UNDERWRITING AGREEMENT

Dated Effective November 28, 2011

Crown Point Ventures Ltd.
Suite 460, 910 – 7th Avenue SW
Calgary, Alberta
T2P 3N3

Attention: Mr. Murray D. McCartney
President and Chief Executive Officer

Dear Sir:

Re: Offering of Common Shares of Crown Point Ventures Ltd.

Casimir Capital Ltd. (the "**Lead Underwriter**") and Canaccord Genuity Corp. and Cormark Securities Inc. (together with the Lead Underwriter, the "**Underwriters**") understand that Crown Point Ventures Ltd. (the "**Corporation**" or "**Crown Point**") proposes to issue and sell an aggregate of 13,685,000 common shares in the capital of the Corporation (the "**Firm Shares**") at a price of $0.95 per Firm Share (the "**Offering**").

Upon and subject to the terms and conditions contained in this Agreement, the Underwriters hereby severally, and not jointly, agree to purchase from the Corporation at the Closing Time (as defined herein), in the respective percentages set forth in Section 18 hereof, and the Corporation hereby agrees to issue and sell to the Underwriters at the Closing Time all, but not less than all, of the 13,685,000 Firm Shares at the purchase price of $0.95 per Firm Share, for an aggregate gross purchase price of $13,000,750.

In consideration of the Underwriters' agreement to purchase the Firm Shares, the Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase from the Corporation, at the Underwriters' election, up to an additional 2,052,750 Common Shares (the "**Option Shares**" and together with the Firm Shares, the "**Offered Shares**") at a price of $0.95 Per Option Share for the purpose of covering over-allotments, if any, and for market stabilization purposes. The Over-Allotment Option may be exercised, in whole or in part, upon written notice to the Corporation by the Lead Underwriter, on behalf of the Underwriters, specifying the number of Option Shares to be purchased, any time until 5:00 p.m. (Calgary time) on that date which is 30 days following the Closing Date (the "**Over-Allotment Option Expiry Date**"). In the event and to the extent that the Underwriters exercise the Over-Allotment Option, subject to the terms and conditions hereof, the Underwriters hereby severally, and not jointly, agree to purchase from the Corporation and offer for sale to the public on the same terms as the Firm Shares, the number of Option Shares as to which the Over-Allotment Option shall have been exercised in the respective percentages set forth in Section 18 hereof, and the Corporation hereby agrees to issue and sell such number of Option Shares to the Underwriters at a purchase price of $0.95 per Option Share. The Underwriters shall not be under any obligation to purchase any of the Option Shares prior to the exercise of the Over-Allotment Option.

The Underwriters shall be entitled (but not obligated) in connection with the offering and sale of the Offered Shares to retain as sub-agents other registered securities dealers and may receive subscriptions for Offered Shares from subscribers from other registered dealers. The fee payable to any such sub-agent shall be for the account of the Underwriters.

The Corporation understands that although this offer for Offered Shares is presented on behalf of the Underwriters as the purchasers, the Underwriters will have the right to solicit orders and obtain substituted purchasers (the "**Substituted Purchasers**") for the Offered Shares in the United States (in the manner described in Schedule "A") on behalf of the Corporation and the obligation of the Underwriters to purchase the Offered Shares shall be reduced by the number of Offered Shares purchased by the Substituted Purchasers. In addition, the Underwriters shall have the exclusive right to offer for sale and sell the Offered Shares pursuant to exemptions under applicable United States securities laws to Qualified Institutional Buyers (as defined in Schedule "A") and Institutional Accredited Investors (as defined in Schedule "A") in the manner described in Schedule "A" and in such other jurisdictions as are agreed upon between the Corporation and the Underwriters. The Corporation and Underwriters agree that any offers and sales of the Offered Shares in the United States: (a) will be made in accordance with Schedule "A", which is incorporated herein by reference and forms part of this Agreement; (b) will be conducted in such a manner so as not to require registration thereof under the U.S. Securities Act; and (c) will be conducted by or through an affiliate of an Underwriter that is duly registered as a securities broker-dealer under the United States Exchange Act of 1934 and in compliance with all other United States federal and state securities laws, and regulatory authority rules, including, applicable laws and regulations governing the registration and conduct of broker-dealers. Each Substituted Purchaser (i.e., an Institutional Accredited Investor) purchasing Offered Shares directly from the Corporation shall execute and deliver a U.S. purchaser's representation letter in the form of Appendix II to the U.S. Placement Memorandum.

