



This is the 1st affidavit
of Failang Wang in this case
and was made on June 8, 2022

No. S-224444
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C., 1985 c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC.

PETITIONER

AFFIDAVIT

FORM 109 (RULE 22-2(2) AND (7))

I, Failang Wang, businessperson, of Vancouver, British Columbia, MAKE OATH AND SAY
AS FOLLOWS:

1. I am a director of Canada Zhonghe Investment Ltd. ("Zhonghe"), a creditor of the debtor, Canadian Dehua International Mines Group Inc. ("CDI"), and as such I have personal knowledge of the matters and facts herein deposed to save and except where the same are stated to be made upon information and belief and as to the latter I verily believe them to be true.
2. I am authorized to make this affidavit on behalf of Zhonghe.
3. I have read the affidavit #1 of Naishun Liu (the "Liu Affidavit #1"). I disagree with much of what is set out in the Liu Affidavit #1 but have only responded to certain paragraphs. To the extent that I do not respond to specific paragraph of the Liu Affidavit #1 that should not be taken as agreement by Zhonghe that those paragraphs are accurate.

Canadian Kailuan Dehua Mines Co., Ltd. (“CKD”)

4. In specific response to paragraph 43 of the Liu Affidavit #1:
- (a) CKD is a junior mining company which has and continues to pursue the “Gething Coal Project” (as defined in the Liu Affidavit #1). Additionally, CKD has some other business ventures including steel import and vehicle export;
 - (b) to date, the Gething Coal Project has completed the drilling and exploration and is currently in the stage of public consultation and permitting;
 - (c) Zhonghe denies the allegation that Zhonghe has not pursued the Gething Coal Project. As set out above, the Gething Coal Project is currently in the public consultation and permitting stage. The timing of the Gething Coal Project is contingent on government approvals and First Nations consultation, both of which are outside of the control of Zhonghe;
 - (d) CDI is updated on the progress, and has voted in favour of steps taken by CKD, in respect of the Gething Coal Project. Specifically, CKD holds an annual meeting of shareholders every year. At the annual meeting of shareholders, the shareholders vote on a yearly work summary and work plan for CKD. The work summary and work plan includes a work summary and work plan for the Gething Coal Project;
 - (e) Mr. Liu, as representative for CDI, voted in favour of CKD’s work summaries for 2019-2020 and work plans for 2020-2021. The 2021 work summary and 2022 work plan of CKD will be presented at the next annual meeting of shareholders to be scheduled in June or July 2022. Attached to this my affidavit and marked as **Exhibit “A”** is a true copy of Resolutions of the Shareholders, dated June 9, 2020, and an English translation of the CKD Vote Results from the June 30, 2021 annual meeting of shareholders (with the Chinese document); and
 - (f) Zhonghe denies that it used CKD capital for “unrelated business projects which primarily benefit Zhonghe but also Shougang. . .” The Liu Affidavit #1 is the first time that CDI has raised this allegation to Zhonghe. Zhonghe does not benefit from business projects of CKD (except in its position as a CKD shareholder) and denies any suggestion that it used CKD capital for its own benefit.

Canadian Bullmoose Mines Co., Ltd.

5. In specific response to paragraph 47 of the Liu Affidavit #1:
- (a) the joint venture agreement in respect of the joint venture company called Canadian Bullmoose Mines Co., Ltd. (the “Bullmoose JVA”) provides, at article 4.2.1, that if Zhonghe and Hebei Iron & Steel Group Co., Ltd. (“HBIS”) decide not to continue to invest in the “Bullmoose Mining Project” (as defined in the Liu

Affidavit #1), then CDI shall unconditionally refund the accumulated capital invested by Zhonghe and HBIS in the joint venture. As detailed below, Zhonghe decided not to continue its investment in the Bullmoose Mining Project, yet CDI failed to refund Zhonghe's investment;

- (b) Zhonghe denies that it did not give CDI notice that it would not proceed with the investment and development of the Bullmoose Mining Project. The Liu Affidavit #1 is the first time that CDI has raised this allegation to Zhonghe;
- (c) Zhonghe gave notice to CDI which, until the Liu Affidavit #1, CDI did not dispute. In written documents, CDI acknowledged that Zhonghe gave notice that it would not proceed with the Bullmoose Mining Project and that CDI would return Zhonghe's investment in the Bullmoose Mining Project. For example:
 - (i) on March 16, 2015, as a result of friendly negotiation between the three shareholders as per article 7.1 of the Bullmoose JVA, CDI executed a Consent Resolutions of the Shareholders stating as follows:

CANADIAN BULLMOOSE MINES CO. LTD.

(the "Company")

CONSENT RESOLUTIONS OF THE SHAREHOLDERS

The meeting of shareholders of Canadian Bullmoose Mines Co., Ltd. (the "Company") convened on March 16, 2015, the meeting deliberated and approved the resolution on equity transferring of Company. All shareholders (representing 100% equity of Company) who participated the meeting approve the resolution unanimously. The resolution is that Canada Zhonghe Investment Ltd. and Hebei Iron & Steel International Holding Co., Ltd.(Hongkong) transferred their equity of Company (51% for Canada Zhonghe Investment Ltd. and 25% for Hebei Iron & Steel International Holding Co., Ltd.) to Canadian Dehua International Mines Group Inc. and quit being shareholders of Company, the transferring prices for the equity of these two shareholders are respectively 5.1 million US dollars (for Canada Zhonghe Investment Ltd.) and 2.5 million US dollars (for Hebei Iron & Steel International Holding Co., Ltd.).

Attached to this my affidavit and marked as **Exhibit "B"** is a true copy of the Consent Resolutions of the Shareholders, dated March 16, 2015;

- (ii) on September 24, 2019, CDI executed a Statement of Confirmation stating as follows:

With reference to the joint development agreement dated August 10, 2010 among the Payor and the Payees (the "JDA"), the Payor hereby acknowledges and confirms receipt of notice from the Payees not to proceed further with mining project described in the JDA, confirms its obligation to pay the Payees their respective capital contribution made under the JDA, and agrees to the following:

Attached to this my affidavit and marked as **Exhibit "C"** is a true copy of the Statement of Confirmation, dated September 24, 2019.

6. In specific response to paragraphs 48-49 of the Liu Affidavit #1:

- (a) in accordance with the Bullmoose JVA, CDI was obligated to return Zhonghe's investment to Zhonghe once Zhonghe decided not to pursue the Bullmoose Mining Project, however, CDI failed to do so. Zhonghe requested that CDI execute a promissory note because CDI was unable to pay Zhonghe's investment. CDI did not protest Zhonghe's request to execute a promissory note; and
- (b) the Liu Affidavit #1 does not provide any particulars of the "senior officers of Zhonghe" who he "understood" would face administrative penalties or criminal liability in China if they missed deadlines under the Bullmoose JVA. I did not have any such discussions with Mr. Liu.

7. In specific response to paragraph 51 of the Liu Affidavit #1:

- (a) the promissory note executed by CDI in favour of Zhonghe (the "Zhonghe Note") sets out all of the terms agreed to by the parties which include, among other things, the following:

2. The Principal shall be paid in full on or before December 31, 2019.

不迟于 2019 年 12 月 31 日 支付全额该本金。

...

8. The extension of the time for making any payment which is due and payable hereunder at any time or times or the failure, delay or omission on the part of the Holder to exercise or enforce any rights or remedies of the Holder hereunder shall not constitute a waiver of the right of the Holder to enforce such rights and remedies thereafter.

持有人同意延长到期支付时间，或者未按时、延误或遗漏执行此承诺函中的任何权益，不构成放弃持有人执行其权益。

...

10. No amendment, modification or waiver of any provision of this promissory note or consent to any departure by the Debtor from any provision of this promissory note is in any event effective unless it is in writing and signed by the Holder and then the amendment, modification, waiver or consent is effective only in the specific instance and for the specific purpose for which it is given. 除非持有人书面同意并签署，对此承诺函的任何补充、修改、取消或同意背离此承诺函的任何条款均视为无效。对此承诺函的补充、修改、取消或同意背离只在特定情况下且基于特定目的有效。

- (b) Zhonghe denies that it entered into an agreement with CDI that it would not "actively pursue or enforce a payment [of the Zhonghe Note] until CDI had the funds available to make such payment". The Zhonghe Note contains all of the

terms regarding the Zhonghe Note. Zhonghe did not enter into any other agreement with CDI regarding the Zhonghe Note.

