Redacted Version

SHARE PURCHASE AGREEMENT

BETWEEN

OPUNAKE HYDRO HOLDINGS LIMITED

AND

LYNX CLEAN POWER CORP.

October 30, 2015

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SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT dated as of October 30, 2015, is entered into by and between Opunake Hydro Holdings Limited, a corporation existing under the Laws of New Zealand (the "**Purchaser**") and Lynx Clean Power Corp., a corporation existing under the Laws of British Columbia (the "**Vendor**").

R E C I T A L S

A. The Vendor, a direct wholly owned subsidiary of Coronado Resources Ltd. ("**Coronado**"), a corporation existing under the Laws of British Columbia, is the registered and beneficial owner of 2,100,000 shares in the capital of its direct wholly owned subsidiary, Opunake Hydro Limited, a corporation existing under the laws of New Zealand (the "**Company**"); and

B. The Purchaser is willing to purchase from the Vendor, and the Vendor is willing to sell to the Purchaser its respective shares in the capital of the Company (the "**Shares**"), the Shares being all of the issued and outstanding common shares of the Company, on and subject to the terms and conditions contained in this Agreement (the "**Transaction**").

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein shall, unless the context otherwise requires, have the meanings set forth in Schedule "A".

1.2 Date For Any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.3 Schedules

The following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule A — Definitions
Schedule B — Required Regulatory Approvals
Schedule C — Asset Description
Schedule D — Ergo Report
Schedule E — VCB-02 Schematic and Picture

ARTICLE 2
THE PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the terms and conditions of this Agreement the Vendor agrees to sell, assign and transfer, free and clear of any Encumbrances, to the Purchaser, and the Purchaser agrees to purchase from the Vendor on the Closing Date, the Shares.

2.2 Purchase Price

The aggregate consideration (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Shares is an aggregate Purchase Price of NZ$200,000 plus GST (if any) subject to any Working Capital Adjustment under clause 2.4.

2.3 Lowest Price

For the purposes of the financial arrangements rules in the Income Tax Act 2007 of New Zealand (the "**Tax Act**") the parties agree that:

(a) they are independent parties dealing at arm's length with each other in relation to the transactions under this Agreement;

(b) the Purchase Price is the lowest price they would have agreed on the date this agreement was entered into if payment would have been required in full at the time the first "right" (within the meaning provided to that term in the Tax Act) in the Shares was transferred;

(c) the Purchase Price is the value of the Shares; and

(d) they will compute their taxable income for the relevant period on the basis that the Purchase Price does not include any capitalised interest component and will file their income tax returns accordingly.

2.4 Working Capital Adjustment

(a) **Working Capital Adjustment**: If and to the extent that the Working Capital of the Group on Adjustment Date:

(i) [redacted]

(ii) [redacted].

(each a "**Working Capital Adjustment**") in each case such payment shall be made on or before 5:00pm on the 5th Business Day after the Working Capital Adjustment has been determined under this clause 2.4.

(b) **Vendor to prepare Completion Statement**: For the purposes of determining the Working Capital Adjustment the Vendor shall promptly after Completion, and in any event no later than 5:00pm on the date which is 2 months after the Adjustment Date:

(i) prepare (or procure that the Company prepares) the Completion Statement; and

(ii) provide a copy of the Completion Statement and any working papers relating to its preparation to the Purchaser.

(c) **Basis of preparation of Completion Statement**: The Completion Statement shall be prepared as at the Adjustment Date in accordance with NZ GAAP (and the resulting calculation of Working Capital will be on the same basis).

(d) **Working papers**: The Vendor will give the Purchaser reasonable and timely access to the working papers and other information and materials and written answers to questions from the Purchaser in relation to them relating to the preparation of the draft Completion Statement ("**Working Papers**") to satisfy the Purchaser (acting reasonably) as to the method of preparation and accuracy of the Completion Statement.

(e) **Acceptance or Objection**: Within 20 Business Days of receipt of the Completion Statement and the Working Papers the Purchaser will notify the Vendor in writing either that it:

(i) agrees with the Working Capital Adjustment set out in the Completion Statement; or

(ii) objects to the proposed Working Capital Adjustment, giving reasonable details of their objection and what they consider the Working Capital Adjustment should be ("**Objection Notice**").

(f) **Procedure for objection**: If the Purchaser gives an Objection Notice the Vendor and the Purchaser must:

(i) negotiate for a period of 10 Business Days from the date of the Objection Notice to attempt to agree on the Working Capital Adjustment; and

(ii) if the dispute is not resolved within that period then either the Vendor or the Purchaser may, by notice in writing served on the other, have the matter determined under the Dispute Process.

(g) **Determination**: The Working Capital Adjustment shall be:

(i) if the Purchaser agrees with the Working Capital Adjustment proposed by the Vendor in accordance with clause 2.4(e), the Working Capital Adjustment set out in the Completion Statement given to the Purchaser in accordance with clause 2.4(b)(ii); or

(ii) if the Purchaser gives an Objection Notice to the Vendor under clause 2.4(e)(ii) the amount agreed under clause 2.4(f) or determined under the Dispute Process.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows as of the date hereof and on the Closing Date and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the Transaction as contemplated herein and in entering into this Agreement.

3.1 Organization and Corporate Power

[redacted] the Company and the Subsidiary are validly existing under New Zealand Law and are companies registered under the Companies Act, the Vendor is validly existing under the Laws of British Columbia and each of the Vendor and each Group member has the full legal right, power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement.

3.2 Authority

Each of the Vendor and the Company has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement. This Agreement has been executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.