1. Definitions

In this Agreement:

(a) "**ABCA**" means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;

(b) "**Agreement**" means this agreement as amended from time to time and not any particular article or section or other portion except as may be specified, and words such as "**hereof**", "**hereto**", "**herein**" and "hereby" refer to this Agreement as the context requires;

(c) "**AIF**" means the annual information form of the Corporation dated May 3, 2011 in respect of the year ended August 31, 2010;

(d) "**Applicable Securities Laws**" means, collectively, the Canadian Securities Laws and the U.S. Securities Laws;

(e) "**ASC**" means the Alberta Securities Commission;

(f) "**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c.57, as amended, including the regulations promulgated thereunder;

(g) "**Business Day**" means a day, other than a Saturday, a Sunday or a day on which chartered banks are not open for business in Calgary, Alberta;

(h) "**CanAmericas**" means CanAmericas (Argentina) Energy Ltd.;

(i) "**Closing Date**" means December 15, 2011 or such other date as the Underwriters and the Corporation may agree;

(j) "**Closing Time**" means 6:30 a.m. (Calgary time) or such other time, on the Closing Date, as the Underwriters and the Corporation may agree;

(k) "**Common Shares**" means the common shares in the capital of the Corporation and, where appropriate in the context, includes the Offered Shares;

(l) "**Corporation**" or "**Crown Point**" means Crown Point Ventures Ltd., a corporation duly incorporated pursuant to the BCBCA;

(m) "**Corporation's Auditors**" means (i) from the date of their appointment as the Corporation's auditors to and including September 21, 2011, Smythe Ratcliffe LLP, Chartered Accountants, Vancouver, British Columbia; and (ii) on and after September 21, 2011, KPMG LLP, Chartered Accountants, Calgary, Alberta;

(n) "**Corporation's counsel**" means Burnet, Duckworth and Palmer LLP or such other legal counsel as the Corporation, with the consent of the Underwriters, may appoint;

(o) "**Crown Point S.A.**" means Crown Point Oil & Gas S.A.;

(p) "**CSA**" means the Canadian Securities Administrators;

(q) "**distribution**" means "**distribution**" or "**distribution to the public**", as the case may be, as defined under the Canadian Securities Laws and "**distribute**" has a corresponding meaning;

(r) "**Documents**" means all financial statements, management information circulars, annual information forms, material change reports, business acquisition reports or other documents issued by the Corporation, whether before or after the date of this Agreement, that are required by Canadian Securities Laws to be incorporated by reference into the Prospectus;

(s) "**Due Diligence Session**" shall have the meaning set forth in Section 3(d) hereof;

(t) "**Exchange**" means the TSX Venture Exchange;

(u) "**Final Passport System Decision Document**" means a receipt for the Prospectus issued in accordance with the Passport System;

(v) "**Financial Statements**" means, collectively, the financial statements of the Corporation contained in, or incorporated by reference into, the Prospectuses, including the notes to such statements and any related auditors' report on such statements;

(w) "**GCA**" means Gaffney, Cline & Associates Inc., independent oil and gas reservoir engineers;

(x) "**GCA Report**" means the revised independent engineering evaluation of the crude oil, natural gas liquids and natural gas reserves of the Corporation and its Subsidiaries as at September 30, 2010 prepared by GCA and dated December 7, 2010;

(y) "**Governmental Authority**" means, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

(z) "**Information Circular**" means the management information circular of the Corporation dated April 14, 2011 for the annual general meeting of shareholders of the Corporation held on May 19, 2011;

(aa) "**Material Adverse Effect**" means any material adverse change in or effect on the business, assets or properties (including the Oil and Gas Properties), affairs, liabilities (contingent or otherwise), results of operations, capital or condition (financial or otherwise) of the Corporation and the Subsidiaries, taken as a whole;

(bb) "**material change**", "**material fact**" and "**misrepresentation**" shall have the meanings ascribed thereto under the Canadian Securities Laws;

(cc) "**MI 11-102**" means Multilateral Instrument 11-102 - *Passport System* of the CSA, as amended or replaced;

