SCHEDULE C
The Amalgamation Agreement

THIS AMALGAMATION AGREEMENT is made this 12th day of April, 2012.

BETWEEN:

BTU CAPITAL INC., a corporation originally governed by the laws of the Province of British Columbia and continued into Alberta c/o 700 - 401 West Georgia Street, Vancouver, B.C., V6B 5A1 (the "**Corporation**")

OF THE FIRST PART

- and -

SNOWCAP ENERGY INC., a corporation governed by the laws of the Province of Alberta c/o Suite 3000, 700 - 9th Avenue, S.W., Calgary, AB, T2P 3V4 (the "**Acquiror**")

OF THE SECOND PART

AMALGAMATION AGREEMENT

RECITALS:

A. The Corporation and Acquiror have agreed to amalgamate pursuant to the *Business Corporations Act* (Alberta), as amended, and upon the terms and conditions hereinafter set forth;

B. The authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 7,300,001 Common Shares are issued and outstanding, of which such Common Shares will be consolidated on a 4 to 1 basis, pre-amalgamation;

C. The authorized capital of Acquiror consist of an unlimited number of Class "A" common voting, Class "B" common voting, Class "C" common voting, Class "D" common non-voting, Class "E" common non-voting, Class "F" common non-voting, Class "G" preferred non-voting, Class "H" preferred non-voting and Class "I" preferred voting shares, of which 10,000,000 Class "A" common shares are issued and outstanding;

D. The Corporation and Acquiror have each made disclosure to the other of their liabilities; and

E. It is desirable that this amalgamation be effected as soon as commercially possible, after the special meeting of the Corporation and the annual general and special meeting of the Acquiror.

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

1. Interpretation in this Agreement:

(a) "**ABCA**" means the *Business Corporations Act* (Alberta), as amended;

(b) "**Acquiror**" means Snowcap Energy Inc., a corporation duly incorporated under the laws of the Province of Alberta;

(c) "**Acquiror Common Shares**" means the issued and outstanding Class "A" common shares in the capital of Acquiror;

(d) "**Agreement**" means this amalgamation agreement, and the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this agreement;

(e) "**Amalco**" means the corporation continuing as a result of the Amalgamation and to be named: "Snowcap Energy Corp.";

(f) "**Amalco Common Shares**" means the common shares of Amalco having the rights, privileges, restrictions and conditions set forth in Schedule "A" hereto;

(g) "**Amalgamating Corporations**" means the Corporation and Acquiror;

(h) "**Amalgamation**" means the amalgamation of the Amalgamating Corporations, as contemplated by this Agreement;

(i) "**BCBCA**" means the *British Columbia Business Corporations Act*, as amended;

(j) "**Board**" means the board of directors of the Corporation;

(k) "**Business Day**" means any day other than a Saturday, Sunday or civic or statutory holiday in the City of Calgary, Alberta;

(l) "**Circular**" means the joint information circular of the Corporation and Acquiror, to be sent to the shareholders of each company, in connection with the Meeting;

(m) "**Common Shares**" means the common shares in the capital of the Corporation;

(n) "**Continuing Shareholder**" means a shareholder of the Corporation that shall remain a shareholder of Amalco, post-amalgamation and who is not a dissenting shareholder;

(o) "**Corporation**" means BTU Capital Corp.;

(p) "**Director**" means the Director appointed under the ABCA;

(q) "**Dissent Rights**" means the dissent rights afforded to a Shareholder of the Corporation pursuant to Section 238 of the BCBCA as attached hereto at Schedule "B" and the dissent rights afforded to a Shareholder of the

Corporation pursuant to Section 191 of the ABCA as attached hereto at Schedule "C";

(r) "**Dissenting Shareholder**" means a registered shareholder of the Corporation or Acquiror who, in connection with the special resolution of the shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to either Section 238 of the BCBCA (if for the Corporation) or pursuant to Section 191 of the ABCA (if for the Acquiror) in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his or her Common Shares or Acquiror Common Shares, as the case may be, and who has not withdrawn the notice of the exercise of such right as permitted by Section 238 of the BCBCA or Section 191 of the ABCA;

