstanding shares of Parent and Parent is the registered and beneficial owner of all of the issued and outstanding Merger Sub Units. Other than Parent, Merger Sub and Corsa Coal

Pennsylvania, Inc., Corsa has does not have any Subsidiaries, nor does it own, or have any Contract to acquire, any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business. Corsa Coal Pennsylvania, Inc. is a wholly owned subsidiary of Corsa and the financial statements of Corsa for the period ended May 31, 2010 reflect the results of Corsa Coal Pennsylvania, Inc.

3.10 COMPLIANCE WITH CANADIAN SECURITIES REGULATIONS.

(1) Corsa is a reporting issuer, or the equivalent thereof, in the Province of British Columbia, the Province of Alberta and the Province of Ontario (collectively, the "**Reporting Jurisdictions**") and is not currently in default of any requirement of the applicable Canadian Legal Requirements of each of the Reporting Jurisdictions and other regulatory instruments of the securities authorities in such Reporting Jurisdictions and is not subject to any cease trade or other order of any applicable stock exchange or securities regulatory authority and, no investigation or other proceedings involving Corsa which may operate to prevent or restrict trading of any securities of Corsa are currently in progress or pending before any applicable stock exchange or securities regulatory authority, other than any trading halt imposed as a result of the transactions contemplated by this Agreement; the CSA Documents filed by Corsa under applicable Canadian Legal Requirements did not contain any misrepresentation (as such term is defined in the *Securities Act* (Ontario)) as at its date of public dissemination.

(2) All filings and fees required to be made by Corsa, and to be made by any of the Corsa Entities, pursuant to applicable Canadian Legal Requirements have or will be made and paid and such filings were or will be true and accurate as at the respective dates thereof and Corsa has not filed any confidential material change reports.

3.11 BOOKS AND RECORDS.

The books of account, company record books, and other records of the Corsa Entities are complete and correct, and reflect all transactions relevant to such, in all material respects and have been maintained in accordance with sound business practices.

3.12 PERSONAL AND REAL PROPERTIES; TITLE, ENCUMBRANCES.

(1) Personal Property. The CSA Documents accurately summarize all material tangible personal property now owned or leased by Corsa.

(2) Capital Leases. Corsa is not a party to any capital lease and no asset of Corsa is subject to any capital lease, other than as disclosed in the CSA Documents.

(3) Leased Real Property. Corsa has no real property interests in land, including coal, mining and surface rights, leases, options to lease, easements, rights of way and options, including all rights, if any, to timber, and natural gas (including coalbed methane and gob gas), leased or subleased by Corsa from any other Person, other than as disclosed in the CSA Documents.

(4) Owned Real Property. Other than set out in the CSA Documents, Corsa does not have any real property and other interests in land.

3.13 CONDITION AND SUFFICIENCY OF ASSETS.

The tangible personal property of Corsa is sufficient for the conduct of Corsa's business and Corsa has in house all customary support functions for the operation of its business as currently being conducted.

3.14 TAXES.

(1) Corsa has filed or caused to be filed on a timely basis all Tax Returns that are or were required to be filed by or with respect to it, either separately or as a member of a group of entities, pursuant to applicable Legal Requirements. All such Tax Returns were true, correct and complete in all material respects and were prepared in compliance with all applicable Legal Requirements. Corsa is not the beneficiary of any extension of time within which to file any Tax Return. Corsa has paid, or made provision for the payment of, all Taxes, that have or may have become due pursuant to those Tax Returns payable by Corsa (whether or not shown on any Tax Return) or otherwise, or pursuant to any assessment received by Corsa.

(2) No claim has been made by any Governmental Body in a jurisdiction where Corsa does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Encumbrances for Taxes (other than Taxes not yet due and payable) upon any of the assets of Corsa.

(3) No foreign, federal, state, provincial or local Tax audits or administrative or judicial Tax Proceedings are pending or being conducted with respect to Corsa. Corsa has not received from any foreign, federal, state, provincial or local taxing authority (including jurisdictions where Corsa has not filed Tax Returns) any (A) notice indicating an intent to open an audit or other review, (B) request for information related to Tax matters, or (C) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any taxing authority against Corsa. Corsa has not given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of Taxes of Corsa or for which it may be liable.