3.3 Capitalization

With the exception of the Company issuing shares to the Vendor in full satisfaction of the Shareholder Loan, the Company only has the Shares issued and outstanding as at the date hereof. The Vendor is the registered and beneficial holder of the Shares. The Vendor is the only registered holders of the Shares and has good and valid title to its Shares, free and clear of any Encumbrances. With respect to the Vendor, (i) its Shares are the only common shares of the Company held by the Vendor; (ii) the Vendor has the ability to vote all of its voting Shares at any meeting of the shareholders of the Company, or by written consent in lieu of any such meeting; and (iii) the Vendor has not appointed or granted any proxy or entered into any agreement, contract, commitment or understanding with respect to any of its Shares. Except for the Vendor, there are no other registered or beneficial owners of any common shares or any other securities of the Company. All of the Shares have been duly authorized and validly issued in accordance with applicable Law and are fully paid and non-assessable. There are no restrictions of any kind on the transfer of the Shares except those set out in the constating documents of the Company.

3.4 No Other Shares or Rights

With the exception of the Company issuing shares to the Vendor in full satisfaction of the Shareholder Loan, there are no agreements, arrangements or understandings in force that call for

the present or future issue, disposal or transfer of, or grant to any person the right at any time to require the issue or transfer of, any Share or other security in the Company or the Subsidiary to a third party. There are no voting agreements or arrangements with respect to any Shares of the Company.

3.5 Compliance with the Companies Act

[redacted] each Group member is in compliance with the provision of the Companies Act in all material respects.

3.6 No Subsidiaries

Other than the Subsidiary, the Company has no subsidiaries and is not a party to any other arrangement with another company the effect of which is or will be to render that other company in substance or effect a subsidiary of the Company.

3.7 Other Arrangements

No Group member:

(a) has any legal or beneficial right in, and has not agreed to acquire, subscribe or take up, any shares or other securities in any company, unit trust or other entity;

(b) controls any company or other entity (other than in the case of the Company, the Subsidiary);

(c) is not a member of or party to any joint venture, consortium, partnership or unincorporated association; and

(d) is not party to any agreement for participation with any other person in any business activity deriving profits, commissions or other income.

3.8 No Vendor/Company Agreements

There are no agreements, arrangements or understandings or binding obligations between any Group member and the Vendor, other than the Shareholder Loan.

3.9 Other Land

The Vendor and the Company have provided to the Purchaser, prior to the date of this Agreement, copies of all leases of land to which the Group is a party (and any agreement to lease land).

3.10 No Debt or Security Interest

Except as provided below, (i) no Group member owes any money to any person other than trade creditors in the ordinary course of business, the amounts owed upon execution and completion of the Deed of Settlement and Termination Agreement between Utilise Limited, the Company,

Coronado, MGH Sales Limited, MGH Capital Limited and Electricity New Zealand Limited to terminate the Sales Agency and Support Agreement and the arrangements thereunder, and the Shareholder Loan; (ii) no Group member is a party to any arrangements which allow or require it to borrow money from any person; and (iii) no person has any security interest or other Encumbrance over or in respect of any Group member's assets. The Parties acknowledge that as of the date of this Agreement the Company has the following financing statements registered:

(a) [redacted].

3.11 Solvency

The Group is solvent and is able to satisfy the solvency test set out in Section 4 of the Companies Act.

3.12 No Events of Default

There are no circumstances existing prior to the Closing Date that will result in the administration, liquidation or removal of any Group member from the New Zealand Register of Companies or the appointment of a receiver or statutory manager of any Group member or any of its assets.

3.13 Power of Attorney

Neither the Vendor nor any Group member has granted any power of attorney or conferred on any person any subsisting authority to bind a Group member in any way (including in favour of any bank), in each case that is still in force.

3.14 Business Operations

No event has occurred nor has any circumstance arisen that could reasonably be expected to have a Material Adverse Effect on the Group.

3.15 No Adverse Rights

Neither the execution of this Agreement, nor the transfer of any of the Shares to the Purchaser, nor any other matter contemplated by or done pursuant to this Agreement:

(a) contravenes any applicable Laws;

(b) constitutes (or would constitute) a breach of any material contract to which any Group member is a party;

(c) entitles (or would entitle) any person to cancel, terminate earlier than would otherwise have been the case, or adversely modify, any material contract to which any Group Member is a party or any right or benefit available to the Company, other than [redacted];

(d) entitles (or would entitle) any person to acquire, or to require any Group member to dispose of, all or any interest in any material right or benefit to which the Company is entitled; and

(e) otherwise causes, or is likely to cause, any right or benefit of or relating to the Group to be cancelled, terminated, lost, materially and adversely qualified or materially impaired.

3.16 No Breach or Terminations

In each case that might reasonably be expected to have a Material Adverse Effect on the Group; (a) no Group member is in default, nor would it be in default but for the requirements of notice or lapse of time, under any material agreement to which it is a party; (b) no Group member has received any written notice from a person alleging any breach of, or default under, any material agreement to which it is a party; (c) and the no Group member has received, or given, any notice of termination of any material agreement to which it is a party.

3.17 Disclosure of Agreements

No Group member is party to any agreement or other binding commitment that is material to the Group that has not been fully and fairly disclosed to the Purchaser.

3.18 No Excessive Commitments

No Group member is party to any agreement that:

(a) involves the Group member giving a guarantee, indemnity or letter of comfort in respect of, or to be otherwise contingently liable for, the obligations of any other person;

(b) involves any express warranty or guarantee in respect of goods or services provided by the Group member;

(c) restricts or prevents the Group member from carrying on any activity or Business in any area; or

(d) confers on any person any rights as a consequence of a change in the shareholding in or composition of the Board of Directors.

3.19 Compliance

[redacted], no Group member is currently in breach of any law (including any Environmental Law) where such breach might reasonably be expected to have a Material Adverse Effect on it or its Business.