(s) "**Effective Date**" means the date shown on the certificate of amalgamation to be issued in respect of the Amalgamation;

(t) "**fair value**" where used in relation to a Common Share or Acquiror Common Share, as the case me be, held by a Dissenting Shareholder, means fair value as determined by a court under Section 238 of the BCBCA or Section 191 of the ABCA or as agreed between the Corporation or Acquiror and a Dissenting Shareholder;

(u) "**Laws**" means any and all applicable laws, including international, national, provincial, state, municipal and local laws, treaties, statutes, policies, instruments, ordinances, judgements, decrees, injunctions, writs, certificates and orders, by-laws, rules, regulations or other requirements of any Regulatory Authority having the force of law;

(v) "**Meeting**" means the special meeting (and any adjournment(s) thereof) of the Shareholders to be held on or before May 30, 2012, to consider the approval of the special resolution which approves and adopts this Agreement;

(w) "**Record Date**" means April 23, 2012, which is the record date for the Meeting;

(x) "**Regulatory Authority**" means:

  (a) any multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, and any ministry or department or agency of any of the foregoing;

  (b) any self-regulatory organization or stock exchange, including the Toronto Stock Exchange and the TSX Venture Exchange;

  (c) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and

(d) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing;

(y) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

(z) "**Shareholder(s)**" means the registered shareholder(s) of the Common Shares and the Acquiror Common Shares, as the case may be;

(aa) "**Share Certificates**" means certificates representing Common Shares and the Acquiror Common Shares, and, following the Amalgamation, Amalco Common Shares;

(bb) **"Termination Date**" means May 31, 2012, or such other day as may be mutually agreed to by the parties; and

(cc) "**Voting, Lock-up and Support Agreement**" means the Voting, Lock-up and Support Agreements entered into among certain Shareholders and the Acquiror.

Words and phrases used but not defined in this Agreement and defined in the ABCA, the BCBCA or the Circular shall have the same meaning in this Agreement as in the ABCA, the BCBCA or the Circular, unless the context or subject matter otherwise requires.

2. Agreement to Amalgamate

The Amalgamating Corporations hereby agree to amalgamate as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

3. Name

The name of Amalco shall be: "Snowcap Energy Corp.".

4. Registered and Records Office

The registered and records office of Amalco shall be located, at Suite 3000, 700 - 9th Avenue, S.W., Calgary, Alberta, T2P 3V4, unless changed in accordance with the ABCA.

5. Authorized Capital

Amalco is authorized to issue an unlimited number of Common Shares.

6. Restrictions on Business

There shall be no restrictions on the business that Amalco is authorized to carry on or on the powers Amalco may exercise.

7. Number of Directors

The board of directors shall, until otherwise changed in accordance with the ABCA, consist of a minimum number of three (3) and a maximum number of seven (7) directors. The directors of Amalco from time to time shall be empowered to determine the number of directors of Amalco within the minimum and maximum number set out herein and the number of directors to be elected at future annual general or special meetings of shareholders.

8. Initial Directors

The first five (5) directors of Amalco shall be the persons whose names and addresses appear below:

	Name	Residence	Resident Canadian
a)	David Robinson, President and CEO Director	1113 Laval Avenue S.W. Calgary, Alberta, T2T 1L2	Yes
b)	Ernest Pratt, Director	236 Edforth Place N.W. Calgary, Alberta, T3A 3V9	Yes
c)	Ronald Panchuk, Chairman	3917 - 15A Street S.W. Calgary, Alberta, T2T 4L8	Yes
d)	Dean Callaway, Director	166 Sceptre Close N.W. Calgary, Alberta, T3L 1Y2	Yes
e)	Douglas Stuve, Director	331 Lynx Ridge Road N.W. Calgary, Alberta, T3L 2M5	Yes

Such directors shall hold office until the next annual general meeting of shareholders of Amalco or until their successors are duly elected or appointed.

9. By-Laws

The proposed by-laws of Amalco are attached hereto as Schedule "D". A copy of the proposed by-laws of Amalco may be examined by written request at Suite 3000, 700 - 9th Avenue, S.W., Calgary, Alberta, T2P 3V4, during normal business hours.