(4) The charges, accruals, and reserves with respect to Taxes on the books of Corsa are adequate (determined in accordance with Canadian Generally Accepted Accounting Principles) and are at least equal to Corsa's liability for Taxes. There exists no proposed Tax assessment against Corsa except as disclosed in the CSA Documents. All Taxes that Corsa is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(5) Corsa has not deducted any amount in computing its income in a taxation year which may be included in a subsequent taxation year under section 78 of the *Income Tax Act* (Canada) or the similar provisions of a provincial taxing statute.

(6) No circumstances exist which would make Corsa subject to the application of any of section 17 or sections 79 to 80.04 of the *Income Tax Act* (Canada) or the similar provisions of a provincial taxing statute.

(7) Corsa has not acquired property or services from, or disposed of property or provided services to, a person with whom Corsa does not deal at arm's length (within the meaning of the *Income Tax Act* (Canada)) for an amount that is other than the fair market value of such property or services, or has been deemed to have done so for purposes of the *Income Tax Act* (Canada).

(8) Corsa has not made an "excessive eligible dividend election" as defined in subsection 89(1) of the *Income Tax Act* (Canada) in respect of any dividend paid, or deemed by any provision of the *Income Tax Act* (Canada) to have been paid on any class of shares in its capital.

3.15 COMPLIANCE WITH LEGAL REQUIREMENTS; GOVERNMENTAL AUTHORIZATIONS.

(1) Corsa is, in compliance in all material respects with each Legal Requirement that is applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets; and

(2) No event has occurred or circumstance exists that (with or without notice or lapse of time) (a) is likely to constitute or result in a violation by Corsa of, or a failure on the part of Corsa to comply with, any material Legal Requirement, or (b) is likely to give rise to any obligation on the part of Corsa to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(3) Except as set forth in the Merger Agreement, the execution, delivery and performance by Corsa of this Agreement and the Merger Agreement, the completion of the Offering and the Merger and consummation of the Transactions (A) will not require any action by or in respect of, or any

Consent from, any Governmental Body, (B) will not give any Governmental Body the right to challenge the Merger, or any portion thereof, or exercise any remedy or obtain any relief under any Legal Requirement to which Corsa is subject, and (iii) will not contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, or terminate any Governmental Authorization that is held by Corsa or that otherwise relates to Corsa or its business.

3.16 LEGAL PROCEDURES; ORDERS.

(1) Except as set forth in the CSA Documents, there is no pending Proceeding to which Corsa or any of its officers or directors (in their capacities as such) is a party:

(a) that has been commenced by or against Corsa or that otherwise relates to or may affect the business of, or any of the assets owned or used by, Corsa;

(b) that challenges, or that may have the effect of preventing, delaying or making illegal any of the Transactions; or

(c) that is in respect of any Governmental Authorization issued to or required by Corsa; or

(d) that adversely affects or challenges the legality, validity or enforceability of this Agreement.

(2) (a) there is no Order to which Corsa, or any of the assets owned or used by Corsa, is subject, including Orders related to any of the Governmental Authorizations;

(b) no employee or, agent of Corsa is subject to any Order that prohibits such officer, director, agent, or employee from engaging in or continuing any conduct, activity, or practice relating to the business of Corsa.

(3) (a) Corsa is, and at all times has been, in material compliance with all of the terms and requirements of each Order to which it, or any of the assets owned or used by it, is or has been subject;

(b) no event has occurred or circumstance exists that will result in (with or without notice or lapse of time) a material violation of or failure to materially comply with any term or requirement of any Order to which Corsa, or any of the assets owned or used by Corsa, is subject; and

(c) Corsa has not received any written notice or, other communication (whether oral or written) from any Governmental Body or any other Person regarding any material violation of, or material failure to comply with, any term or requirement of any Order to which Corsa, or any of the assets owned or used by Corsa, is or has been subject.

3.17 ABSENCE OF CERTAIN CHANGES AND EVENTS.

Since November 30, 2009, Corsa has conducted its business only in the Ordinary Course of Business and, other than as disclosed in the CSA Documents or in the Merger Agreement, there has not been any material change in its business other than as contemplated by this Agreement and any agreement entered into pursuant to this Agreement to consummate the Merger and the Transactions.