(dd) "**National Instrument 44-101**" means National Instrument 44-101 - *Short Form Prospectus Distributions*, of the CSA, as amended or replaced;

(ee) "**National Instrument 51-101**" means National Instrument 51-101 - *Standards of Disclosure for Oil and Gas Activities*, of the CSA, as amended or replaced;

(ff) "**NP 11-202**" means National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions*, of the CSA, as amended or replaced;

(gg) "**Oil and Gas Properties**" means collectively, the interests, rights, assets and/or properties held by the Corporation or the Subsidiaries (as the case may be) in (i) the Lagos del Desierto (El Valle) concession in the San Jorge basin in the Province of Chubut, Argentina; (ii) the Laguna de Piedra concession in the Neuquén Basin in the Province of Rio Negro, Argentina; (iii) the Cerro los Leones concession in the Neuquén Basin in the Province of Mendoza, Argentina; and (iv) the Cañadon Ramirez concession in the North San Jorge Basin in the Province of Chubut, Argentina;

(hh) "**Over-Allotment Option Closing Date**" means the date, which shall be a Business Day, as set out in the Over-Allotment Option Notice, or such other date as the parties hereto may mutually agree upon in writing, provided that in no event shall the Over-Allotment Option Closing Date occur later than the Over-Allotment Option Expiry Date;

(ii) "**Over-Allotment Option Closing Time**" means 6:30 a.m. (Calgary time) or such other time on the Over-Allotment Option Closing Date as the parties hereto may mutually agree;

(jj) "**Over-Allotment Option Notice**" has the meaning set forth in paragraph 13(b) of this Agreement;

(kk) "**Passport System**" means the system for review and procedures for the filing of prospectuses and related materials in one or more Canadian jurisdictions pursuant to MI 11-102 and NP 11-202;

(ll) "**Preliminary Passport System Decision Document**" means a receipt for the Preliminary Prospectus issued in accordance with the Passport System;

(mm) "**Preliminary Prospectus**" means the English language version of the preliminary short form prospectus of the Corporation to be dated December 2, 2011 and any amendments thereto, in respect of the distribution of the Offered Shares, including the Documents;

(nn) "**Preliminary U.S. Placement Memorandum**" means the preliminary U.S. Placement Memorandum and any amendments thereto, including the Preliminary Prospectus, prepared for the offering of the Offered Shares in the United States, in the form agreed to by the Corporation and the Underwriters;

(oo) "**Prospectus**" means the English language version of the (final) short form prospectus of the Corporation and any amendments thereto, in respect of the distribution of the Offered Shares, including the Documents;

(pp) "**Prospectuses**" means, collectively, the Preliminary Prospectus and the Prospectus;

(qq) "**Public Record**" means all information filed by or on behalf of the Corporation, including any predecessor entities of the Corporation, with the Securities Commissions, including the Documents, the Prospectuses, any Supplementary Material and any other information filed with any Securities Commission in compliance, or intended compliance, with any Applicable Securities Laws, and which is available to the public for review at www.sedar.com;

(rr) "**Qualifying Provinces**" means each of the provinces of Canada, excluding Québec;

(ss) "**Responses**" means the responses delivered on behalf of the Corporation by certain officers of the Corporation at the Due Diligence Session;

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

(uu) "**Securities Commissions**" means the securities commissions or similar regulatory authorities in the Qualifying Provinces;

(vv) "**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Provinces and the applicable securities laws of all other jurisdictions other than the Qualifying Provinces in which the Offered Shares are offered for sale, as applicable, and the respective regulations and rules made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions, and "**Canadian Securities Laws**" means the Securities Laws in each of the Qualifying Provinces;

(ww) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval, available at www.sedar.com;

(xx) "**Selling Dealer Group**" means the dealers and brokers other than the Underwriters and their U.S. broker-dealer affiliates who participate in the offer and sale of the Offered Shares pursuant to this Agreement;

(yy) "**Standard Listing Conditions**" has the meaning ascribed thereto in subsection 4(e) hereof;

(zz) "**Stock Option Plan**" means the Corporation's stock option plan;

(aaa) "**subsidiary**" has the meaning ascribed thereto in the ABCA;