10. Amalgamation

On the Effective Date:

(a) Each post-consolidated Common Share (other than those held by Dissenting Shareholders) will be exchanged for one Amalco Common Share;

(b) each Acquiror Common Share will be exchanged for one Amalco Common Share; and

(c) each Common Share or Acquiror Common Share, as the case may be, held by each Dissenting Shareholder will become entitled to be paid the fair value of such Common Share or Acquiror Common Share, as the case may be.

11. Fractional Shares

No fractional shares in the capital of Amalco will be issued upon the Amalgamation and in the event that a holder of shares of the Corporation or Acquiror would, but for this paragraph, have been entitled on the Amalgamation to receive a fraction of a share in the capital of Amalco as part of the conversion for all of the shares in the capital of the applicable Amalgamating Corporation registered in such holder's name, the number of shares in the capital of Amalco issuable to such holder will be rounded down to the nearest whole number.

12. Stated Capital Accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate stated capital accounts in the records of Amalco shall be the aggregate of the paid-up capital (as defined in the *Income Tax Act* (Canada)) of the Amalgamating Corporations and shall be allocated to the stated capital account for the Amalco Common Shares, the balance of such aggregate paid-up capital (as so defined).

The amount of stated capital attributable to the Amalco Common Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

13. Share Certificates

Share certificates shall be issued in respect of the Amalco Common Shares upon surrender of the certificate(s) representing Common Shares and Acquiror Common Shares.

14. Prescription Period

Any certificate which prior to the Effective Date represented issued and outstanding Common Shares and Acquiror Common Shares which has not been properly surrendered on or prior to the sixth (6^{th}) anniversary of the Effective Date, and subject to applicable law with respect to unclaimed property, will cease to represent any claim against, or interest of any kind or nature in, the Corporation, the Acquiror or Amalco and any person who surrenders Share Certificate(s) after the sixth anniversary of the Effective Date will not be entitled to the Consideration or any other compensation.

Subject to the requirements of applicable law, if the consideration payable from the exchange of Common Shares and Acquiror Common Shares under the Amalgamation or payments due to Dissenting Shareholders, if any, has not been fully claimed and paid within six (6) years of the Effective Date, any remaining amount, including without limitation all interest thereon, will be returned to and become the sole and exclusive property of Amalco.

15. Dissenting Shareholders

Shares which are held by a Dissenting Shareholder shall not be converted or exchanged into Amalco Common Shares on the Effective Date, and a Dissenting Shareholder shall, subject to the BCBCA or ABCA, as the case may be, cease to have any rights as a Shareholder other than the right to be paid fair value for their securities by Amalco, as determined in accordance with the BCBCA or ABDA as the case may be. See Schedules "B" and "C" for disclosure regarding Section 238 of the BCBCA or Section 191 of the ABCA, as applicable.

16. Filing of Documents

Upon the shareholders of each of the Amalgamating Corporations duly approving this Agreement by special resolution, in accordance with the ABCA and the BCBCA, as applicable, and subject to the other provisions of this Agreement, the Amalgamating Corporations shall jointly file with the Director under the ABCA, Articles of Amalgamation and such other documents as may be reasonably required to effect the Amalgamation.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

18. Further Assurances

Each of the parties to this Agreement agrees to execute and deliver such further instruments and to do such further acts and things as maybe necessary or appropriate to carry out the terms of this Agreement.

19. Time of Essence

Time shall be of the essence of this Agreement.

20. Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

21. Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Amendment

This Agreement may at any time and from time to time before or after the holding of the Meeting but not later than the Effective Date be amended by written agreement of the Corporation and Acquiror without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation, change the time for performance of any of the obligations or acts of the parties hereto or waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto, provided that no such amendments shall change the provisions hereof regarding the Consideration to be received by Shareholders in consideration for their Common Shares or Acquiror Common Shares, as the case may be, without approval by such Shareholders given in the same manner as required for the approval of the Amalgamation.