3.20 Permits

The Group holds all permits that are necessary or desirable for it to carry on its Business as currently conducted. In respect of each permit, all fees due have been paid and it is otherwise valid and in good standing, all conditions are being fully complied with, there is no factor known to the Vendor which could prejudice its continuance or renewal and the Vendor is not aware of any reason why the permits would be prejudiced in any way by, or revoked as a consequence of, the entry into or performance of this Agreement.

3.21 Litigation, Claims and Proceedings

No Group member is involved in any investigation, prosecution, litigation, arbitration, proceedings or any other form of mediation or dispute resolution or other Legal Proceedings (except as plaintiff in normal debt collection proceedings). There are no claims or disputes against or involving any Group member that are to the knowledge of the Vendor likely to give rise to any legal or other proceedings that might reasonably be expected to have a Material Adverse Effect on the Group. To the knowledge of the Vendor, there are no enquiries pending before or, threatened by, any government agency in relation to any Group member, and in particular to the knowledge of the Vendor no Group member is involved in any dispute with New Zealand Inland Revenue Department. To the knowledge of the Vendor, there are no unsatisfied judgments, awards, claims, demands or orders against the Company or the Vendor affecting their rights to transfer the Shares.

3.22 Insurance

The insurance coverage relating to the Group is in force and no fact or circumstance exists, to the knowledge of the Vendor that would render any such insurance void or unenforceable. The Group has paid all premiums in relation to each insurance policy and has not done or omitted to do anything that might render any such policy void or unenforceable or otherwise limit, prejudice or reduce recovery under any such policy and no other circumstance exists, to the knowledge of the Vendor, that could reasonably be expected to render any such policy void or unenforceable or otherwise limit, prejudice or reduce recovery under any such policy. There is no claim outstanding under any policy of insurance held by or for the benefit of the Group and to the knowledge of the Vendor no circumstance exists that is likely to give rise to such a claim. To the knowledge of the Vendor, no insurance claims by the Group have been refused.

3.23 Tax Payments and Withholdings

All Tax payments or withholdings of Tax required to be made by the Group before the Closing Date and each instalment of provisional Tax of the Group in respect of periods commencing on or before the Closing Date, will have been made, or will be made by the Closing Date and the Group (where required by law to do so before the Closing Date) has accounted, or will by the Closing Date account, to the relevant Tax Authority for any Tax so withheld by it on a timely basis.

3.24 Tax Returns

The Group has made and filed all Tax Returns with, and has made or supplied all registrations, elections, notices and information to the relevant Tax Authorities as is required by Law for the most recent financial year. To the knowledge of the Vendor, all such Tax Returns, registrations, elections, notices and information supplied were correct, disclosed all material items, were consistent with the Tax Return filing position, were made on a proper and timely basis and are not the subject of any dispute.

3.25 Tax Records

The Group has kept and preserved those records that it has been required to keep and preserve for the purposes of the Tax Legislation or any relevant law including copies of all Tax Returns, registrations, elections, notices, and any other documents submitted to the relevant Tax Authority; and all records necessary for ascertaining capital gains and capital losses (including net capital gains and net capital losses). The Group does not have any liability for Tax that is not disclosed in the most recent financial statements of the Group.

3.26 Tax Disputes

The Group is not in any dispute with any Tax Authority and no Tax audit, review or investigation by the New Zealand Inland Revenue Department or any other applicable Tax Authority is presently being undertaken or, so far as the Vendor is aware, is pending as at the Closing Date.

3.27 Consents

No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by the Vendor in connection with the execution and delivery of this Agreement or made by the Vendor in connection with the Transaction as contemplated herein other than the Required Regulatory Approvals.

3.28 Survival of Representations and Warranties

Only the representations and warranties of the Vendor contained in clauses [redacted] shall survive the Closing Date and shall expire and be terminated and extinguished on the date which is 3 months from the Closing Date.

3.29 Purchaser Warranty Claims

The Purchaser agrees that it shall not make a claim for breach of any applicable representations and warranties of the Vendor unless the Purchaser has given the Vendor written notice of the claim including reasonable details on or before the date falling 3 months after the Closing Date.

3.30 Monetary Thresholds for Claims

The Purchaser shall not make any claim for breach of any applicable representations and warranties of the Vendor unless the Purchaser's loss in respect of that claim (or the aggregate amount claimed in respect of a series of related applicable claims arising out of the same event) exceeds [redacted].

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendor as of the date hereof and the Closing Date and acknowledges that the Vendor is relying upon these representations and warranties in connection with the Transaction and in entering into this Agreement:

4.1 Organization and Corporate Power

The Purchaser is a corporation incorporated, organized and subsisting under the Laws of the jurisdiction of its incorporation. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Purchaser as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments.

4.2 Authority

The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of the transactions contemplated by this Agreement have been authorized and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or to complete the transactions contemplated hereby. This Agreement has been executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.

4.3 No Conflict or Violation

Subject to receipt of the approvals set out in Section 3.27, the execution and delivery of this Agreement and the completion of the Transaction and the other transactions contemplated herein do not, and will not, result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of:

(a) the constating documents of the Purchaser;

(b) any applicable Law; or

(c) any contract, agreement, license or permit to which the Purchaser is bound or is subject to or of which the Purchaser is the beneficiary.

4.4 Survival of Representations and Warranties

The representations and warranties of the Purchaser contained in this Agreement shall survive the Closing Date and shall expire and be terminated and extinguished on the date which is 3 months from the Closing Date.

4.5 Vendor Warranty Claims

The Vendor agrees that it shall not make a claim for breach of any applicable representations and warranties of the Purchaser unless the Vendor has given the Purchaser written notice of the claim including reasonable details on or before the date falling 3 months after the Closing Date.

