

LOAN CAPITALIZATION AGREEMENT

THIS LOAN CAPITALIZATION AGREEMENT (“**AGREEMENT**”) is dated October 31, 2025.

BETWEEN:

JX ENERGY LTD., a corporation incorporated under the laws of Alberta, Canada

(the “**Corporation**”)

- and –

JIXING ENERGY (CANADA) LTD., a corporation incorporated under the laws of Alberta, Canada and having its registered office at Suite 1500, 850-2nd Street SW, Alberta, Canada T2P 0R8

(“**JIXING ENERGY**”)

- and –

YONGTAN LIU, a holder of the People’s Republic of China Passport No: EE7747765 whose correspondence address is No.1881, Heping Street, Liyuan District, Changchun, Jilin Province, People’s Republic of China

(“**Mr. Liu**” or the “**Purchaser**”)

(collectively the “**Parties**” and each of them a “**Party**”)

RECITALS:

1. The Corporation is a corporation incorporated under the laws of the Province of Alberta.
2. The Corporation is authorized to issue an unlimited number of common shares and an unlimited number of preferred shares, of which there are currently 606,102,520 common shares and nil preferred shares issued and outstanding and are listed on the Main Board of The Stock Exchange of Hong Kong Limited (stock code: 3395).
3. As of the date of this Agreement, Mr. Liu, through Jixing Gas Holdings Limited, holds 23,600,000 common shares in the capital of the Corporation, representing approximately 3.89% of the total issued share capital of the Corporation. Jixing Gas Holdings Limited is indirectly owed as to 66.70% by Mr. Liu.
4. JIXING ENERGY is a corporation incorporated under the laws of Alberta, Canada and is principally engaged in oil and gas pipeline operations and LNG business in Canada. JIXING ENERGY is indirectly owed as to 66.70% by Mr. Liu. As of the date of this Agreement, JIXING ENERGY does not hold any common shares in the capital of the Corporation.

5. As of the date of this Agreement, the Corporation was indebted to Mr. Liu of approximately C\$3,838,150 ("**Shareholder's Loan**"). The Shareholder's Loan was granted by Mr. Liu to the Company from September 2019 to April 2025 for the purpose of financing its general working capital requirement.
6. As of the date of this Agreement, the Corporation was indebted to JIXING ENERGY of approximately C\$33,157,677.72 ("**Debt**"), being (a) account receivable in the sum of C\$23,938,593.27 payable by the Corporation to JIXING ENERGY under the gas handling agreement dated May 9, 2019 entered into between the Corporation and JIXING ENERGY (agreement no.: JX-PR201901-02); and (b) account receivable in the sum of C\$9,219,084.45 payable by the Corporation to JIXING ENERGY under the voyager compressor agreement dated November 1, 2019 entered into between the Corporation and JIXING ENERGY (agreement no.: JX-PR201901-03).
7. The Corporation and Mr. Liu have agreed that the Corporation shall issue and Mr. Liu shall purchase and subscribe for 210,000,000 common shares in the capital of the Corporation ("**Capitalization Shares**", each a "**Capitalization Share**") on the terms and conditions contained herein ("**Subscription**"), which represent approximately 34.65% of the total issued share capital of the Corporation as at the date of this Agreement. The aggregate capitalization price payable by Mr. Liu to the Corporation shall be set-off against (a) the Shareholder's Loan in full on a dollar-to-dollar basis; and (b) C\$7,494,290 out of the Debt on a dollar-to-dollar basis (together, the "**Repayment Amount**").
8. This Agreement and the transactions contemplated herein are subject to the approval by the independent shareholders of the Corporation ("**Independent Shareholders**") including the granting of the specific mandate ("**Specific Mandate**") for allotment and issue of the Capitalization Shares to Mr. Liu at a special general meeting ("**SGM**").
9. Assuming that there will be no further changes in the issued share capital of the Corporation prior to the completion of the Subscription, Mr. Liu will directly and directly hold 233,600,000 common shares, which represent approximately 28.62% of the total issued share capital of the Corporation immediately upon completion of the Subscription.