23. Entire Agreement

This Agreement constitutes the entire agreement among the parties to this Agreement relating to the Amalgamation and supersedes all prior agreements and understandings, oral and written, between such parties with respect to the subject matter hereof.

24. Execution and Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

SNOWCAP ENERGY INC.	**BTU CAPITAL CORP.**
Per: ______________________	Per: ______________________
David Robinson, President	Walter Brenner, President

SCHEDULE "A"

SHARE STRUCTURE

The classes and any maximum number of shares that Amalco is authorized to issue are set out herein.

Unlimited number of Common shares.

SCHEDULE "B"

SECTION 238 OF THE *BRITISH COLUMBIA BUSINESS CORPORATION ACT*

"Right to dissent

238. (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301(5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must:

(a) prepare a separate notice of dissent under section 242 for:

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242(4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must:

(d) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(e) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares."

SCHEDULE "C"

SECTION 191 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

Pursuant to Section 191 of the ABCA, registered Shareholders have the right to dissent in respect of the Amalgamation special resolution. Such right of dissent is described in the Circular. The full text of Section 191 of the ABCA is set forth below:

191(1) Subject to sections 192 and 242, a holder of shares of any class of a corporation may dissent if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class,

(b) amend its articles under section 173 to add, change or remove any restrictions on the business or businesses that the corporation may carry on,

(b.1) amend its articles under section 173 to add or remove an express statement establishing the unlimited liability of shareholders as set out in section 15.2(1),

(c) amalgamate with another corporation, otherwise than under section 184 or 187,

(d) be continued under the laws of another jurisdiction under section 189, or

(e) sell, lease or exchange all or substantially all its property under section 190.

(2) A holder of shares of any class or series of shares entitled to vote under section 176, other than section 176(1)(a), may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right the shareholder may have, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2)

(a) at or before any meeting of shareholders at which the resolution is to be voted on,

or

(b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after the shareholder learns that the resolution was adopted and of the shareholder's right to dissent.

(6) An application may be made to the Court after the adoption of a resolution referred to in subsection (1) or (2),

(a) by the corporation, or

(b) by a shareholder if the shareholder has sent an objection to the corporation under subsection (5),

to fix the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section, or to fix the time at which a shareholder of an unlimited liability corporation who dissents under this section ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Court otherwise orders, send to each dissenting shareholder a written offer to pay the shareholder an amount considered by the directors to be the fair value of the shares.

(8) Unless the Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant, or

(b) within 10 days after the corporation is served with a copy of the application, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall

(a) be made on the same terms, and

(b) contain or be accompanied with a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of the shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Court pronounces an order fixing the fair value of the shares.

(11) A dissenting shareholder

(a) is not required to give security for costs in respect of an application under subsection (6), and

(b) except in special circumstances must not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Court may give directions for

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Court, are in need of representation,

(b) the trial of issues and interlocutory matters, including pleadings and questioning under Part 5 of the *Alberta Rules of Court*,

(c) the payment to the shareholder of all or part or the sum offered by the corporation for the shares,

(d) the deposit of the share certificates with the Court or with the corporation or its transfer agent,

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them,

(f) the service of documents, and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Court shall make an order

(a) fixing the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application,

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders,

(c) fixing the time within which the corporation must pay that amount to a shareholder, and

(d) fixing the time at which a dissenting shareholder of an unlimited liability corporation ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(14) On

(a) the action approved by the resolution from which the shareholder dissents becoming effective,

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for the shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise, or

(c) the pronouncement of an order under subsection (13),

whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shareholder's shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Subsection (14)(a) does not apply to a shareholder referred to in subsection (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs,

(a) the shareholder may withdraw the shareholder's dissent, or

(b) the corporation may rescind the resolution,

and in either event proceedings under this section shall be discontinued.

(17) The Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder by reason of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after

(a) the pronouncement of an order under subsection (13), or

(b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shareholder's shares,

notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Notwithstanding that a judgment has been given in favour of a dissenting shareholder under subsection (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the shareholder's notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to the shareholder’s full rights as a shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due, or

(b) the realizable value of the corporation's assets would by reason of the payment be less than the aggregate of its liabilities.