4.6 Monetary Thresholds for Claims

The Vendor shall not make any claim for breach of any applicable representations and warranties of the Purchaser unless the Vendor's loss in respect of that claim (or the aggregate amount claimed in respect of a series of applicable related claims arising out of the same event) exceeds [redacted].

ARTICLE 5
COVENANTS AND AGREEMENTS

5.1 Covenants of the Vendor

(a) The Vendor shall use its commercially reasonable efforts to, and shall use its commercially reasonable efforts to cause the Company to, perform all obligations required to be performed by it or the Company under this Agreement, cooperate with the Purchaser in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement. Without limiting the generality of the foregoing, the Vendor shall:

(i) use commercially reasonable efforts to satisfy or cause to be satisfied as soon as reasonably practicable all the conditions precedent that are set forth in Article 6 hereof;

(ii) take all steps necessary to provide or procure the necessary Board Approvals prior to the Closing Time;

(iii) as soon as reasonably practicable lawfully convene and hold the Shareholders' Meeting to consider the Shareholders' Resolution;

(iv) as promptly as reasonably practicable following the date hereof, the Vendor shall request that Coronado prepare the Circular together with any

other documents required by Applicable Securities Laws or other applicable Laws in connection with the approval of the Shareholders' Resolution by the Coronado Shareholders at the Shareholders' Meeting;

(v) request that Coronado solicit from Coronado Shareholders proxies in favour of approval of the Shareholders' Resolution (in a commercially reasonable manner) and use commercially reasonable efforts to obtain the approval by the Coronado Shareholders of the Shareholders' Resolution;

(vi) diligently defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(vii) use commercially reasonable efforts to have lifted or rescinded any injunction or restraining order or other order which may adversely affect the ability of the Parties to consummate the transactions contemplated hereby; and

(viii) effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Vendor or the Company in connection with the transactions contemplated hereby.

(b) On or immediately prior to the Closing Date, any Shareholder Loan amount outstanding will be repaid, capitalised or forgiven.

5.2 <u>Additional Interim Covenants of the Vendor</u>

(a) Except as otherwise provided in this Agreement or with the consent of the Purchaser or as a result of the actions of the Purchaser and its Affiliates, the Vendor agrees from the date of this Agreement until the earlier of the Closing Time and the date on which this Agreement is terminated in accordance with Article 8, that the Vendor:

(i) shall cause the Company and the Subsidiary to: (A) carry on its Business in the usual and ordinary course consistent with past practices and (B) maintain and keep its Business in good standing in all material respects;

(ii) other than a distribution to the Vendor, Cheal or to another subsidiary of Coronado of some or all of the consideration it receives pursuant to the Generator Transaction (which distribution will not exceed NZ$2,000,0000 plus GST (if any)), shall not permit the Company or the Subsidiary, to (A) declare, set aside or pay any dividends on, make other distributions or return capital in respect of any of its common shares or any other equity interests, in cash, shares property or otherwise, (B) split, combine, subdivide or reclassify any of its common shares or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, its common shares, (C) issue, sell, pledge, reserve, set aside, dispose of, grant or encumber, repurchase, redeem or otherwise

acquire any common shares, or authorize any of the foregoing, or (D) enter into or announce any agreement or arrangement with respect to the sale, voting, registration or repurchase of any common shares or any security convertible into or exchangeable for such common shares;

(iii) shall not permit the Company or the Subsidiary to authorize, make or commit to make any expenditures not contemplated in this Agreement (including capital expenditures and capital lease obligations) in excess of [redacted] individually or in the aggregate except for (A) reoccurring expenditures such as office rental, salaries, office expenses, (B) payment of outstanding obligations existing on the date of this Agreement, and (D) expenditures in accordance with the proposed 2015 operating plan and budget disclosed to the Purchaser;

(iv) shall not permit the Company or the Subsidiary to reorganize, recapitalize, consolidate, dissolve, liquidate, amalgamate or merge with any other person, nor acquire or agree to acquire, by amalgamating, merging or consolidating with, by purchasing an equity interest in or a portion of the assets of, or by any other manner, any Business or person or otherwise acquire or agree to acquire any assets of any other person;

(v) shall not, nor shall it permit the Company or the Subsidiary to, sell, pledge, encumber, lease (whether such lease is an operating or capital lease) or otherwise dispose of the common shares or any other assets of the Company or the Subsidiary, except and in the case of the Generator Transaction and other assets in the ordinary course of business;

(vi) shall not permit the Company or the Subsidiary to: (A) incur any indebtedness for borrowed money or purchase money indebtedness or assume, guarantee, endorse or enter into a "keepwell" or similar arrangement with respect to, any indebtedness, (B) enter into any material operating lease or (C) refinance any debt;

(vii) shall not permit the Company or the Subsidiary to amend or revoke its constating documents;

(viii) save in respect of the repayment of the Shareholder Loan, shall not permit the Company or the Subsidiary to pay, discharge, satisfy, compromise or settle any claims, obligations or liabilities prior to the same being due;

(ix) shall not, nor shall it permit the Company or the Subsidiary to: (A) enter into, terminate or waive any provision of, exercise any option or relinquish any contractual rights under, or modify in any material respect any material contract relating to the Group's assets, other than the termination of the Sales Agency and Support Agreement and the arrangements thereunder or (B) waive, transfer, grant or release any claims or potential claims of material value; or

(x) shall not, nor shall it permit the Company or the Subsidiary to, take or fail to take any action which would cause any of the Vendor's representations or warranties hereunder to be untrue in any respect or would be reasonably expected to prevent or materially impede, interfere with or delay the Transaction or which would cause the conditions set forth in Section 6.2(a) not to be satisfied.