The Parties hereto agree as follows:

ARTICLE 1 PURCHASE AND SALE OF CAPITALIZATION SHARES

1.1 Issue and Subscription of the Capitalization Shares

Subject to the terms and conditions of this Agreement, the Corporation hereby agrees to issue to the Purchaser, and the Purchaser hereby agrees to irrevocably purchase and subscribe for, the Capitalization Shares at the Capitalization Price (as defined herein).

1.2 Amount of Capitalization Price

The aggregate Capitalization Price (as defined herein) of all Capitalization Shares payable by the Purchaser shall be satisfied by setting off against the full amount of Shareholder's Loan due to the Purchaser and the Debt due to JIXING ENERGY partially upon completion of the Subscription. The

capitalization price per Capitalization Share of C\$0.30 (“**Capitalization Price**”) equal to the closing price per common share as quoted on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Exchange**”) for the trading day immediately preceding the date of this Agreement.

Within five (5) days after satisfaction of the conditions precedent set out under paragraph 3.1, or such date as the Corporation may agree in writing, the Corporation shall issue a share certificate representing the Capitalization Shares registered in the name of Mr. Liu, and Mr. Liu shall satisfy the subscription amount payable to the Corporation by the capitalization and setting off against the Repayment Amount, which shall constitute a complete discharge of the Corporation’s obligations in respect thereof.

The Capitalization Price was determined after arm’s length negotiations between the Corporation and Mr. Liu after considering, among other things, the Corporation’s past performance, the prevailing market price of the common shares of the Corporation, and the future prospects of the Corporation.

1.3 Ranking of Capitalization Shares

The Capitalization Shares shall be credited as fully paid and shall rank *pari passu* in all respects with the existing common shares of the Corporation in issue as at completion of the Subscription.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Representations and Warranties of the Corporation

The Corporation represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Corporation is a corporation incorporated and existing under the laws of Alberta;
- (b) the Corporation has the corporate power to sell the Capitalization Shares and to enter into and perform its obligations under this Agreement;
- (c) this Agreement has been duly and validly executed and delivered by the Corporation and constitutes legal, valid and binding obligations of the Corporation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (d) the Capitalization Shares will be free and clear of all liens, charges and encumbrances, other than those restrictions on transfer, if any, stated in the constating documents or by-laws of the Corporation; and
- (e) no person (other than the Purchaser under this Agreement) has any written or oral agreement, option, right or privilege capable of becoming an agreement or option to acquire any of the Capitalization Shares.

2.2 Representations, Warranties and Covenants of the Purchaser

The Purchaser hereby represent, warrant and covenant to the Corporation as follows, and acknowledge that the Corporation is relying on the following representations, warranties and covenants in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Purchaser has the full capacity, power and authority to execute and deliver this Agreement and to subscribe for and purchase the Capitalization Shares;
- (b) the execution and delivery of, and the performance of the terms of, this Agreement by the Purchaser does not and will not constitute a breach of or default under the constating documents of the Purchaser or any law, regulation, order or ruling applicable to the Purchaser or any agreement, contract or indenture to which the Purchaser is a party or by which it is bound;
- (c) the Purchaser has been advised as to restrictions with respect to trading in the Capitalization Shares imposed by applicable securities legislation in the jurisdiction in which the Purchaser resides, confirms that no representation has been made to the Purchaser by or on behalf of the Corporation with respect thereto (other than pursuant to this Agreement), acknowledges that the Purchaser is aware of the characteristics of the Capitalization Shares, the risks relating to an investment therein, that the Purchaser may not be able to resell any of the Capitalization Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policies until expiry of the applicable restricted period and compliance with other requirements of applicable securities laws;
- (d) in the event that the Purchaser requests that the certificate representing the Capitalization Shares be registered and/or delivered in the name of someone with an address in a jurisdiction other than the jurisdiction of its residence as set out in Section 4.5 hereof, it has done so only for safekeeping or as a bare trusteeship with respect to such certificate in accordance with its normal business practice and no act, solicitation, conduct or negotiation directly or indirectly in furtherance of the sale of the Capitalization Shares has occurred in this other jurisdiction and neither the purchase and sale of the Capitalization Shares nor any act, solicitation, conduct or negotiation directly or indirectly in furtherance of the sale of the Capitalization Shares has occurred in this other jurisdiction;
- (e) the Purchaser has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other document (other than financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation) describing or purporting to describe the business and affairs the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Capitalization Shares;
- (f) the Purchaser has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the internet) with respect to the distribution of the Capitalization Shares;
- (g) the Purchaser is or is deemed to be purchasing the Capitalization Shares as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Capitalization Shares, it is resident in the jurisdiction set out in Section 4.5 hereof, and it is an accredited investor (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators adopted under the securities legislation of the Canadian