8. In specific response to paragraph 52 of the Liu Affidavit #1:
- (a) Zhonghe denies that it did not return the Bullmoose shares to CDI in return for the Zhonghe Note;
 - (b) in or about the end of September 2019, Zhonghe completed the transfer of its Bullmoose shares to CDI and had a new share certificate issued to CDI for the shares. On or about October 3, 2019, the share certificate was hand delivered to CDI's manager, namely Rocky Hu. Attached to this my affidavit and marked as **Exhibit "D"** is a true copy of the share certificate which records the transfer of Zhonghe's shares (Certificate #A14) to CDI;
 - (c) Zhonghe denies that it was required to take the matter to arbitration before the China International Economic and Trade Commission. The Zhonghe Note expressly states that it shall be enforced in accordance with the laws and the courts of British Columbia:

11. This promissory note shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of

British Columbia. 此承诺函及各方的权利义务适用于 BC 省及加拿大联邦法律解释, 各方无条件服从加拿大法庭之判决。

- (d) Zhonghe denies the existence of any alleged payment condition on the Zhonghe Note. The Zhonghe Note contains all of the terms regarding the Zhonghe Note. Zhonghe did not enter into any other agreement with CDI regarding the Zhonghe Note.

Zhonghe Note Litigation

9. CDI failed to pay to Zhonghe the amount owed under the Zhonghe Note by December 31, 2019. Accordingly, Zhonghe's legal counsel at the time delivered demand letters to CDI, dated September 30, 2020 and November 16, 2020. Attached to this my affidavit and marked as **Exhibit "E"** are true copies of the demand letters to CDI.
10. CDI did not respond to the demand letters and, on May 7, 2021, Zhonghe filed Supreme Court of British Columbia Action No. S-214547 to enforce payment of the Zhonghe Note against CDI (the "Zhonghe Note Action").

11. After the Zhonghe Note Action was commenced, in or about the end of May 2021, CDI delivered a letter agreement to Zhonghe to propose a settlement of the Zhonghe Note Litigation (the "Letter Agreement"). Attached to this my affidavit and marked as **Exhibit "F"** is a true copy of the English translated Letter Agreement from CDI to Zhonghe, signed May 25, 2021 (with the Chinese document).
12. Zhonghe accepted the Letter Agreement and, on or about June 3, 2021, counsel for Zhonghe wrote to CDI to confirm the settlement terms. Attached to this my affidavit and marked as **Exhibit "G"** is a true copy of the letter from counsel for Zhonghe to CDI, dated June 3, 2021.
13. CDI failed to pay Zhonghe in accordance with the Letter Agreement. Zhonghe proceeded to file the application for default judgment because CDI had not filed a response to civil claim.
14. On or about August 30, 2021, Zhonghe obtained default judgment against CDI for the sum of \$4,781,310.20, interest in the amount of \$495,946.31 and costs to be assessed.
15. On or about September 10, 2021, Zhonghe obtained a Writ of Seizure and Sale and Accurate Court Bailiff Services Ltd. ("Accurate") was appointed as the bailiff. Accurate had conduct of the seizure and marketing of CDI's shares in CKD (the "CKD Shares").
16. The affidavit #1 of Peter Powers, filed January 12, 2022 in the Zhonghe Note Action, sets out steps that Accurate took to advertise the public auction of the CKD Shares. Based on my review of the affidavit #1 of Peter Powers, a public auction for the CKD Shares was held on November 26, 2021.
17. None of Zhonghe's representatives attended the auction. Zhonghe is not affiliated with the highest bidder, Witcool Technology Co. Ltd. and did not learn of Witcool Technology Co. Ltd. until after the auction.
18. On January 12, 2022, at Accurate's request, counsel for Zhonghe filed an application to approve the sale of the CKD Shares.

- 19. Subsequently, CDI retained legal counsel. At the request of CDI's counsel, counsel for Zhonghe agreed to adjourn the court application. The correspondence between counsel is attached to the affidavit #1 of Kaye Wong.

- 20. In specific response to paragraph 69 of the Liu Affidavit #1:
 - (a) CDI alleges that it has "not been given notice of any further attempt to take steps to complete the shares sale to Witcool". Zhonghe has not sought to reschedule the court application to approve the sale of the CKD Shares so notice was not necessary;

 - (b) counsel for CDI was notified that Accurate retained independent legal counsel, namely Lawson Lundell LLP. On April 19, 2022, counsel for Accurate emailed counsel for CDI and counsel for Zhonghe, that it intended to conduct a sale solicitation process for the CKD Shares and would seek court approval of the proposed process before commencing it. The emails between counsel for Accurate, counsel for CDI and counsel for Zhonghe, dated April 19, 2022, are attached to the affidavit #1 of Kaye Wong; and

 - (c) Zhonghe did not oppose or interfere with Accurate's decision to run a new sale solicitation process for the CKD Shares.

SWORN (OR AFFIRMED) BEFORE)
 ME at Vancouver, in British Columbia, on)
 June 8, 2022)

Erin Hatch

_____)
 A Commissioner for taking affidavits within)
 British Columbia)

_____)
 (Print name of Commissioner))

Erin M. Hatch
 Barrister and Solicitor
 Harper Grey LLP
 3200 Vancouver Centre
 650 West Georgia Street
 Vancouver, BC V6B 4P7

Failang Wang
 _____)
 FAILANG WANG)

**RESOLUTIONS OF THE SHAREHOLDERS
OF
CANADIAN KAILUAN DEHUA MINES CO.,LTD.
(The "Company")**

Whereas, a general meeting of the Shareholders of Canadian Kailuan Dehua Mines Co., Ltd. (the "Company") convened via remote video conference on June 9th,2020. All three shareholders or authorized representative participated in the meeting in a manner deemed for all purposes of the *Business Corporations Act (BC)* and *Articles of the Company* to be present at the meeting and to have agreed to participate in that manner, and approved the following resolutions.

1) Approval of Work Summary and Work Plan:

RESOLVED that the Company's 2019 work summary and the work plan for 2020 approved.

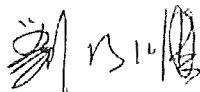
2) Approval of Financial Summary and Budget:

RESOLVED that the Company's 2019 financial summary and the budget for 2020 approved.

This resolution may be signed by the shareholders in any number of counterparts and/or by electronic transmission, each of which so signed will be deemed to be an original and shall together constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date set forth below.

DATED as of June 9th, 2020

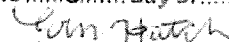
BAOZHU LIU



NAISHUN LIU

BINGCHENG ZHANG

This is Exhibit " A " referred to in the
affidavit ofFailing Wang.....
sworn before me, at Vancouver.....
this 9th day of June.....2022



A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA

Canadian Kailuan Dehua Mines Co., Ltd.
 Vote at the 2020 Annual Meeting of Shareholders
 (June 30, 2021)

Shareholder representative or authorized proxy shareholder representative (signature): [Signature] Liu Naishun

No.	Motion	Yes	No	Abstention
1	Proposal on the Company's 2020 work summary and report on the 2021 work plan	✓		
2	Proposal on the Company's financial work in 2020 and report on the 2021 financial budget	✓		



Note: 1. Please enter "✓" in the "Yes", "No", or "Abstention" column;
 2. Only one "✓" shall be entered for each item. If you do not enter a "✓" or more than one "✓" is entered, the vote will be deemed invalid.