(b) The Vendor shall promptly furnish to the Purchaser all such information regarding the Vendor as may be required by the Purchaser for any application or other filing to be made by the Purchaser pursuant to the rules and regulations of any applicable Laws (including all information regarding the Vendor required to be included any application for a Purchaser Required Regulatory Approval) in connection with the transactions contemplated hereby. The provision of information by the Vendor to the Purchaser in accordance with this Section 5.2(b) shall be deemed to be a representation by the Vendor to the Purchaser that such information (i) does not contain any misrepresentation and does not contain an untrue statement of material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (ii) comply, in all material respects, with Applicable Laws.

(c) The Vendor shall promptly advise the Purchaser in writing:

(i) of any event, condition or circumstance that might be reasonably expected to cause any representation or warranty of the Vendor contained in this Agreement to be untrue or inaccurate on the Closing Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date) in any material respect;

(ii) of any Material Adverse Effect on the Group or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on the Company; or

(iii) of any material breach by the Vendor of any covenant, obligation or agreement contained in this Agreement.

5.3 <u>Covenants of the Purchaser</u>

(a) The Purchaser shall promptly advise the Vendor in writing:

(i) of any event, condition or circumstance that might be reasonably expected to cause any representation or warranty of the Vendor relating to the Company or of the Purchaser contained in this Agreement to be untrue or inaccurate on the Closing Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date) in any material respect; or

(ii) of any Material Adverse Effect on the Group or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on the Company or the Subsidiary; or

(iii) of any material breach by the Purchaser of any covenant, obligation or agreement contained in this Agreement,

of which it becomes aware.

(b) The Purchaser shall promptly furnish to the Vendor all such information regarding the Purchaser as may be required by the Vendor for any application or other filing to be made by the Vendor pursuant to the rules and regulations of any applicable Laws (including all information regarding the Purchaser required to be included in the Circular or in an applicable for a Vendor Required Regulatory Approval) in connection the transactions contemplated hereby. The provision of information by the Purchaser to the Vendor in accordance with this Section 5.3(b) shall be deemed to be a representation by the Purchaser to the Vendor that such information (i) does not contain any misrepresentation and does not contain an untrue statement of material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (ii) comply, in all material respects, with Applicable Securities Laws.

(c) The Purchaser shall use its commercially reasonable efforts to, perform all obligations required to be performed by the Purchaser under this Agreement, cooperate with the Vendor in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, the Purchaser shall:

(i) use commercially reasonable efforts to satisfy or cause to be satisfied as soon as reasonably practicable all the conditions precedent that are set forth in Article 6 hereof;

(ii) diligently defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(iii) use commercially reasonable efforts to have lifted or rescinded any injunction or restraining order or other order which may adversely affect the ability of the Purchaser to consummate the transactions contemplated hereby; and

(iv) effect all necessary registrations, filings and submissions of information required by Governmental Entities from the Purchaser in connection with the transactions contemplated hereby.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to consummate the Transaction shall be subject to the satisfaction of the following conditions on or before the Closing Date, each of which may only be waived by the mutual consent of the Parties unless specified otherwise in this clause:

(a) the Shareholders' Resolution shall have been approved by the Coronado Shareholders at the Shareholders' Meeting;

(b) the completion of the Generator Transaction;

(c) the full execution and completion of the Deed of Settlement and Termination Agreement between Utilise Limited, the Company, Coronado, MGH Sales Limited, MGH Capital Limited and Electricity New Zealand Limited to terminate the Sales Agency and Support Agreement and the arrangements thereunder;

(d) settlement and termination of the Shareholder Loan, either by repayment or forgiveness of all outstanding amounts;

(e) the Company, the Purchaser and Cheal Petroleum Limited ("**Cheal**") have mutually agreed upon amendments to the Gas Supply Agreement and the Electricity Services Agreement;

(f) TAG Oil Ltd. ("**TAG Oil**"), and any of its subsidiaries, are released as guarantors with regards to the Company's arrangement under which [redacted] has given performance bonds to the New Zealand electricity market clearing manager, lines companies, and hedge counterparties;

(g) removal of financing statement registered as [redacted];

(h) the Purchaser procuring the provision of performance bonds that will satisfy the obligations of the Company under Part 14A - Prudential requirements of the Electricity Industry Participation Code 2010;

(i) no provision of any applicable Laws and no judgment, injunction, order or decree shall be in effect which (i) restrains or enjoins or otherwise prohibits the consummation of the transaction (including the Transaction) contemplated by this Agreement; or (ii) seeks to impose limitations on the ability of the Purchaser to acquire or hold, or exercise full rights of ownership of, the Shares after the Closing Time; and

(j) the Required Regulatory Approvals and all required third party consents or approvals, including consent for a change of control as required under the

Services Agreement, shall have been obtained and be in full force and effect and shall not be subject to any stop-order or proceeding seeking a stop-order or revocation.

6.2 Additional Conditions Precedent to the Obligations of the Purchaser

The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions (each of which is for the exclusive benefit of the Purchaser and may be waived by the Purchaser on behalf of the Purchaser) on or before the Closing Date:

(a) the Vendor shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by it on or before the Closing Time;

(b) each of the representations and warranties of the Vendor under this Agreement (which for purposes of this clause (b) shall be read as though none of them contained any Material Adverse Effect or other materiality qualification) shall be true and correct in all material respects as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct as of such specified date); and

(c) the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated the Closing Date, signed on behalf of the Vendor by an officer of the Vendor, confirming that the conditions in Sections 6.2(a) and (b) have been satisfied.