jurisdictions) and it was not created or used solely to purchase or hold securities as an accredited investor;

- (h) the Purchaser is a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- (i) the Purchaser is a resident of or otherwise subject to applicable securities laws of a jurisdiction other than the United States or Canada (the “**International Jurisdiction**”), and the Purchaser complies with the requirements of all applicable securities and other laws and regulatory policies in the jurisdiction of its residence and will provide such evidence of compliance with all such matters as the Corporation may request, and:
 - (i) the Purchaser is knowledgeable of, or has been independently advised as to, the applicable securities laws of the securities regulatory authorities (the “**Authorities**”) having application in the International Jurisdiction of their residence or by which it is otherwise governed that would apply to this Agreement, if there are any;
 - (ii) the Purchaser is purchasing the Capitalization Shares pursuant to exemptions that relieve the Corporation from any substantive or procedural requirements under the applicable securities laws and policies of the Authorities in the International Jurisdiction or, if such is not applicable, the Purchaser is permitted to purchase the Capitalization Shares under the applicable securities laws and policies of the Authorities in the International Jurisdiction without the need for the Corporation to rely on any exemption from the applicable securities laws and policies of the Authorities in the International Jurisdiction;
 - (iii) the applicable laws and policies of the Authorities in the International Jurisdiction do not require the Corporation to make any filings with, seek any approvals of any nature whatsoever from, or do any act or thing for any Authority of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Capitalization Shares;
 - (iv) it has made a decision to subscribe for Capitalization Shares in the International Jurisdiction;
 - (v) it will not sell, transfer or dispose of the Capitalization Shares except in accordance with all applicable laws, including applicable securities laws of Canada and the International Jurisdiction, and represents and warrants that the Corporation shall have no obligation to register any such purported sale, transfer or disposition; and
 - (vi) it will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs 2.2(i)(ii), (iii) and (v) above to the satisfaction of the Corporation;
- (j) the Purchaser acknowledges and certifies that:
 - (i) due to the Purchaser being a director of the Corporation, the Purchaser is considered to be connected persons of the Corporation in accordance with the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Listing Rules**”);

- (ii) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Capitalization Shares;
 - (iii) there is no government or other insurance covering the Capitalization Shares;
 - (iv) there are risks associated with the purchase of the Capitalization Shares;
 - (v) there are restrictions on the Purchaser's ability to resell the Capitalization Shares and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with them before selling the Capitalization Shares;
 - (vi) the Corporation has advised the Purchaser that the Corporation is relying on an exemption from the requirements to provide the Purchaser with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Alberta) and other applicable securities laws and, as a consequence of acquiring Capitalization Shares pursuant to such exemption, certain protections, rights and remedies provided by the *Securities Act* (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Purchaser; and
 - (vii) the certificates representing the Capitalization Shares may be endorsed with a legend stating that the Capitalization Shares will be subject to restrictions on resale in accordance with applicable securities legislation;
- (k) the Purchaser is aware that the Capitalization Shares have not been and will not be registered under the United States Securities Act of 1933, as amended ("**U.S. Securities Act**") or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Capitalization Shares;
- (l) the Capitalization Shares have not been offered to the Purchaser in the United States, and the individuals executing and delivering this Agreement on behalf of the Purchaser were not in the United States when the order was placed and this Agreement was executed and delivered;
- (m) the Purchaser is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Capitalization Shares on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Capitalization Shares, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
- (n) the Purchaser has the legal capacity to enter into and be bound by this Agreement;
- (o) this Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Purchaser;