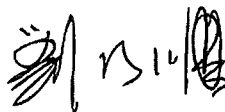
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加拿大开滦德华矿业有限公司

2020 年度股东会议案表决票

(2021 年 6 月 30 日)

股东代表或授权委托股东代表 (签名):



序号	议 案	同意	反对	弃权
1	关于公司 2020 年度主要工作及 2021 年度工作计划报告的议案	✓		
2	关于公司 2020 年度财务工作及 2021 年度财务预算报告的议案	✓		

注: 1.请在相应的“同意”、“反对”、“弃权”表决栏内打“√”;
2.每一表决事项只能打一个“√”,多打或不打为弃权。

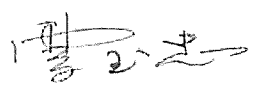
CANADIAN BULLMOOSE MINES CO. LTD.
(the "Company")
CONSENT RESOLUTIONS OF THE SHAREHOLDERS

The meeting of shareholders of Canadian Bullmoose Mines Co., Ltd. (the "Company") convened on March 16, 2015, the meeting deliberated and approved the resolution on equity transferring of Company. All shareholders (representing 100% equity of Company) who participated the meeting approve the resolution unanimously. The resolution is that Canada Zhonghe Investment Ltd. and Hebei Iron & Steel International Holding Co., Ltd.(Hongkong) transferred their equity of Company (51% for Canada Zhonghe Investment Ltd. and 25% for Hebei Iron & Steel International Holding Co., Ltd.) to Canadian Dehua International Mines Group Inc. and quit being shareholders of Company, the transferring prices for the equity of these two shareholders are respectively 5.1 million US dollars (for Canada Zhonghe Investment Ltd.) and 2.5 million US dollars (for Hebei Iron & Steel International Holding Co., Ltd.).

Dated as at March 16, 2015

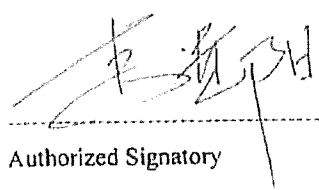
The signatures of the shareholders (or entrusted represent of shareholders) are as follows:

Canada Zhonghe Investment Ltd.



Authorized Signatory

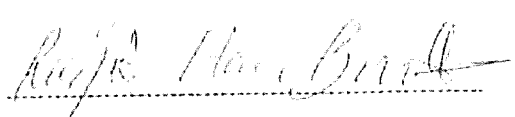
Hebei Iron & Steel International Holding Co., Ltd.



Authorized Signatory

*This is Exhibit " B " referred to in the
affidavit of Failang Wang
sworn before me, at Vancouver
this 8th day of June, 2022
Scott Hatch
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA*

Canadian Dehua International Mines Group Inc.



Authorized Signatory

STATEMENT OF CONFIRMATION

确认函

PAYOR: Canadian Dehua International Mines Group Inc. ("CDI")
 支付方: 加拿大德华国际矿业集团公司 ("加拿大德华")

PAYEES: Canada Zhonghe Investment Ltd. ("Canada Zhonghe")
 HBIS Group Co., Ltd. (formerly, Hebei Iron & Steel Group Co., Ltd., "HBIS Group")
 收款方: 加拿大中和投资有限公司 ("加拿大中和")
 河钢集团有限公司 (原名称为河北钢铁集团有限公司, 简称为 "河钢集团")

DATE: September 24, 2019
 日期: 2019年9月24日

With reference to the joint development agreement dated August 10, 2010 among the Payor and the Payees (the "JDA"), the Payor hereby acknowledges and confirms receipt of notice from the Payees not to proceed further with mining project described in the JDA, confirms its obligation to pay the Payees their respective capital contribution made under the JDA, and agrees to the following:

依据 2010 年 8 月 10 日支付方与收款方签署的《联合开发协议》，支付方特此认可并确认已经收到收款方发送的不再继续开发《联合开发协议》中所描述的矿产项目，并确认其依照《联合开发协议》向收款方支付各自投资金额的义务，同时同意如下事项：

AMOUNTS OWING / PAYOUTS	DEBITS	CREDITS
欠款额/需要支付款项	借	贷
To: Amount owed to Canada Zhonghe ("Zhonghe Capital Amount")		USD \$5,100,000 CAD \$ 51
应向加拿大中和支付的金额 ("中和投资款")		\$510 万美元 \$51 加元
To: Amount owed to HBIS Group ("HBIS Capital Amount")		USD \$2,500,000 CAD \$ 25
应向河钢集团支付的金额 ("河钢投资款")		\$250 万美元 \$25 加元

This is Exhibit " C " referred to in the affidavit of Failang Wang sworn before me, at Vancouver this 8th day of June, 2019.
Yerin Skatch
 A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA

By: Return of capital through repurchase of 1,178,051 shares by Canadian Bullmoose Mines Ltd. (the "Company") from Canada Zhonghe	USD \$ 1,178,000 CAD\$ 51
支付方式: 加拿大布尔默斯矿业公司 ("布尔默斯公司") 向加拿大中和回购 1,178,051 份公司股权	\$1,178,000 美元 \$51 加元
By: Return of capital through repurchase of 580,025 shares by the Company from HBIS Group International Holding Co., Limited ("HBIS International", a wholly-owned subsidiary of HBIS Group)	USD \$ 580,000 CAD\$ 25
支付方式: 布尔默斯公司向河钢国际控股有限公司 ("河钢控股", 河钢集团的全资子公司) 回购 580,025 份公司股权	\$580,000 美元 \$25 加元
By: Promissory Note from Payor issued to Canada Zhonghe for the balance of Zhonghe Capital Amount maturing on the 91th calendar day of the date that the balance of shares in the capital of the Company registered under the name of Canada Zhonghe (the "Balance of Zhonghe Shares") are duly transferred to CDI.	USD \$ 3,922,000 \$3,922,000 美元
支付方式: 支付方向加拿大中和签发本票, 金额为中和投资款的余额、到期日为转让中和在布尔默斯公司剩余所有股权 ("中和剩余股权") 予加拿大德华之日起第 91 天	
By: Promissory Note from Payor issued to HBIS International for the balance of HBIS Capital Amount maturing on the 91th calendar day of the date that the balance of the shares in the capital of the Company registered under the name of HBIS International (the "Balance of HBIS Shares") are duly transfer to CDI.	USD\$ 1,920,000 \$1,920,000 美元
支付方式: 支付方向河钢国控签发本票, 金额为河钢国控投资款的余额、到期日为转让河钢国控在布尔默斯公司剩余所有股权 ("河钢剩余股权") 予加拿大德华之日起的第 91 天	
	<hr/> USD \$7,600,000 USD \$7,600,000 CAD \$ 76 CAD \$ 76 \$760 万美元 \$760 万美元 \$76 加元 \$76 加元

1. The board of directors of the Company (the “**Board**”) shall have passed a resolution in the form set forth herein as Schedule A, to approve the return of capital through repurchase of shares from Canada Zhonghe and HBIS International (“**Repurchase of Shares**”).

布尔默斯公司董事会应当通过一份董事会决议（如附件 A 中列出的文件），批准以向加拿大中和与河钢国控回购股权的方式返还资本金（“**股权回购**”）。

2. Canada Zhonghe and HBIS International shall transfer all the remaining shares they hold in the capital of the Company to CDI (“**Share Transfer**”), which transfer shall have been authorized and approved by a Board resolution in the form set out herein as Schedule B.

加拿大中和与河钢国控将各自拥有的布尔默斯公司剩余的公司股权转让予加拿大德华（“**股权转让**”），该股权转让应当通过一份董事会决议（附件 B 中列出的文件）给予授权和批准。

3. CDI shall issue to Canada Zhonghe a promissory note (“**Promissory Note**”) in the principal amount equal to the balance owing of the Zhonghe Capital Amount in the form set out in Schedule C (the “**Zhonghe Note**”) in exchange for the share certificate representing the Balance of Zhonghe Shares.

加拿大德华应当向加拿大中和签发一份本票，本金为中和投资款的余额，以换取代表中和剩余股权的股权证；本票文本见附件 C（“**中和本票**”）。

4. CDI shall issue to HBIS International a Promissory Note in the principal amount equal to the balance owing of the HBIS Capital Amount in the form set out in Schedule D (the “**HBIS Note**”) in exchange for the share certificate representing the Balance of HBIS Shares.

加拿大德华应当向河钢控股签发一份本票，本金为河钢投资款的余额，以换取代表河钢剩余股权的股权证；本票文本见附件 D（“**河钢本票**”）。

5. Upon the full repayment of Zhonghe Capital Amount and HBIS Capital Amount, the JDA will terminate.

在全额支付加拿大中和投资额以及河钢投资额之后，《联合开发协议》终止。

6. Each of the parties hereto shall cause their respective nominee in the Board to vote in favour of or otherwise pass the Board resolutions approving and authorizing the Repurchase of Shares and Share Transfer.

本《确认函》各方应当促使其在布尔默斯公司董事会提名任命的董事投票赞成或者通过上述批准和授权股权回购和股权转让的董事会决议。

7. Each of the parties hereto agrees to execute any additional instruments and take any further actions as may be reasonably necessary or convenient or as may be reasonably requested by the other Parties in order to consummate and carry out this Statement.