(bbb) "**Subsidiary**" means, individually, Crown Point S.A. or CanAmericas and "**Subsidiaries**" means Crown Point S.A. and CanAmericas collectively;

(ccc) "**Supplementary Material**" means, collectively, any amendment to the Preliminary Prospectus or Prospectus, any amended or supplemented Preliminary Prospectus or Prospectus or any ancillary material, information, evidence, return, report, application, statement or document which may be filed by or on behalf of the Corporation under the Canadian Securities Laws;

(ddd) "**Swaps**" means any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, forward sale, exchange traded futures contract or any other similar transaction (including any option with respect to any of these transactions or any combination of these transactions);

(eee) "**Underwriters' counsel**" means Fraser Milner Casgrain LLP or such other legal counsel as the Underwriters, with the consent of the Corporation, may appoint;

(fff) "**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(ggg) "**U.S. Placement Memorandum**" means the U.S. private placement memorandum and any amendments thereto, including the Prospectus, prepared for the offering of the Offered Shares in the United States, in the form agreed to by the Corporation and the Underwriters;

(hhh) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

(iii) "**U.S. Securities Laws**" means the United States federal securities laws, including the U.S. Securities Act, and applicable state securities laws.

In addition, unless otherwise defined herein capitalized terms shall have the meanings ascribed thereto in the Prospectuses.

2. Underwriting Fee

In consideration for their services in underwriting the distribution of and purchasing the Offered Shares, the Corporation agrees to pay to the Underwriters at the Closing Time and at any Over-Allotment Option Closing Time, a fee (the "**Underwriting Fee**") equal to the amount of $0.057 per Offered Share purchased (being an aggregate amount of $780,045, or $897,051.75 if the Over-Allotment Option is exercised in full), including any Offered Shares purchased by the Underwriters as principal hereunder, and for which the subscription is accepted by the Corporation. Notwithstanding the foregoing, the

Underwriters shall be entitled to the Underwriting Fee in respect of Offered Shares sold directly by the Corporation to Substituted Purchasers hereunder.

The Underwriting Fee may, at the sole option of the Underwriters, be deducted from the aggregate gross proceeds of the sale of the Offered Shares and withheld for the account of the Underwriters. For greater certainty, the services provided by the Underwriters in connection herewith will not be subject to the Goods and Services Tax ("**GST**") provided for in the *Excise Tax Act* (Canada) and taxable supplies provided will be incidental to the exempt financial services provided. However, in the event that the Canada Revenue Agency determines that GST provided for in the *Excise Tax Act* (Canada) is exigible on the Underwriting Fee, the Corporation agrees to pay the amount of GST forthwith upon the request of the Underwriters. The Corporation also agrees to pay the Underwriters' expenses as set forth in Section 10 hereof.

3. Qualification for Sale

(a) The Corporation represents and warrants to the Underwriters that it is eligible to use the short form prospectus offering qualification system described in National Instrument 44-101 for the distribution of the Offered Shares.

(b) The Corporation shall elect and comply in all material respects with the Passport System and shall:

(i) not later than 5:00 p.m. (Calgary time) on December 2, 2011, have:

(A) prepared and filed the Preliminary Prospectus and other documents required under the Canadian Securities Laws with the Securities Commissions and designated the ASC as the principal regulator under the Passport System; and

(B) obtained from the ASC a Preliminary Passport System Decision Document, evidencing that a receipt for the Preliminary Prospectus has been issued in Alberta and Ontario and has been deemed to have been issued in each of the Qualifying Provinces other than Alberta and Ontario;

(ii) forthwith after any comments with respect to the Preliminary Prospectus have been received from the Securities Commissions but not later than December 9, 2011 (or such later date as may be agreed to in writing by the Corporation and the Underwriters), have:

(A) prepared and filed the Prospectus and other documents required under the Canadian Securities Laws with the Securities Commissions; and

(B) obtained from the ASC a Final Passport System Decision Document, evidencing that a receipt for the Prospectus has been issued in Alberta and Ontario and has been deemed to have been issued in each of the Qualifying Provinces other than Alberta and Ontario or otherwise obtained a receipt for the Prospectus from each of the Securities Commissions;

and otherwise fulfilled all legal requirements to enable the Offered Shares to be offered and sold to the public in each of the Qualifying Provinces through the Underwriters or any other investment dealer or broker registered in the applicable Qualifying Province; and