- (p) in the case of a subscription by the Purchaser for Capitalization Shares acting as agent for a disclosed principal, it is duly authorized to execute and deliver this Agreement and all other necessary documentation in connection with such subscription on behalf of such disclosed principal and this Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such disclosed principal;
- (q) the Purchaser has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic loss of its investment and it, or, where not purchasing as principal, each disclosed principal is able to bear the economic risk of loss of its investment;
- (r) the Purchaser has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf the Corporation, such publicly available information having been delivered to the Purchaser without independent investigation or verification, and agrees that the Corporation and Corporation's counsel assume no responsibility or liability of any nature whatsoever for the accuracy, adequacy or completeness of the publicly available information or as to whether all information concerning the Corporation required to be disclosed by the Corporation has been generally disclosed and acknowledges that the Corporation's counsel is acting as counsel to the Corporation, and not as counsel to the Purchaser;
- (s) the Purchaser understands that the Capitalization Shares are being offered for sale only on a "private placement" basis and that the sale and delivery of the Capitalization Shares is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or delivering an offering memorandum;
- (t) the Purchaser confirms that neither the Corporation, nor any of its directors, officers, employees or representatives, has made any representations (oral or written) to the Purchaser (or any person on whose behalf it is contracting):
 - (i) that any person will resell or repurchase the Capitalization Shares;
 - (ii) that any person will refund the purchase price of the Capitalization Shares; or
 - (iii) as to the future price or value of the Capitalization Shares;
- (u) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Purchaser will execute, deliver, file and otherwise assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Capitalization Shares as may be required;
- (v) it will not resell the Capitalization Shares except in accordance with the provisions of applicable securities legislation and stock exchange rules, if applicable, in the future;
- (w) it does not act jointly or in concert with any other person for the purposes of acquisition of the Capitalization Shares;
- (x) none of the funds the Purchaser is using to purchase the Capitalization Shares are, to the knowledge of the Purchaser, proceeds obtained or derived, directly or indirectly, as a result of illegal activities and the funds representing the aggregate subscription amount which will

be advanced by the Purchaser hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the Purchaser acknowledges that the Corporation may in the future be required by law to disclose the Purchaser's name and other information relating to this Agreement and the Purchaser's subscription and purchase hereunder, on a confidential basis, to regulatory authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and (i) to the best of the Purchaser's knowledge none of the subscription funds to be provided by the Purchaser (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Purchaser, and (ii) it shall promptly notify the Corporation if the Purchaser discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;

- (y) the Purchaser acknowledges that the Capitalization Shares are being purchased pursuant to exemptions from the prospectus requirements contained in applicable securities legislation and, as a result:
 - (i) the Purchaser is restricted from using most of the civil remedies available under applicable securities legislation;
 - (ii) the Purchaser may not receive information that would otherwise be required to be provided to the Purchaser under applicable securities legislation; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation;
- (z) the Purchaser acknowledges that it has been encouraged to and should obtain independent legal, tax and investment advice with respect to its purchase of these Capitalization Shares and accordingly, has been independently advised as to the meanings of all terms contained herein relevant to the Purchaser for purposes of giving representations, warranties and covenants under this Agreement;
- (aa) the Purchaser's offer to purchase the Capitalization Shares has not been induced by any representations with regard to the present or future worth of the Capitalization Shares;
- (bb) the delivery of this Agreement, the acceptance hereof by the Corporation and the issuance of the Capitalization Shares to the Purchaser complies with all applicable laws of the Purchaser's jurisdiction of residence and domicile and will not cause the Corporation or any of its officers or directors to become subject to or require disclosure, prospectus or other reporting requirements;
- (cc) the Purchaser acknowledges that the Purchaser or the Corporation may be required to provide the applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Capitalization Shares and notwithstanding that the Purchaser may be purchasing the Capitalization Shares as agent for a principal, it will provide on request, particulars as to the identity of such principal as may be required by the Corporation (in order to comply with the foregoing); and
- (dd) the Purchaser is capable of bearing the economic risks of an investment in the Capitalization Shares and the Purchaser's present financial condition is such that the Purchaser is under no present or contemplated future need to dispose of any of the Capitalization Shares to satisfy any existing or contemplated undertaking, need or indebtedness.