本《确认函》各方同意签署任何合理必要的或基于其他方合理要求的其他相关文本并采取进一步相关行动，旨在圆满执行本《确认函》。

8. The parties hereto agree that the JDA, this Statement and the documents and instruments contemplated therein, shall be governed, construed, interpreted and enforced in accordance with the laws of Canada, and to attorns to the jurisdiction of the courts of the Province of British Columbia.

本函各方同意《联合开发协议》、此《确认函》以及其他相关文件适用于加拿大法并依照加拿大法解释和执行。本函各方同意 BC 省的法院为管辖法院。

9. The terms hereof shall supplement the JDA and shall supersede any provisions to the contrary in the JDA.

本函的条款应当为《联合开发协议》的补充，并替代《联合开发协议》中与本函不一致的条款。

10. The parties hereto expressly acknowledge and confirm that this Statement and the documents and instruments contemplated therein be drawn up in the English language and any translation is for reference only. In the event of any conflict between the version in English and any translations, the English language version shall prevail.

本函各方明确知晓并确认此《确认函》及所附文书均由英文起草，任何翻译文本仅作为参考。如英文文本与任何其他翻译文本不一致，以英文版本为准。

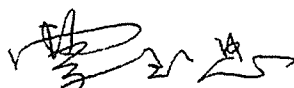
[SIGNATURE PAGE FOLLOWS]

[以下为签署页]

Agreed to and executed this 24 day of September 2019.
2019年9月24日同意并签署

CANADA ZHONGHE INVESTMENT LTD.

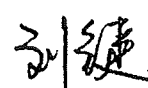
加拿大中和投资有限公司

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

HBIS GROUP INTERNATIONAL HOLDING CO., LIMITED

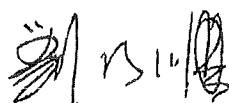
河钢集团国际控股有限公司

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.

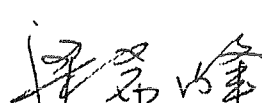
加拿大德华国际矿业集团公司

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

CANADIAN BULLMOOSE MINES CO., LTD.

加拿大布尔默斯矿业公司

Per: 
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE A

附录 A

BULLMOOSE BOARD RESOLUTION APPROVING REPURCHASE OF SHARES

布尔默斯矿业公司批准回购股权的董事会决议

SCHEDULE B

附录 B

BULLMOOSE BOARD RESOLUTION APPROVING TRANSFER OF SHARES

布尔默斯矿业公司批准股权转让的董事会决议

SCHEDULE C

附录 C

ZHONGHE NOTE

加拿大中和本票

- 9 -

SCHEDULE D

附录 D

HBIS NOTE

河钢本票

CANADIAN BULLMOOSE MINES LTD.
(the "Company")

加拿大布尔默斯矿业公司
(“本公司”)

**RESOLUTIONS CONSENTED TO IN WRITING
BY ALL THE DIRECTORS OF THE COMPANY**

公司所有董事一致同意的书面董事会决议

RECITALS:

鉴于:

- A. Canada Zhonghe Investment Ltd. (“**Canada Zhonghe**”), Hebei Iron & Steel Group Co., Ltd. (now HBIS Group Co., Ltd., “**HBIS Group**”) and Canadian Dehua International Mines Group Inc. (“**CDI**”) entered into a joint development agreement dated August 10, 2010 (the “**JDA**”), pursuant to which, among other things, they agreed to form the Company with the shareholding interest of Canada Zhonghe of 51%, HBIS Group 25% and CDI 24%, and that each party shall contribute their proportionate share of the total capital contribution in the aggregate amount of US\$10 million which funds shall be used to determine the feasibility of certain coal mine property owned by CDI in the Province of British Columbia (“**Mining Project**”).

加拿大中和投资有限公司（“加拿大中和”）、河北钢铁集团有限公司（现称为“河钢集团有限公司”，简称为“河钢集团”）与加拿大德华国际矿业集团公司（“加拿大德华”）于2010年8月10日签订了一份《合作开发协议》。根据该协议，除其他事项外，三方同意成立本公司，持股比例为加拿大中和 51%、河钢集团 25%、加拿大德华 24%。各方应按持股比例分摊总投资总额 1000 万美元，该笔资金应当用于确定加拿大德华在 BC 省拥有的特定煤矿资产（“矿业项目”）的可行性。

- B. Zhonghe subscribed to Class A Common Voting shares (the “**Shares**”) of the Company by contributing US\$5,100,000 and CAD\$51 and was issued 5,100,051 Shares in the capital of the Company (“**Zhonghe Shares**”), representing 51% interest in the Company.

加拿大中和出资 5,100,000 美元及 51 加元认购了本公司 5,100,051 份 A 类普通具有投票权的股票（“公司股权”），拥有公司 51% 的权益（“中和股份”）。

- C. HBIS Group International Holding Co., Limited (“**HBIS International**”, a wholly-owned subsidiary of HBIS Group), having contributed US\$2,500,000 and CAD\$25 to the Company, is the registered and beneficial owner of 2,500,025 Shares in the capital of the Company (“**HBIS Shares**”), representing 25% interest in the Company.

- 2 -

河钢集团国际控股有限公司（“河钢控股”，为河钢集团的全资子公司）出资 2,500,000 美元及 25 加元取得了本公司 2,500,025 份公司股权（“河钢股份”），拥有公司 25% 的权益。

- D. Pursuant to the JDA, CDI agreed to pay Canada Zhonghe and HBIS Group an amount equal to their respective capital contribution if both Canada Zhonghe and HBIS Group decided not to proceed with the Mining Project and notified CDI of such decision.

依据《联合开发协议》，如果加拿大中和与河钢集团决定不再继续矿产项目的工作并将此决定通知加拿大德华，那么加拿大德华同意向加拿大中和与河钢集团支付其各自的资本金投入。

- E. Canada Zhonghe and HBIS Group had notified CDI of their decision not to proceed with the Mining Project, and CDI has agreed to return their respective capital contribution in an aggregate amount of US\$7,600,000 and CAD\$76 (“Capital Amount”) pursuant to the JDA by:

加拿大中和与河钢集团已经通知加拿大德华不再继续矿产项目，而加拿大德华业已同意通过如下方式返还两家公司各自的资本金，共计 760 万美元和 76 加元（“资本金”）：

- (i) Authorizing the Company to distribute US\$505,900 and CAD\$1,693,716 (equal to US\$1,252,100 at the exchange rate of 1.3527CAD\$=1 US\$ as of May 31, 2019) of available funds in its bank account to Canada Zhonghe and HBIS Internationl on account of return of Capital Amount through the repurchase of the equivalent proportional number of Zhonghe Shares and HBIS Shares at the original subscription cost of the Shares (“Repurchase of Shares”); and

授权本公司依照原始认股价格回购部分加拿大中和与河钢控股的公司股权从而向两家股东分配本公司银行账户中的\$505,900 美元和\$1,693,716 加元（此加元金额依照 2019 年 5 月 31 日 1.3527 加元=1 美元的汇率等值为\$1,252,100 美元）（“股权回购”）；以及

- (ii) Payment of the balance of the Capital Amount by transferring the remaining Zhonghe Shares and HBIS Shares at the original subscription cost of the Shares to CDI (“Share Transfer”).

资本金的余款通过以原始认股价格向加拿大德华转让中和股份与河钢股份的其余股票而得以支付（“股权转让”）。

- F. The directors have reviewed the financial statements and records of the Company and have determined that the Company is not insolvent and will not be rendered insolvent as a result of the proposed Repurchase of Shares.