(iii) until the completion of the distribution of the Offered Shares in accordance with the terms hereof, use its reasonable commercial efforts to take such additional steps and proceedings that from time to time may be required under the Canadian Securities Laws in each Qualifying Province to continue to qualify the Offered Shares for distribution or, in the event that the Offered Shares have, for any reason, ceased to so qualify, to again qualify the Offered Shares for distribution and, to the extent within the control of the Corporation, to qualify the Offered Shares to be offered and sold, in accordance with Schedule "A" hereto, in transactions exempt from or not subject to the registration requirement of the U.S. Securities Act.

(c) Prior to the filing of the Prospectuses and during the period of distribution of the Offered Shares, prior to the filing with any Securities Commissions of any Supplementary Material or any documents incorporated by reference therein after the date hereof, the Corporation shall have allowed the Underwriters and the Underwriters' counsel to participate fully in the preparation of, and to approve the form of, such documents (such approval not to be unreasonably withheld) and to have reviewed any documents incorporated by reference therein.

(d) During the period from the date hereof until completion of the distribution of the Offered Shares, the Corporation shall allow the Underwriters to conduct all due diligence which they may reasonably require in order to fulfill their obligations as underwriters and in order to enable the Underwriters responsibly to execute the certificates required to be executed by them in the Prospectuses or in any Supplementary Material. Without limiting the generality of the foregoing, the Corporation shall make available its directors, senior management and audit committee, and shall use its commercially reasonable efforts to cause the Corporation’s Auditors, GCA, legal counsel and other experts (if any) to be available, to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to the Closing Time (collectively, the "**Due Diligence Session**"). The Underwriters shall distribute a list of written questions to be answered in advance of such Due Diligence Session and the Corporation shall provide written responses to such questions and shall use its commercially reasonable efforts to have the Corporation’s Auditors, GCA, legal counsel and other experts provide written responses to such questions at a reasonable time in advance of the Due Diligence Session.

(e) The Corporation shall take or cause to be taken all such other steps and proceedings, including fulfilling all legal, regulatory and other requirements, as required under the Applicable Securities Laws, to qualify the Offered Shares for distribution to the public in the Qualifying Provinces and, to the extent within the control of the Corporation, to qualify the Offered Shares to be offered and sold, in accordance with Schedule "A" hereto, in transactions exempt from or not subject to the registration requirement of the U.S. Securities Act, and for sale internationally as permitted by applicable laws, including the timely filing of all post-Closing notices and filings and payment of applicable fees required under Applicable Securities Laws.

4. Delivery of Prospectus and Related Documents

The Corporation shall deliver or cause to be delivered without charge to the Underwriters and the Underwriters' counsel the documents set out below at the respective times indicated:

(a) prior to or contemporaneously, as nearly as practicable, with the filing with the Securities Commissions of each of the Preliminary Prospectus and the Prospectus:

  (i) copies of the Preliminary Prospectus and the Prospectus signed as required by the Canadian Securities Laws;

  (ii) copies of the Preliminary U.S. Placement Memorandum and the U.S. Placement Memorandum, respectively, if required by the Underwriters; and

  (iii) copies of any documents incorporated by reference therein which have not previously been delivered to the Underwriters;

(b) as soon as they are available, copies of any Supplementary Material, signed as required by the Canadian Securities Laws and including, in each case, copies of any documents incorporated by reference therein which have not been previously delivered to the Underwriters;

(c) prior to the filing of the Prospectus with the Securities Commissions, a "comfort letter" from the Corporation's Auditors and any other auditors who have audited any of the financial statements included in or incorporated by reference in the Prospectus, dated the date of the Prospectus, addressed to the Underwriters and satisfactory in form and substance to the Underwriters and the Underwriters' counsel, acting reasonably, to the effect that they have carried out certain procedures performed for the purposes of comparing certain specified financial information and percentages appearing in the Prospectus and the documents incorporated therein by reference with indicated amounts in the financial statements or accounting records of the Corporation or other applicable entity or business and have found such information and percentages to be in agreement, which comfort letter shall be based on the applicable auditors' review having a cut-off date of not more than two Business Days prior to the date of the Prospectus;

(d) comfort letters similar to the foregoing shall be provided to the Underwriters with respect to any Supplementary Material and any other relevant document at the time the same is presented to the Underwriters for their signature or, if the Underwriters' signature is not required, at the time the same is filed. All such comfort letters shall be in form and substance acceptable to the Underwriters and the Underwriters' counsel, acting reasonably; and

(e) copies of correspondence indicating that the Exchange has conditionally accepted the Offering, including the listing of the Offered Shares, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the Exchange (the "**Standard Listing Conditions**").