6.3 Additional Conditions Precedent to the Obligations of the Vendor

The obligations of the Vendor to consummate the transactions contemplated under this Agreement shall be subject to satisfaction of the following conditions (each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor) on or before the Closing Date:

(a) the Purchaser shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by it on or before the Closing Time;

(b) each of the representations and warranties of the Purchaser under this Agreement (which for purposes of this clause (b) shall be read as though none of them contained any Material Adverse Effect or other materiality qualification) shall be true and correct in all material respects as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct as of such specified date); and

(c) the Vendor shall have received a certificate of the Purchaser addressed to the Vendor and dated the Closing Date, signed on behalf of the Purchaser by two

authorized signatories of the Purchaser, confirming that the conditions in Sections 6.3(a) and (b) have been satisfied.

6.4 Satisfaction of Conditions Precedent

The conditions precedent set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released at the Closing Time.

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 Closing

The Closing shall take place at the Closing Time at the offices of Blake, Cassels & Graydon LLP in Vancouver, British Columbia, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendors and the Purchaser.

7.2 Vendor's Closing Deliveries

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following documents:

(a) a duly executed transfer of the Shares that Vendor is to sell to the Purchaser (as set out in Section 2.1) in favour of the Purchaser, together with the relevant share certificates (if any) or, if there are no share certificates, a certificate from the Vendor certifying that no share certificates have been issued in respect of the relevant shares;

(b) a copy of the share register of the Company reflecting the transfer of Shares to the Purchaser;

(c) a certificate of an officer of the Vendor dated as of the Closing Date referred to in Section 6.2(c);

(d) certified copies of (A) the resolutions of the board of directors of the Vendor approving the execution, delivery and performance of this Agreement and all other ancillary documents to be executed by the Vendor and the Company as contemplated by this Agreement, and (B) a list of the directors and officers of the Vendor authorized to sign this Agreement together with their specimen signatures and (C) a resolution of the Board of Directors approving registration of the transfers of its Shares in the name of the Purchaser;

(e) evidence in form satisfactory to the Purchaser, acting reasonably, that all Vendor Required Regulatory Approvals and required third party consents and approvals, including consent for a change of control as required under the Services Agreement, have been obtained;

(f) evidence in form satisfactory to the Purchaser, acting reasonably, that the Shareholders' Resolution has been approved;

(g) the Company's minute books, other corporate and relevant records and any share certificates held by the Company;

(h) duly signed director resignations for Giuseppe (Pino) Perone and Christopher Bailey in respect of the Company and Subsidiary respectively;

(i) evidence in a form satisfactory to the Purchaser, acting reasonably, that shareholders' resolutions in respect of the Company and the Subsidiary have been approved appointing the persons nominated by the Purchaser, (such persons to be notified to the Vendor no later than 5 Business Days before Closing) to be directors of the Company and the Subsidiary; and

(j) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Purchaser, acting reasonably.

7.3 Purchaser's Closing Deliveries

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents and payments:

(a) a certificate of an officer of the Purchaser dated as of the Closing Date referred to in Section 6.3(c);

(b) a certified copy of the resolutions of the board of directors of the Purchaser approving the execution, delivery and performance of this Agreement and all other ancillary documents to be executed by the Purchaser as contemplated by this Agreement;

(c) payment of the Purchase Price to Vendor by wire transfer of immediately available funds to the account specified in writing by the Vendor;

(d) duly signed director consent forms of one or more persons nominated by the Purchaser, no later than 5 Business Days before Closing, to be directors of the Company and the Subsidiary; and

(e) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Vendor, acting reasonably.

ARTICLE 8
AMENDMENT AND TERMINATION

8.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Shareholders' Meeting but not later than the Closing Time, be amended by mutual written agreement of the Parties hereto.

8.2 Termination

(a) If any condition contained in Sections 6.1 or 6.2 is not satisfied or capable of being satisfied before the Termination Date to the satisfaction of the Purchaser, then, provided the Purchaser is not in material breach of this Agreement, the Purchaser may, by notice to the Vendor terminate this Agreement and the obligations of the parties hereunder (except as otherwise herein provided) but without detracting from the rights of the Purchaser arising from any breach by the Vendor but for which the condition would have been satisfied.

(b) If any condition contained in Sections 6.1 or 6.3 is not satisfied or capable of being satisfied at or before the Termination Date to the satisfaction of the Vendor, then, provided the Vendor is not in material breach of this Agreement, the Vendor may by notice to the Purchaser terminate this Agreement and the obligations of the Parties hereunder (except as otherwise herein provided) but without detracting from the rights of the Vendor arising from any breach by the Purchaser but for which the condition would have been satisfied.

(c) This Agreement may:

(i) be terminated by the mutual agreement of the Vendor and the Purchaser (without any action on the part of the Purchaser Shareholders);

(ii) be terminated by either the Purchaser or the Vendor, if there shall be passed any Law, or order of a Governmental Entity, that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited;

in each case, prior to the Termination Date.

(d) If the Closing Time does not occur on or prior to end of business on the Termination Date, then either the Vendor or the Purchaser may terminate this Agreement by written notice to the other Parties.

8.3 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 8.2, no Party shall have any further liability to perform its obligations hereunder except for the provisions of this Section 8.3 and Sections 9.7, 9.9, 9.10, 9.13 and 9.14 of this Agreement; provided that

neither the termination of this Agreement nor anything contained in this Section 8.3 shall relieve any Party from liability for any breach of this Agreement accruing prior to termination. If it shall be judicially determined that termination of this Agreement was caused by an intentional breach of this Agreement, then, in addition to any other remedies at law or equity for breach of this Agreement, the Party so found to have intentionally breached this Agreement shall indemnify and hold harmless the other Parties for their out-of-pocket costs, including fees and expenses of their counsel, accountants, financial advisors and other experts and advisors, incidental to the negotiation, preparation and execution of this Agreement and related documentation.

ARTICLE 9
GENERAL

9.1 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article" or "Section" followed by a number or a letter refer to the specified Article or Section of this Agreement. The terms "this Agreement," "hereof," "herein" and "hereunder" and similar expressions refer to this Agreement (including the schedules hereto) and not to any particular Article, Section or other portion hereof.