本公司董事会审阅了公司的财务报表和记录，并确认公司没有资不抵债，亦不会因为股权回赎的交易而导致资不抵债。

REPURCHASE OF SHARES

股权回赎

RESOLVED THAT:

特此做出如下决议：

1. The Repurchase of Shares hereby is and be approved and authorized.
股权回赎特此被批准和授权。
2. The Company hereby is and be authorized to repurchase from Canada Zhonghe and HBIS International the Shares with the following specifics:

公司特此被授权回购加拿大中和与河钢控股的公司股份，详情如下：

NAME OF SHAREHOLDERS 股东名称	NUMBER AND CLASS OF SHARES 股权数量和类别	PRICE PER SHARE 每股单价
Canada Zhonghe Investment Ltd. 加拿大中和投资有限公司	51 Class A Common Voting 51 份 A 类普通投票权股份	CAD \$1.00 每股 1 加元
HBIS Group International Holding Co., Limited 河钢集团国际控股有限公司	25 Class A Common Voting 25 份 A 类普通投票权股份	CAD \$1.00 每股 1 加元
Canada Zhonghe Investment Ltd. 加拿大中和投资有限公司	1,178,000 Class A Common Voting 1,178,000 份 A 类普通投票权 股份	US \$1.00 每股 1 美元
HBIS Group International Holding Co., Limited 河钢集团国际控股有限公司	580,000 Class A Common Voting 580,000 份 A 类普通投票权股 份	US \$1.00 每股 1 美元

3. The following share certificates be and are hereby cancelled:

以下股权证被注销：

NO. OF SHARE CERTIFICATE 股权证编码	NAME OF SHAREHOLDERS 股东名称	NUMBER OF SHARES 股权数
A6	Canada Zhonghe Investment Ltd. 加拿大中和投资有限公司	51 Class A Common Voting 51 份 A 类普通投票权股份
A7	HBIS Group International Holding Co., Limited 河钢集团国际控股有限公司	25 Class A Common Voting 25 份 A 类普通投票权股份
A9	Canada Zhonghe Investment Ltd. 加拿大中和投资有限公司	5,100,000 Class A Common Voting 5,100,000 份 A 类普通投票权股份
A10	HBIS Group International Holding Co., Limited 河钢集团国际控股有限公司	2,500,000 Class A Common Voting 2,500,000 份 A 类普通投票权股份

4. The following share certificate be and are hereby issued:
以下股权证被签发:

NO. OF SHARE CERTIFICATE 股权证编码	NAME OF SHAREHOLDERS 股东名称	NUMBER OF SHARES 股权数
A12	Canada Zhonghe Investment Ltd. 加拿大中和投资有限公司	3,922,000 Class A Common Voting 3,922,000 份 A 类普通投票权股份
A13	HBIS Group International Holding Co., Limited 河钢集团国际控股有限公司	1,920,000 Class A Common Voting 1,920,000 份 A 类普通投票权股份

5. The Central Securities Register of the Company be updated in respect of the share transaction referred to above.

公司的中央证券登记簿对于上述股权交易进行更新。

6. Any Director or Officer of the Company be authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Company if applicable all documents and other writings, and to take such further actions as he might consider necessary or desirable in order to give effect to the true intent of these Resolutions.

本公司任一董事或高级人员均获授权和按指示执行所有该等行动、行为及事项并签署所有文件及其他书面材料，以及采取其认为必要或适宜的进一步措施，以便执行本决议的真实意图。

7. All the Directors acknowledge and confirm that these Resolutions and the documents and instruments contemplated therein be drawn up in the English language and any translation is for reference only; in the event of any conflict between the version in English and any translations, the English language version shall prevail.

本公司所有董事知晓和确认本决议及所附文书均由英文起草，任何翻译文本仅作为参考；如英文文本与任何其他翻译文本不一致，以英文版本为准。

8. These Resolutions may be signed in as many counterparts as may be necessary, and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which so signed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution shall be deemed to bear the date set forth below.

本决议可以依需要签署多份副本，并可通过传真或其他电子通信方式交付，经如此签署和交付的打印副本被视为原件。所有签署副本合为一份文件。无论实际签署日期如何，本决议被视为在如下日期签署。

The undersigned, being all the Directors of the Company, consent to the foregoing Resolutions.

下列签署人为本公司全体董事，同意上述决议。

[SIGNATURE PAGE FOLLOWS]

[以下为签署页]

Dated: effective as of June 21, 2019.

日期：生效日为 2019 年 6 月 21 日。

XUE, WEIJUN 薛卫军

LIANG, XIFENG 梁希峰

WANG, FALIANG 王发良

ZHOUWEI 周围

CANADIAN BULLMOOSE MINES LTD.
(the "Company")

加拿大布尔默斯矿业公司
(“本公司”)

**RESOLUTIONS CONSENTED TO IN WRITING
BY ALL THE DIRECTORS OF THE COMPANY**

公司所有董事一致同意的书面董事会决议

RECITALS:

鉴于:

- A. Canada Zhonghe Investment Ltd. (“Canada Zhonghe”), Hebei Iron & Steel Group Co., Ltd. (now HBIS Group Co., Ltd., “HBIS Group”) and Canadian Dehua International Mines Group Inc. (“CDI”) entered into a joint development agreement dated August 10, 2010 (the “JDA”), pursuant to which, among other things, they agreed to form the Company with the shareholding interest of Canada Zhonghe of 51%, HBIS Group 25% and CDI 24%, and that each party shall contribute their proportionate share of the total capital contribution in the aggregate amount of US\$10 million which funds shall be used to determine the feasibility of certain coal mine property owned by CDI in the Province of British Columbia (“Mining Project”).

加拿大中和投资有限公司（“加拿大中和”）、河北钢铁集团有限公司（现称为“河钢集团有限公司”，简称为“河钢集团”）与加拿大德华国际矿业集团公司（“加拿大德华”）于2010年8月10日签订了一份《合作开发协议》。根据该协议，除其他事项外，三方同意成立本公司，持股比例为加拿大中和51%、河钢集团25%、加拿大德华24%。各方应按持股比例分摊总出资总额1000万美元，该笔资金应当用于确定加拿大德华在BC省拥有的特定煤矿资产（“矿业项目”）的可行性。

- B. Zhonghe subscribed to Class A Common Voting shares (the “Shares”) of the Company by contributing US\$5,100,000 and CAD\$51 and was issued 5,100,051 Shares in the capital of the Company (“Zhonghe Shares”), representing 51% interest in the Company.

加拿大中和出资5,100,000美元及51加元认购了本公司5,100,051份A类普通具有投票权的股票（“公司股权”），拥有公司51%的权益（“中和股份”）。

- C. HBIS International, having contributed US\$2,500,000 and CAD\$25 to the Company, is the registered and beneficial owner of 2,500,025 Shares in the capital of the Company (“HBIS Shares”), representing 25% interest in the Company.

- 2 -

河钢集团国际控股有限公司（“河钢国控”，为河钢集团的全资子公司）出资 2,500,000 美元及 25 加元取得了本公司 2,500,025 份公司股权（“河钢股份”），拥有公司 25% 的权益。

- D. Pursuant to the JDA, CDI agreed to pay Canada Zhonghe and HBIS Group an amount equal to their respective capital contribution if both Canada Zhonghe and HBIS Group decided not to proceed with the Mining Project and notified CDI of such decision.

依据《联合开发协议》，如果加拿大中和与河钢集团决定不再继续矿产项目的工作并将此决定通知加拿大德华，那么加拿大德华同意向加拿大中和与河钢集团支付其各自的资本金投入。

- E. Canada Zhonghe and HBIS Group had notified CDI of their decision not to proceed with the Mining Project, and CDI has agreed to return their respective capital contribution in an aggregate amount of US\$7,600,000 and CAD\$76 (“Capital Amount”) pursuant to the JDA by:

加拿大中和与河钢集团已经通知加拿大德华不再继续矿产项目，而加拿大德华业同意通过如下方式返还两家公司各自的资本金，共计 760 万美元和 76 加元（“资本金”）：

- (i) Authorizing the Company to distribute US\$505,900 and CAD\$1,693,716 (equal to US\$1,252,100 at the exchange rate of 1.3527CAD\$=1 US\$ as of May 31, 2019) of available funds in its bank account to Canada Zhonghe and HBIS International on account of return of Capital Amount through the repurchase of the equivalent proportional number of Zhonghe Shares and HBIS Shares at the original subscription cost of the Shares (“Repurchase of Shares”); and

授权本公司依照原始认股价格回购部分加拿大中和与河钢国控的公司股权从而向两家股东分配本公司银行账户中的\$505,900 美元和\$1,693,716 加元（此加元金额依照 2019 年 5 月 31 日 1.3527 加元=1 美元的汇率等值为\$1,252,100 美元）（“股权回购”）；以及

- (ii) Payment of the balance of the Capital Amount by transferring the remaining Zhonghe Shares and HBIS Shares at the original subscription cost of the Shares to CDI (“Share Transfer”).