ARTICLE 3 CLOSING

3.1 Conditions Precedent

Closing of the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions precedent on or before 31 January 2026 or such other date as may be determined by the Corporation in its sole discretion (the “**Long Stop Date**”):

- (a) the passing of the resolutions of the board of directors of the Corporation approving (i) this Agreement and the transactions contemplated thereunder, and (ii) the allotment and issue of the Capitalization Shares under this Agreement;
- (b) the Exchange approving the listing of, and permission to deal in, the Capitalization Shares to be issued to the Purchaser;
- (c) the purchase of the Capitalization Shares contemplated hereunder being in compliance with the requirements of the Listing Rules and Hong Kong’s The Code on Takeovers and Mergers and Share Buy-backs, as applicable;
- (d) all necessary consents and approvals required to be obtained by the Corporation in respect of the Subscription having been obtained, including the granting of the Specific Mandate for the allotment and issue of the Capitalization Shares to the Purchaser by the Independent Shareholders at the SGM; and
- (e) all necessary consents, filings, approvals and registrations from or with any relevant governmental or regulatory authorities required to be obtained or completed by the Purchaser, including, but not limited to, the Ministry of Commerce of the PRC and the State Administration of Foreign Exchange of the PRC (or their respective local branch or the designated local banks) that are necessary for the Purchaser to consummate the Subscription having been obtained or completed, including compliance with the “Circular on Relevant Issues Concerning Foreign Exchange Administration of Overseas Investment and Financing and Return Investments Conducted by Domestic Residents Through Overseas Special Purpose Vehicles”.

3.2 Termination

This Agreement may be terminated by the Corporation or the Purchaser (where applicable), on or before the Long Stop Date, by written notice to the other Party, upon the occurrence of one of the following events:

- (a) by the Corporation, if it is determined that any material adverse change has occurred that could or would reasonably be expected to affect the Corporation, its assets or properties or the common shares in the capital of the Corporation. Material adverse change means, after the date hereof and up to and at the Long Stop Date, any change (or any development or event involving a prospective change), in the condition (financial or otherwise), prospects, results of operations or general affairs of the Corporation, which, in the opinion of the Corporation, acting reasonably, is material and adverse in the context of the issue of the Subscription;
- (b) by the Corporation, if it is determined that any significant change has occurred in the prices of oil or natural gas;

- (c) by the Corporation, if it is determined that any general market conditions exist that could or would reasonably be expected to have a material adverse effect on the Corporation or its assets or properties; or
- (d) by the Corporation or the Purchaser, upon prior written notice to the other Party.

ARTICLE 4 MISCELLANEOUS

4.1 Survival; Indemnification

The Purchaser agrees that the representations, warranties and covenants contained herein will survive the completion of the purchase and sale of the Capitalization Shares. The representations, warranties and covenants of the Purchaser herein are made with the intent that they be relied upon by the Corporation and its counsel in determining the eligibility of the Purchaser as a purchaser of the Capitalization Shares. The Purchaser hereby agrees to indemnify and hold harmless the Corporation and its directors, officers, employees, agents, advisors, counsel and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation, warranty or acknowledgement of the Purchaser herein or in any document furnished by the Purchaser to the Corporation in connection herewith being untrue in any material respect or any breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any document furnished by the Purchaser to the Corporation in connection herewith. The Purchaser further agrees that by accepting the Capitalization Shares, the Purchaser shall be representing that the representations, warranties, acknowledgements and covenants contained herein are true as at the date hereof and that they shall survive the purchase by the Purchaser of the Capitalization Shares and shall continue in full force and effect notwithstanding any subsequent disposition by it of any or all of the Capitalization Shares. With respect to any indemnified person who is not a party to this Agreement, it is the intention of the Purchaser to constitute the Corporation as trustee for such indemnified persons of the rights and benefits contained herein and the Corporation agrees to accept such trust and to hold the rights and benefits herein in trust for and on behalf of each such indemnified person.