9.2 Rules of Construction

Unless otherwise specifically indicated or the context otherwise requires, (a) all references to "dollars" or "CDN$" mean Canadian dollars, (b) all references to "NZ$" means New Zealand dollars, (c) words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders, and (d) "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

9.3 Notices

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, faxed (which is confirmed) or dispatched (postage prepaid) to a nationally recognized overnight courier service with overnight delivery instructions, in each case addressed to the particular Party at:

(a) If to the Vendor, to:

c/o Coronado Resources Ltd.



(b) If to Purchaser at:

Opunake Hydro Holdings Limited



or at such other address of which any Party may, from time to time, advise the other Party by notice in writing given in accordance with the foregoing.

9.4 Assignment

No Party hereto may assign this Agreement or any of its rights, interests or obligations under this Agreement or the Transaction (whether by operation of law or otherwise) without the written consent of the other Party.

9.5 Binding Effect

Subject to Section 9.4, this Agreement and the Transaction shall be binding upon, enure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

9.6 Waiver and Modification

The Parties hereto may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other Party hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting such waiver or consent.

9.7 No Personal Liability

(a) No director or officer of the Vendor shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of the Vendor or the Company.

(b) No director or officer of the Purchaser shall have any personal liability whatsoever to the Vendor or the Company under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

9.8 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.9 Expenses

The Parties agree that all expenses of the Parties relating to this Agreement and the transactions contemplated hereby, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, all disbursements of advisors, and printing and mailing costs, shall be paid by the Party incurring such expenses.

9.10 Governing Laws; Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of British Columbia and the federal Laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract. Each Party hereby irrevocably attorns to the jurisdiction of the courts of British Columbia in respect of all matters arising under or in relation to this Agreement.

9.11 Remedies

The Parties hereto acknowledge and agree that an award of money Damages would be inadequate for any breach of this Agreement by any Party or its Representatives and any such breach would cause the non-breaching party irreparable harm. Accordingly, the Parties hereto agree that, in the event of any breach or threatened breach of this Agreement by one of the Parties, the Parties will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, provided such Party is not in material default hereunder. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to each of the Parties.

9.12 Time of Essence

Time shall be of the essence in this Agreement.

9.13 Entire Agreement

This Agreement including the agreements and other documents referred to herein constitute the entire agreement among the Parties hereto and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties hereto with respect to the matters hereof and thereof.

9.14 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

9.15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

OPUNAKE HYDRO HOLDINGS LIMITED

By: _____
Name:
Title:

LYNX CLEAN POWER CORP.

By: _____
Name:
Title:

SCHEDULE "A"
DEFINITIONS

In this Agreement, unless the context otherwise requires, the terms set out below shall have the following meanings respectively:

"**Adjustment Date**" means December 31, 2015;

"**affiliate**" means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and including any person in like relationship to an affiliate;

"**Agreement**" means the Share Purchase Agreement between the Vendor and the Purchaser dated October 30, 2015, to which this Schedule "A" is attached and includes all other schedules thereto;

"**Applicable Securities Laws**" means Canadian securities laws as applicable in the circumstances including, without limitation, the *Securities Act* (British Columbia) and the rules, regulations and policy statements, instruments, notices and orders made thereunder, as now in effect and as they may be amended from time to time prior to the Closing Date, and the rules, by-laws and policies of the TSX-V;

"**Board Approval**" means, in respect of a Party, the approval by its board of directors of this Agreement and the completion of the Transaction;

"**Board of Directors**" means the board of directors of the Company;

"**Business**" means the business carried on by the Company as of the date hereof, which is primarily related to supplying electricity to the Taranaki area in New Zealand;

"**Business Day**" means any day on which commercial banks are generally open for business in Wellington, New Zealand and Vancouver, British Columbia, other than a Saturday or a Sunday;

"**Cheal Site**" means the Cheal A oil and gas field site located in Taranaki, New Zealand;

"**Circular**" means the notice of the Shareholders' Meeting and accompanying management proxy circular, including all schedules and exhibits thereto, to be sent to Coronado Shareholders in connection with the Shareholders' Meeting;

"**Closing**" means the Completion of the Agreement in accordance with the provisions of the Agreement;

"**Closing Date**" means the date on which all Conditions Precedents set out in Article 6 hereof are satisfied or waived on or before the Termination Date;

"**Closing Time**" means 10:00 a.m. in British Columbia or such other time on the Closing Date as may be mutually agreed by the Parties;

"**Companies Act**" means the New Zealand Companies Act 1993;

"**Completion Statement**" means a statement of Working Capital as at the Adjustment Date prepared in accordance with clause 2.4 including a statement of the amount of any Working Capital Adjustment;

"**constating documents**" means, with respect to any person, the certificate and articles of incorporation, by-laws, articles of organization, limited liability company agreement, partnership agreement, formation agreement, joint venture agreement, unanimous shareholder agreement or declaration or other similar governing documents of such person;

"**control**", when used with respect to any person, means the possessor, directly or indirectly, of the power, in fact, to appoint the majority of directors, management committee or similar managing body of such person, through the ownership of voting securities;

"**Coronado Shareholders**" means the holders of common shares of Coronado;

"**Damages**" means any loss, cost, liability, claim, interest, fine, penalty, assessment, Taxes, damages available at law or in equity (other than incidental, consequential, special, aggravated, exemplary or punitive damages), expense (including reasonable costs, fees and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation) or diminution in value;

"**Electricity Services Agreement**" means the Electricity Services Agreement between the Purchaser and Cheal dated September 13, 2011, as amended on February 8, 2013, and includes all other schedules thereto;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, including any lien or retained title of a Vendor, and any easement, servitude, right of way or similar encumbrance on title to real or immovable property or personal or movable property, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