资本金的余款通过以原始认股价格向加拿大德华转让中和股份与河钢股份的其余股票而得以支付（“股权转让”）。

SHARES TRANSFER

股权转让

RESOLVED THAT:

特此做出如下决议:

1. The Share Transfer hereby is and be approved and authorized.

股权转让特此被批准和授权。

2. The following share certificates be and are hereby cancelled:

以下股权证被注销:

NO. OF SHARE CERTIFICATE	NAME OF SHAREHOLDERS	NUMBER OF SHARES
股权证编码	股东名称	股权数
A12	Canada Zhonghe Investment Ltd. 加拿大中和投资有限公司	3,922,000 Class A Common Voting 3,922,000 份 A 类普通投票权股
A13	HBIS Group International Holding Co., Limited 河钢集团国际控股有限公司	1,920,000 Class A Common Voting 1,920,000 份 A 类普通投票权股

3. The following share certificates be and are hereby issued:

以下股权证被签发:

NO. OF SHARE CERTIFICATE	NAME OF SHAREHOLDERS	NUMBER OF SHARES
股权证编码	股东名称	股权数
A14	Canadian Dehua International Mines Group Inc. 加拿大德华国际矿业集团公司	3,922,000 Class A Common Voting 3,922,000 份 A 类普通投票权股
A15	Canadian Dehua International Mines Group Inc. 加拿大德华国际矿业集团公司	1,920,000 Class A Common Voting 1,920,000 份 A 类普通投票权股

4. The Central Securities Register of the Company be updated in respect of the share transaction referred to above.

公司的中央证券登记簿对于上述股权交易进行更新。

5. Any Director or Officer of the Company be authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Company if applicable all documents and other writings, and to take such further actions as he might consider necessary or desirable in order to give effect to the true intent of these resolutions.

本公司任一董事或高级人员均获授权和按指示执行所有该等行动、行为及事项并签署所有文件及其他书面材料，以及采取其认为必要或适宜的进一步措施，以便执行本决议的真实意图。

6. All the Directors expressly acknowledge and confirm that these Resolutions and the documents and instruments contemplated therein be drawn up in the English language and any translation is for reference only; in the event of any conflict between the version in English and any translations, the English language version shall prevail.

本公司所有董事知晓并认可本决议及所附文书均由英文起草，任何翻译文本仅作为参考；如英文文本与任何其他翻译文本不一致，以英文版本为准。

7. These Resolutions may be signed in as many counterparts as may be necessary, and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which so signed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution shall be deemed to bear the date set forth below.

本决议可以依需要签署多份副本，并可通过传真或其他电子通信方式交付，经如此签署和交付的打印副本被视为原件。所有签署副本合为一份法律文件。无论实际签署日期如何，本决议被视为在如下日期签署。

The undersigned, being all the Directors of the Company, consent to the foregoing Resolutions.

下列签署人为本公司全体董事，同意上述决议。

[SIGNATURE PAGE FOLLOWS]

[以下为签署页]

Dated: effective as of June 21, 2019.

日期：生效日为 2019 年 6 月 21 日。

XUE, WEIJUN 薛卫军

LIANG, XIFENG 梁希峰

WANG, FALIANG 王发良

ZHOUWEI 周围

Execution Version

DEMAND PROMISSORY NOTE

给加拿大中和的付款承诺书

TO: CANADA ZHONGHE INVESTMENT LTD.**Principal Amount: US\$3922000**

WHEREAS: Pursuant to an instrument of transfer, the Debtor issues this promissory note (the "Promissory Note"), in favour of the Holder as consideration in exchange for 3922000 Class A Common Voting shares in the capital of Canadian Bullmoose Mines Ltd. sold, assigned and transferred by the Holder to the Debtor.

基于：依据转让文件，借方签发此承诺函给持有方，以交换持有方出售转让给借方的加拿大布尔默斯矿业公司 3922000 股 A 类普通投票股。

Principal and Maturity 本金和截至期

1. **FOR VALUE RECEIVED**, Canadian Dehua International Mines Group Inc., a corporation incorporated under the laws of the Province of British Columbia (the "Debtor"), hereby promises to pay to or to the order of Canada Zhonghe Investment Ltd. (the "Holder") at such place as the Holder may from time to time designate to the Debtor:

作为对价，加拿大德华国际矿业公司，一家依照 BC 省法律成立的公司（借方），在此承诺在持有方指定地点支付给加拿大中和（持有方）：

The principal sum of US\$ 3922000 in lawful money of the United States (herein called the "Principal").

本金总额 3922000 美元（以下称：本金）。

2. The **Principal** shall be paid in full on or before December 31, 2019.

不迟于 2019 年 12 月 31 日 支付全额该本金。

Interest on Overdue Interest

3. No interest shall be payable by the Debtor to the Holder if the Principal is paid in full on or before December 31, 2019.

如果在 2019 年 12 月 31 日 或之前借方支付了该本金，则借方不用支付利息给持有方。

4. In the event that the payment of the **Principal** is unpaid in full on or before December 31, 2019, interest shall be payable on the unpaid amount. Compound interest in like money on the unpaid portion from time to time of the **Principal** until the **Principal** is repaid in full at the rate of **6% per annum**, accruing and compounded daily and calculated monthly (the "**Interest**");

如果该本金在 2019 年 12 月 31 日 前没有全额支付，未支付部分将支付利息。未支付的本金部分按照 **6%** 年利率按日累计、逐月计算利息，直至本金全额支付。

Application of Payments

5. Any amount paid in satisfaction of the indebtedness evidenced by this **Promissory Note** shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable, and then the remaining portion of such amount shall be applied in satisfaction of the **Principal**.

任何为此付款承诺函中的应付款而支付的款项将先用于支付已发生的且到期应付未付的利息，然后剩余部分用于支付本金。

Prepayment

6. At any time and from time to time any portion of the **Principal** may be prepaid without any notice being given to the Holder and without any bonus or penalty being paid to the Holder.

本金的任何部分可以不经告知而随时提前支付给持有人，不需要就提前支付部分给予任何优惠或者支付罚金。

Representations and Warranties

陈述与保证

7. The Debtor hereby represents and warrants in favour of the Holder as follows:

借方陈述与保证如下：

The execution, delivery and performance by the Debtor of this **Promissory Note** and the consummation of the transactions contemplated in the **Promissory Note**, do not and will not conflict with, result in any breach or violation of, or constitute a default under, the terms, conditions or provisions of, the charter or constating documents or by laws of, or any agreement and declaration relating to, the Debtor.

借方签署、递交和执行此承诺函以及完成此承诺函所列的交易，不会构成也不将会构成任何与适用的规章、法律或与借方相关的协议及声明的条款的抵触、违背或损害。

Non- Waiver 非违约弃权

8. The extension of the time for making any payment which is due and payable hereunder at any time or times or the failure, delay or omission on the part of the Holder to exercise or enforce any rights or remedies of the Holder hereunder shall not constitute a waiver of the right of the Holder to enforce such rights and remedies thereafter.

持有人同意延长到期支付时间，或者未按时、延误或遗漏执行此承诺函中的任何权益，不构成放弃持有人执行其权益。

Notices and Demands 通知和要求

9. All notices and demands provided for herein shall be in writing and shall be personally delivered or mailed by prepaid registered mail to the Debtor at:

所有通知和要求将派人专送或者付费挂号邮寄至如下地址给借方：

310 - 1155 West Pender Street
Vancouver, BC V6E 2P4

Attention: Naishun LIU
Email: lns9168@hotmail.com

or to such other address as the Debtor may from time to time designate to the Holder by notice in the aforesaid manner. Any notice or demand so personally delivered shall be deemed to have been validly and effectively given and received on the date of such delivery. Any notice or demand so mailed shall be deemed to have been validly and effectively given and received on the third day following the date of mailing.