3.18 CONTRACTS; NO DEFAULTS.

(1) All material Contracts to which the Corsa Entities are a party and currently in effect are disclosed in the CSA Documents or otherwise referred to herein and Corsa has made available to the Agents true and complete copies thereof:

(2) Each Contract of Corsa identified or required to be identified in this Section 3.18 (the "**Corsa Contracts**"), is in full force and effect and is valid and enforceable in accordance with its terms except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally, and by general equitable principles.

(a) Corsa is in material compliance with all applicable terms and requirements of each Corsa Contract; and

(b) each other Person that has any obligation or liability under any Contract of Corsa is in compliance with all applicable material terms and requirements of such Corsa Contract; and

(c) no facts or circumstances exist which, with notice or the passage of time, would result in a material violation or breach of, or provide a valid basis to declare a default under or terminate, any Corsa Contract.

(3) The Contracts relating to the sale or provision of products or services by Corsa have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is in violation of any Legal Requirement.

3.19 INSURANCE.

(1) The Merger Agreement lists the policies of insurance to which Corsa is a party or under which a Corsa, or any director of Corsa, is covered and which are in force for the current policy year.

(2) The Merger Agreement sets forth, for the current policy year a summary of the loss experience under each policy.

(3) All policies to which Corsa is a party or that provide coverage to Corsa:

(a) are valid, outstanding, and enforceable;

(b) are issued by an insurer that is financially sound and reputable;

(c) are sufficient for compliance with all Legal Requirements and Wilson Creek Contracts; and

(d) do not provide for any retroactive premium adjustment or other experienced-based liability on the part of Corsa other than workers compensation insurance.

(4) Corsa has not received (A) any refusal of insurance coverage of Corsa or any notice that a defense will be afforded with a reservation of rights that is likely to lead to a denial of coverage, or (B) any notice of cancellation or any other indication that any currently effective insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any such policy is not willing or able to perform its obligations thereunder.

(5) Corsa has paid, or caused to be paid, all premiums due, and, have otherwise performed all of its obligations, under each policy to which Corsa is a party or that provides coverage to Corsa.

(6) Corsa has given notice to the insurer of all known claims that may be insured thereby.

3.20 ENVIRONMENTAL MATTERS.

(1) Corsa is in compliance in all material respects with and is not in violation of or liable under, any Environmental Law. Neither Corsa nor any other Person for whose conduct it is or may be held to be responsible has received any actual or, Threatened Order, written notice, or, other communication (whether written or oral) from any Governmental Body of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or Threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities.

(2) There are no pending or, Threatened material claims, Encumbrances, or other restrictions of any nature, resulting from any Environmental, Health, and Safety Liabilities or arising under or pursuant to any Environmental Law.

(3) Neither Corsa, nor any other Person for whose conduct it is or may be held responsible has received any written citation, directive, inquiry, notice, Order, summons, or warning, that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any properties or assets (whether real, personal, or mixed) in which Corsa has an interest, or with respect to any property or facility to which Hazardous Materials generated, manufactured, refined, transferred, imported, used, or processed by Corsa, or any other Person for whose conduct it is or may be held responsible, have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(4) Neither Corsa nor any other Person for whose conduct it is or may be held responsible, has any Environmental, Health, and Safety Liabilities with respect to any properties and assets (whether real, personal, or mixed) in which Corsa (or any predecessor), has or had an interest.

(5) There has been no Release or, Threat of Release, of any Hazardous Materials at or from or by any properties and assets (whether real, personal, or mixed) in which Corsa has or had an interest.

(6) Corsa has delivered or made available to the Agents true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Corsa pertaining to Hazardous Materials or Hazardous Activities in, on, or under any properties or assets in which Corsa has an interest, or concerning compliance by Corsa, or any other Person for whose conduct Corsa is or may be held responsible, with Environmental Laws.

3.21 EMPLOYEES.

No employee of Corsa is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality or non-competition agreement, that in any way adversely affects or will affect (A) the performance of his duties as an employee, officer or director of Corsa, or (B) the ability of Corsa to conduct its business, including any agreement with Corsa by any such employee, officer or director. Other than as disclosed in the CSA Documents and other than pursuant to contracts entered into or plans adopted in the Ordinary Course of Business, Corsa is not party to or bound by any written contracts in respect of any executive officer of Corsa, former executive officer of

Corsa or consultant (other than consultants engaged in connection with the Transactions) including:

(1) Any written contracts providing for the re-employment of any executive officer; and

(2) Any written bonus, pension, profit sharing, executive compensation, current or deferred compensation incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, phantom stock option, severance or termination pay or retirement or supplementary retirement plans.