4.2 Personal Information

The Purchaser acknowledges that this Agreement requires the Purchaser to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the sale of the Capitalization Shares, which includes, without limitation, determining the Purchaser's eligibility to purchase the Capitalization Shares under applicable securities laws, preparing and registering certificates representing the Capitalization Shares to be issued to the Purchaser and completing filings required by any securities regulatory authority. The Purchaser's personal information may be disclosed by the Corporation to: (a) securities regulatory authorities; (b) the Corporation's registrar and transfer agent; (c) Canada Revenue Agency; and (d) any of the other parties involved in the transactions contemplated by this Agreement, including legal counsel, and may be included in record books in connection with the transactions contemplated by this Agreement. By executing this Agreement, the Purchaser is deemed to be consenting to the foregoing collection, use and disclosure of the Purchaser's personal information. The Purchaser also consents to the filing of copies or originals of any of the Purchaser's documents as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby.

4.3 Enurement

The terms and provisions of this Agreement are binding upon and enure to the benefit of the Purchaser and the Corporation and their respective successors and assigns; provided that, except for the assignment by a subscriber who is acting as nominee or agent to a disclosed principal and as otherwise herein provided, this Agreement is not assignable by any Party without prior written consent of the other Parties.

4.4 Costs and Expenses

The Purchaser acknowledges and agrees that all costs incurred by the Purchaser (including any fees and disbursements of any special counsel retained by the Purchaser) relating to the purchase of the Capitalization Shares by the Purchaser shall be borne by the Purchaser, as applicable.

4.5 Notice

Any notice, direction or other communication regarding the matters contemplated by this Agreement must be in writing and delivered personally, sent by overnight courier, email or electronic delivery, as follows:

if to the Corporation:

JX Energy Ltd.
Suite 900, 717 7th Avenue SW
Calgary, AB, Canada T2P 0Z3

Attention: Binyou Dai
Email: binyou.dai@jxenergy.ca
Telephone No.: +1 403 990 6295

if to JIXING ENERGY:

JIXING ENERGY (CANADA) LTD.
Suite 900, 717 7th Avenue SW
Calgary, AB, Canada T2P 0Z3

Attention: Mr. Yongtan Liu
Email: 13904301259@139.com
Telephone No.: +86 13904301259

if to Mr. Liu / the Purchaser:

Mr. Yongtan Liu
No. 1881, Heping Street, Lvyuan District
Changchun, Jilin Province, People's Republic of
China

Email: 13904301259@139.com
Telephone No.: +86 13904301259

4.6 Further Assurances

Each Party shall from time to time, at the request of the other Parties, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

4.7 Severability

If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other Parties or circumstances.

4.8 Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the matters of agreement herein, and the Parties acknowledge and agree that there are no oral or other written agreements, undertakings, promises, conditions, representations or warranties respecting the matters of agreement herein.

4.9 Governing Law; Attornment

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Alberta.

4.10 Counterparts and Delivery by Facsimile

This Agreement may be executed in counterparts (including counterparts transmitted by facsimile, PDF, email or other electronic means) and such counterparts taken together shall be deemed to constitute one and the same instrument.


4.11 Language

The Parties acknowledge that this Agreement and all documents delivered hereunder will be translated into Chinese. The Parties hereto agree that in the event of any conflict or inconsistency between the provisions of this Agreement and the Chinese translation thereof, the provisions of the English version of this Agreement shall prevail.

[Remainder of page left intentionally blank; signature page follows.]

THIS LOAN CAPITALIZATION AGREEMENT has been executed by the Parties as of the date hereof.

JX ENERGY LTD.

By: 

Name: Binyou Dai
Title: Executive Director and Chief
Operating Officer

JIXING ENERGY (CANADA) LTD.

By: 

Name: Yongtan Liu
Title: Director

YONGTAN LIU

By: 