或者按照上述方式递交到借方指定的其它地址。派人专送的任何通知和要求在递送当天视为有效送达生效。寄送的任何通知和要求在寄出第三天视为有效送达生效。

Amendments 修改

10. No amendment, modification or waiver of any provision of this promissory note or consent to any departure by the Debtor from any provision of this promissory note is in any event effective unless it is in writing and signed by the Holder and then the amendment, modification, waiver or consent is effective only in the specific instance and for the specific purpose for which it is given. 除非持有人书面同意并签署，对此承诺函的任何补充、修改、取消或同意背离此承诺函的任何条款均视为无效。对此承诺函的补充、修改、取消或同意背离只在特定情况下且基于特定目的有效。

Applicable Law 适用法律

11. This promissory note shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of

British Columbia. 此承诺函及各方的权利义务适用于 BC 省及加拿大联邦法律解释，各方无条件服从加拿大法庭之判决。

Time of the Essence 时间要素

12. Time shall in all respects be of the essence of this promissory note.

时间是此承诺函所有方面的要素。

Waiver of Benefits 权益弃权

13. The Debtor hereby waives the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this promissory note. 借方在此放弃权益分割和商讨，索偿要求和提示，未付款通知，异议或通知异议此承诺函。

Execution

14. Transmission of this promissory note by facsimile or e-mail in pdf format shall be as effective as delivery to the Holder of an original manually executed copy of this promissory note.

通过传真或者 PDF 格式的电子邮件传输此此承诺函与人工递送原件给持有人视为同样有效。

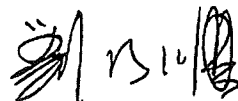
15. The Debtor hereto expressly acknowledge and confirm that this Statement and the documents and instruments contemplated therein be drawn up in the English language and any translation is for reference only. In the event of any conflict between the version in English and any translations, the English language version shall prevail.

借方明确知晓并确认此确认函及所附文书均由英文起草，任何翻译文本仅作为参考。如英文文本与任何其他翻译文本不一致，以英文版本为准。

[Signature Page Follows]

IN WITNESS WHEREOF the Debtor has executed this promissory note this
24 day of Sept., 2019.

**CANADIAN DEHUA INTERNATIONAL
MINES GROUP INC.**

By:  _____

Name: Naishun Liu

Title: Chairman

I have authority to bind the corporation.

CANADIAN BULLMOOSE MINES CO., LTD.

CERTIFICATE RECEIVED:

DATE: _____

(Signature)

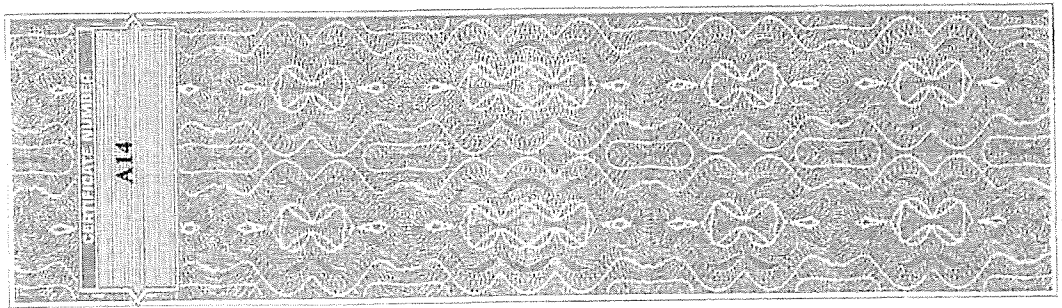
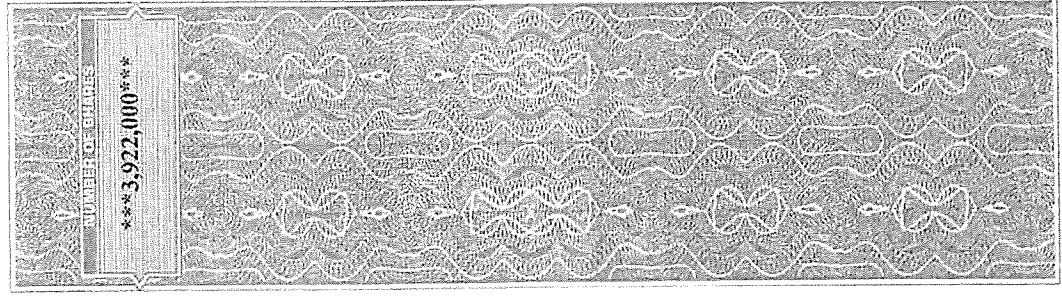
TRANSFER (OR ALLOTMENT) FROM

Transferred from Certificate #A12

REGISTERED HOLDER

Canadian Dehua International Mines Group Inc.

NUMBER OF SHARES: 3,922,000
CERTIFICATE NUMBER: A14
CLASS: A Common Voting
PAR VALUE: NPV
DATE OF ISSUE: September 27, 2019



A BRITISH COLUMBIA BUSINESS CORPORATIONS ACT COMPANY

DATE RECEIVED
 September 27, 2019

PAR VALUE
 NPV

CLASS
 A Common Voting

TRANSFER OF THIS SHARE IS RESTRICTED

CANADIAN BULLMOOSE MINES CO., LTD.

THIS CERTIFIES THAT ***CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.*** is the registered holder of the number and class of share described hereon, such share being fully paid up and non-assessable in the Capital of the Company, and subject to the Articles of the Company, transferable on the books of the Company by the registered holder in person, or by Attorney duly authorized in writing, upon surrender of this Certificate properly endorsed.

This is Exhibit " D " referred to in the affidavit of Failang Wang sworn before me, at Vancouver this 8th day of June, 2022.

Tom Hatch
 A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized director/officer, and, where required, to be sealed with its common seal, on the date of issue.

Failing Wang

Director/Officer

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3
Canada

T +1 604 631 3131
+1 866 635 3131
F +1 604 631 3232

fasken.com

September 30, 2020
File No.: 318655.00001/21569

Glen Nesbitt
Direct +1 604 631 4833
gnesbitt@fasken.com

By Courier and Email (Ins9168@hotmail.com)

Canadian Dehua International Mines Group Inc.

310 - 1155 West Pender Street
Vancouver, BC V6E 2P4
c/o Lim & Company Lawyers
Suite 202 - 2322 West 41st Avenue
Vancouver, BC V6M 1Z8

*This is Exhibit " E " referred to in the
affidavit of Failing Wang
sworn before me, at Vancouver
this 8 day of June, 2022
Glen Nesbitt
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA*

**Re: Indebtedness of Canadian Dehua International Mines Group Inc. (the "Borrower")
to Canada Zhonghe Investment Ltd. (the "Lender")**

We are legal counsel for the Lender.

We are advised that, pursuant to a demand promissory note dated September 24, 2019 (the "Promissory Note"), as at September 30, 2020, you are indebted to the Lender in the amount of \$4,101,726.36 USD (the "Indebtedness").

Pursuant to the Promissory Note, interest continues to accrue on the Indebtedness at the rate of \$672.41 USD per day from September 30, 2020, until the date of payment. In addition, the Lender has incurred, and will continue to incur, legal costs in relation to this matter and the Lender reserves the right to claim those against you.

The above balance is based on the records currently available to the Lender. If the true balance is different from the amount demanded above, or if since the date of this letter you have become indebted to the Lender for any additional monies, including any accrued or accruing interest, the Lender reserves the right to claim those additional amounts from you.

On behalf of the Lender, we hereby make formal demand for payment of the Indebtedness. We advise that if, by 4:00 PM on October 19, 2020, we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft made payable to "Fasken Martineau DuMoulin LLP, in trust", we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking payment of the Indebtedness together with interest and costs.

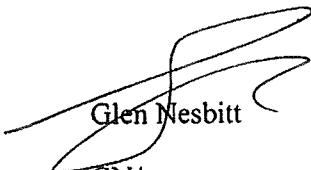
FASKEN

Please contact the writer directly before remitting payment to ascertain the amount of legal fees outstanding and interest accrued from September 30, 2020, to the date of payment.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Glen Nesbitt

GN/rc



FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3
Canada

T +1 604 631 3131
+1 866 635 3131
F +1 604 631 3232

fasken.com

November 16, 2020
File No.: 318655.00001/21569

Glen Nesbitt
Direct +1 604 631 4833
gnesbitt@fasken.com

By Courier and Email (Ins9168@hotmail.com)

Canadian Dehua International Mines Group Inc.
310 - 1155 West Pender Street
Vancouver, BC V6E 2P4
c/o Lim & Company Lawyers
Suite 202 - 2322 West 41st Avenue
Vancouver, BC V6M 1Z8

Attention: Niashun Liu

Dear Sirs/ Mesdames:

**Re: Indebtedness of Canadian Dehua International Mines Group Inc. (the "Borrower")
to Canada Zhonghe Investment Ltd. (the "Lender")**

We are legal counsel for the Lender.