3.22 LABOR RELATIONS; COMPLIANCE.

Corsa has not been nor is currently a party to, any collective bargaining or other labor Contract. There has not been, there is not presently pending or existing, and, there is not Threatened, (A) any strike, slowdown, picketing, work stoppage, or employee grievance process, (B) any Proceeding against or affecting Corsa or the assets of Corsa relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with any Governmental Body, organizational activity, or other labor or employment dispute against or affecting Corsa or its premises, or any application for certification of a collective bargaining agent. There is no lockout of any employees by Corsa, and no such action is contemplated by Corsa. Except as reflected in any Proceedings, Corsa has complied in all material respects with all Legal Requirements relating to employment, equal employment opportunity, non-discrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and other applicable Taxes, occupational safety and health, workers compensation and plant closing. Corsa is not liable for the payment of any compensation, damages, Taxes, lines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements. Corsa is in compliance in all material respects with all Workers' Compensation Laws.

3.23 INTELLECTUAL PROPERTY.

No claim is pending or, threatened to the effect that the operations of Corsa infringe upon, misappropriate or conflict with the rights of any other Person, and there is no valid basis for any such claim (whether or not pending or threatened). No claim is pending or, threatened to the effect that any such intellectual property owned or licensed by Corsa, or which Corsa otherwise has the right to use, is invalid or unenforceable by Corsa, and, there is no basis for any such claim (whether or not pending or Threatened).

3.24 CERTAIN PAYMENTS; GRANTS AND ALLOWANCES.

Neither Corsa nor any manager, officer, agent, or employee of Corsa, nor any other Person associated with or acting for or on behalf of Corsa, has directly or indirectly (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money,

property, or services (A) to obtain favorable treatment in securing business, (B) to pay for favorable treatment for business secured, (C) to obtain special concessions or for special concessions already obtained, for or in respect of Corsa or any Related Person of Corsa, or (D) in violation of any Legal Requirement, or (ii) established or maintained any fund or asset that has not been recorded in the books and records of Corsa. Corsa has not received any grant, allowance, aid or subsidy from any Governmental Body during the last five (5) years that is currently due and owing as a result of any act or failure to act by Corsa or that would become due and owing as a result of the Merger.

3.25 SOLVENCY.

Corsa has not currently stopped or suspended payment of its Debts, is not unable to pay its Debts as they become due, or is not otherwise insolvent in any jurisdiction. Corsa is not the subject of any pending, rendered or Threatened insolvency proceedings of any character. Corsa has not made an assignment for the benefit of creditors or taken any action with a view to or that would constitute a valid basis for the institution of any such insolvency proceedings.

3.26 LISTING ON THE TSX-V.

The Common Shares are currently listed and posted for trading on the TSX-V under the trading symbol "**CSO**" and no order ceasing or suspending trading in any securities of Corsa is outstanding and no proceedings for such purpose are pending or, to the best of the knowledge of Corsa, threatened, other than any trading halt imposed as a result of the transactions contemplated by the Merger Agreement. Corsa complies with and will be in compliance with the rules, policies and requirements of the TSX-V, including the minimum listing requirements of the TSX-V following the completion of the Merger and the Transactions.

3.27 BROKERS.

Other than the agents and brokers engaged in connection with the Offering, no broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's, financial advisor's or investment banker's fee or commission in connection with the Merger or the transactions contemplated by this Agreement based upon arrangements made by and on behalf of the Corsa Entities.

3.28 MEMBERSHIP INTERESTS.

Upon completion of the Merger, Parent shall be the record, legal and beneficial owner of, and shall have, good, valid and marketable title to, the Membership Interests, free and clear of any Encumbrances including, voting trusts or agreements, proxies, and marital or community property interests. The Membership Interests represent 100% of the total Membership Interests in Wilson Creek, which represents 100% of the Parent's Membership Interest in Wilson Creek