"**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Law;

"**Environmental Law**" means any and all Laws in effect on the date of this Agreement relating to pollution, the protection of the environment or public health and safety including all Environmental Approvals;

"**Gas Supply Agreement**" means the Gas Supply Agreement between Cheal and the Purchaser dated February 8, 2013;

"**Generator Transaction**" means the sale of the Company's generators and all related assets as set out in Schedule "C" and Schedule "D" hereto, to Cheal or the transfer of such assets to another subsidiary of Coronado, and, for the avoidance of doubt, does not include the VCB-02 located at the Cheal Site that the Parties agree and acknowledge is already owned by Cheal. For the purposes of identification, the shed housing the VCB-02 is marked as "TAG Owned VCB-02" in the picture and schematic attached as Schedule "E";

"**Governmental Entity**" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

"**Group"** means the Company and the Subsidiary;

"**knowledge**" means, with respect to a Party, the actual knowledge of any officer or director of such Party;

"**Laws**" means all statutes, regulations, statutory rules, policies, orders, and terms and conditions of any grant of approval, permission, authority or license of any court, Governmental Entity, statutory body or self regulatory authority (including the TSX-V), and the term "applicable" with respect to such Law and in the context that refers to one or more persons, means that such Law applies to such person or persons or its or their business, undertaking, property or securities and emanates from a Governmental Entity, statutory body or regulatory authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**Legal Proceeding**" means any litigation, action, application, suit, investigation, charge, hearing, claim, complaint, deemed complaint, grievance or expropriation, or any civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court, tribunal or Governmental Entity and includes any appeal or review thereof and any application for leave for appeal or review;

"**Material Adverse Effect**" means any change, effect, circumstance, event or occurrence that, either individually or in the aggregate, is, or would be reasonably expected to be, material and adverse to the Business, operations, assets, financial condition or results of operations of the Company or the Subsidiary, taken as a whole, provided, however, that a Material Adverse Effect shall not include any such change, effect, circumstance, event or occurrence (a) relating to the global economy, securities markets or credit market in general; (b) affecting the worldwide power industry in general and which does not have a materially disproportionate effect on the Company or the Subsidiary; (c) resulting from changes in the price of electricity; (d) relating to foreign exchange rates; (e) any change in applicable Laws; or (f) any change, effect, event or occurrence following and reasonably attributable to the public announcement of this Agreement and the matters contemplated hereby;

"**Party**" means a party to this Agreement and any reference to a party includes its successors and permitted assigns and "**Parties**" means every Party;

"**person**" includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal Representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

"**Purchase Price**" has the meaning ascribed thereto in Section 2.2;

"**Representatives**" means, collectively, with respect to a person, that person's officers, directors, employees, consultants, advisors, agents or other representatives (including solicitors, attorneys, accountants, investment bankers and financial advisors);

"**Required Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities, or self-regulatory organizations required to be obtained under applicable Laws to complete the transactions contemplated by this Agreement, including, without limitation, the other regulatory approvals set out in Schedule "B" hereto and any other regulatory consent or approval required in connection with the Transaction;

"**Sales Agency and Support Agreement**" means the Sales Agency and Support Agreement between Utilise Limited, the Company, MGH Sales Limited, MGH Capital Limited and Electricity New Zealand Limited dated October 2014;

"**Services Agreement**" means the Generation – White Label Services Agreement entered into on September 1, 2011, as amended on February 24, 2012, under which the Company is able to obtain the services necessary to access the electricity retail market, including metering, reconciliation, billing and other operations;

"**Shareholders' Meeting**" means the annual and special or special meeting of Coronado Shareholders, including any adjournment, adjournments, postponement or postponements thereof, to be called to consider the Shareholders' Resolution;

"**Shareholders' Resolution**" means the resolution of the Coronado Shareholders, approving the Transaction as contemplated hereunder to be considered at the Shareholders' Meeting;

"**Shareholder Loan**" means the loan from the Vendor to the Company to finance operations and management fees;

"**Subsidiary**" means Utilise Limited;

"**Tax**" and "**Taxes**" means, with respect to any person, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, pension plan premiums for government administered pension plans; excise, severance, social security premiums, workers' compensation premiums, unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

"**Tax Authority**" means a Government Entity that is responsible for administering or levying Tax, whether in New Zealand or elsewhere, including in particular (but without limitation), the Inland Revenue Department, the Customs Department, the Accident Rehabilitation and Compensation Insurance Corporation in New Zealand and any bodies outside of New Zealand with similar functions and powers;

"**Tax Legislation**" means legislation imposing Tax in the relevant jurisdiction, and in the case of New Zealand includes (but without limitation) the Inland Revenue Acts as defined in section 3 of the New Zealand Tax Administration Act 1994;

"**Tax Returns**" includes all returns, reports, declarations, designations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed with any Governmental Entity in respect of Taxes;

"**Termination Date**" means January 31, 2016;

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

"**Working Capital**" means the aggregate of the Group's consolidated current assets minus the aggregate of its consolidated current liabilities (including any tax liabilities), determined in accordance with NZ GAAP, but excluding [redacted].

"**Working Capital Adjustment**" has the meaning as set out in clause 2.4.

SCHEDULE "B"

REQUIRED REGULATORY APPROVALS

Purchaser Required Regulatory Approvals

None

Vendor Required Regulatory Approvals

Shareholder approval by way of the Shareholders' Resolution; and

TSX-V approval.

SCHEDULE “C”

ASSET DESCRIPTION

SCHEDULE “D”

ERGO REPORT

SCHEDULE “E”

VCB-02 SCHEMATIC AND PICTURE