We are advised that, pursuant to a demand promissory note dated September 24, 2019 (the "Promissory Note") as at November 16, 2020, you are indebted to the Lender in the amount of USD \$4,133,384.45 (the "Indebtedness").

Pursuant to the Promissory Note, interest continues to accrue on the Indebtedness at the rate of USD \$675.83 per day from November 16, 2020, until the date of payment. In addition, the Lender has incurred, and will continue to incur, legal costs in relation to this matter and the Lender reserves the right to claim those against you.

The above balance is based on the records currently available to the Lender. If the true balance is different from the amount demanded above, or if since the date of this letter you have become indebted to the Lender for any additional monies, including any accrued or accruing interest, the Lender reserves the right to claim those additional amounts from you.

On behalf of the Lender, we hereby make formal demand for payment of the Indebtedness. We advise that if, by 4:00 p.m. on November 20, 2020, we have not received payment of the full amount of the Indebtedness by way of certified cheque or bank draft made payable to "Fasken Martineau DuMoulin LLP, In Trust", we will thereafter seek our client's instructions to commence legal proceedings against you to collect this amount without further notice, seeking



FASKEN

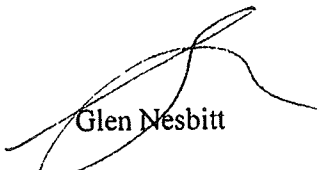
payment of the Indebtedness together with interest and costs. Please be advised that this is our client's final demand in relation to the Indebtedness.

Please contact the writer directly before remitting payment to ascertain the amount of legal fees outstanding and interest accrued from October 31, 2020, to the date of payment.

We trust you will give this matter your immediate attention. We look forward to timely receipt of payment in full of the Indebtedness.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP


Glen Nesbitt
GN/rc



**Agreement on the refund of investment from
Canadian Zhonghe Investment Ltd. in the Bullmoose Mine project**

Party A: Canadian Dehua International Mines Group Inc.

Party B: Canadian Zhonghe Investment Ltd

The parties A and B shall terminate the Bullmoose Mine Cooperation Project and have reached the terms of the agreement after friendly negotiation, which shall be abided by and implemented by both parties.

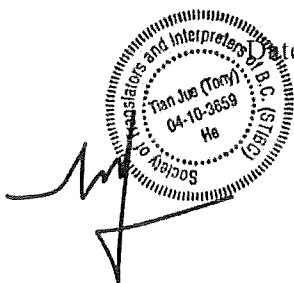
1. Party A undertakes to pay Party B a lump sum of USD 3,922,000 within 5 business days after Party B withdraws its case from the Supreme Court of British Columbia.
2. There shall be no more economic or other disputes between Parties A and B.
3. If Party A fails to pay Party B USD 3,922,000 in one lump sum within 5 business days after Party B withdraws its case from the Supreme Court of British Columbia, this Agreement shall become invalid, and Party B shall have the right to continue suing Party A.
4. If Party B violates this Agreement, Party A has the right to refuse to pay any amount to Party B based on the contract and evidence held by Party A.
5. This Agreement shall be made in 4 copies, with Party A and Party B each holding 2 copies.
6. This Agreement shall enter into force on the date of signature and seal of both Parties A and Party B.

Party A: Canadian Dehua
International Mines Group Inc.

Party B: Canadian Zhonghe
Investment Ltd

[Seal] Canadian Dehua
International Mines Group Inc.
[Signature] Liu Naishun

Liu Naishun (President)
Date: May 25, 2021



Date: May , 2021

*This is Exhibit " F " referred to in the
affidavit of Failang Wang
sworn before me, at Vancouver
this 8 day of June, 2022
Amstutz*

A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA

关于退还加拿大中和投资公司 在 Bullmoose 煤矿项目中的投资款之协议书

甲方：Canadian Dehua International Mines Group Inc.
加拿大德华国际矿业集团公司

乙方：Canadian Zhonghe Investment Ltd
加拿大中和投资公司

甲、乙双方就终止 Bullmoose 煤矿合作项目，经友好协商达成以下协议条款，双方共同遵守执行。

1. 甲方承诺乙方从 BC 省高等法院撤诉后的 5 个工作日内，一次性支付乙方 3,922,000 美元。
2. 甲、乙双方不再有任何经济纠纷和其它纠纷。
3. 如果甲方未能在乙方从 BC 省高等法院撤诉后的 5 个工作日内，一次性支付乙方 3,922,000 美元，则本协议失效，乙方有权继续起诉甲方。
4. 如果乙方违反本协议，则甲方有权依据自方执有的合同和证据拒绝支付乙方的任何款额。
5. 本协议一式 4 份，甲乙双方各执 2 份。
6. 本协议自甲、乙双方签字、盖章之日起生效。

甲方：加拿大德华国际矿业集团公司



刘乃顺(总裁)

日期：2021 年 05 月 25 日

乙方：加拿大中和投资公司

日期：2021 年 05 月 日



BARRISTERS & SOLICITORS
3200 • 650 West Georgia Street
Vancouver BC Canada V6B 4P7
Tel. 604 687 0411 • Fax 604 669 9385

ERIN HATCH
DIRECT LINE: 604 895 2818
ehatch@harpergrey.com
www.harpergrey.com

File Number: 150551

June 3, 2021

BY EMAIL (LNS9168@HOTMAIL.COM)

Canadian Dehua International Mines Group Inc.
Suite 202-2232 West 41st Avenue
Vancouver, B.C. V6M 1Z8

*This is Exhibit " G " referred to in the
affidavit of Failang Wang
sworn before me, at Vancouver
this 8th day of June 2022
Erin Hatch
A COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA*

Dear Sirs/Mesdames:

Re: Canada Zhonghe Investment Ltd. v. Canadian Dehua International Mines Group Inc.; SCBC Vancouver Registry Action No. S-214547

With regard to the above noted legal proceeding, I confirm that the following settlement terms were agreed to by my client, Canada Zhonghe Investment Ltd., and Canadian Dehua International Mines Group Inc. ("Canadian Dehua"):

- a) On or before **Friday, June 11, 2021 at 4 p.m.**
 - i. Canadian Dehua will deposit to my law firm's trust account the sum of US\$3,922,000 (the "Funds") and deliver, by email, proof of the deposit to me. My law firm's trust account details are as follows:

Wire Instructions
Name on Account: Harper Grey LLP Trust
Transit: 94000
Account #: 02855001029
Clearing Code/Routing #: 000494000
Swift Code: TDOMCATTOR

- ii. Canadian Dehua will execute page 2 of the enclosed Consent Dismissal Order and deliver the originally signed Consent Dismissal Order to my office:

Harper Grey LLP
Attention: Erin Hatch
650-3200 West Georgia Street
Vancouver, BC V6B 4P7

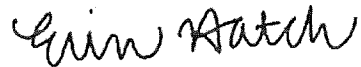
Harper Grey LLP

Page 2

- b) My office will file the Consent Dismissal Order at the Supreme Court of British Columbia and, upon the filing of the same, I will be at liberty to release the Funds to my client.

Yours truly,

HARPER GREY LLP



Per: Erin Hatch

EMH/ksw

Encl.

No. S-214547
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CANADA ZHONGHE INVESTMENT LTD.

PLAINTIFF

AND:

CANADIAN DEHUA INTERNATIONAL MINES GROUP INC.

DEFENDANT

CONSENT ORDER

FORM 34 RULES 8-3(1), 13-1(3) AND 17-1(2)

BEFORE	<input type="checkbox"/> A JUDGE OF THE COURT) <input type="checkbox"/> A MASTER OF THE COURT) _____, 2021 <input type="checkbox"/> A REGISTRAR)
--------	---

ON THE APPLICATION of the plaintiff, Canada Zhonghe Investment Ltd, without a hearing and by consent;

THIS COURT ORDERS that:

1. The within action be dismissed as against the defendant, Canadian Dehua International Mines Group Inc., without costs to any party;
2. Such dismissal be for all purposes and of the same force and effect as if judgment dismissing the claim had been pronounced after the trial of this action on the merits; and

3. The parties have leave to execute this consent order in counterpart.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

Lawyer for the plaintiff, Canada Zhonghe
Investment Ltd.
Erin Hatch

Canadian Dehua International Mines
Group Inc.

By the Court

Registrar