The deliveries referred to in subsections 4(a) and 4(b) shall also constitute the Corporation's consent to the use by the Underwriters and other members of the Selling Dealer Group of the Documents, the Prospectuses, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material in connection with the offering and sale of the Offered Shares.

5. Commercial Copies

(a) The Corporation shall, as soon as possible but in any event not later than 2:00 p.m. (local time at the place of delivery) on the Business Day following the date of receipt of the Preliminary Passport System Decision Document or the Final Passport System Decision Document, as the case may be (or such other date or time as the Underwriters and the Corporation may agree), from the Securities Commissions and no later than 2:00 p.m. (local time) on the first Business Day after the execution of any Supplementary Material in connection with the Prospectuses, cause to be delivered to the Underwriters, without charge, commercial copies of the Preliminary Prospectus, the Prospectus or such Supplementary Material in such numbers and in such cities as the Underwriters may reasonably request by written instructions to the Corporation or the printer thereof given no later than the time when the Corporation authorizes the printing of the commercial copies of such documents.

(b) The Corporation shall cause to be provided to the Underwriters such number of copies of any documents incorporated by reference in the Preliminary Prospectus, the Prospectus or any Supplementary Materials as the Underwriters may reasonably request.

(c) The Corporation will similarly cause to be delivered to the Underwriters, at those delivery points as the Underwriters may reasonably request, commercial copies of the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material required to be delivered to purchasers or prospective purchasers of the Offered Shares. Each delivery of the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any such Supplementary Material will constitute consent by the Corporation to the use of the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any such Supplementary Material required to be prepared under U.S. Securities Laws by the U.S. registered broker-dealer affiliates of the Underwriters and members of the Selling Dealer Group (if any) for the offer and sale of the Offered Shares in the United States in accordance with this Agreement.

(d) The Corporation will similarly cause to be delivered to the Underwriters, at those delivery points as the Underwriters may reasonably request, commercial copies of any Supplementary Material required to be delivered to purchasers or prospective purchasers of the Offered Shares.

6. Material Change and Certain Other Covenants

(a) During the period of distribution of the Offered Shares, the Corporation will promptly inform the Underwriters in writing of the full particulars of:

(i) any material change (actual, anticipated, threatened, contemplated or proposed) in or affecting the business, operations, revenues, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation and the Subsidiaries, taken as a whole;

(ii) the occurrence or discovery of a material fact or event which, in any such case, is, or may be, of such a nature as to:

(A) render the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material untrue, false or misleading in any material respect;

(B) result in a misrepresentation in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material; or

(C) result in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material not complying in any material respect with the Applicable Securities Laws,

provided that if the Corporation is uncertain as to whether a material change, change, occurrence or event of the nature referred to in this subsection 6(a) has occurred or been discovered, the Corporation shall promptly inform the Lead Underwriter of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Lead Underwriter as to whether the occurrence is of such nature prior to making any filing referred to in paragraph 6(c).

(b) During the period of distribution of the Offered Shares, the Corporation will promptly inform the Underwriters in writing of the full particulars of:

(i) any request of any Securities Commission, the SEC or similar regulatory authority for any amendment to, or to suspend or prevent the use of, the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any other part of the Public Record or for any additional information of a material nature;

(ii) the issuance by any Securities Commission, the SEC or similar regulatory authority, the Exchange or any other competent authority of any order to cease or suspend trading of any securities of the Corporation or of the institution or threat of institution of any proceedings for that purpose; and

(iii) the receipt by the Corporation of any communication from any Securities Commission, the SEC or similar regulatory authority, the Exchange or any other competent authority relating to the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any part of the Public Record or the distribution of the Offered Shares.

(c) The Corporation will promptly comply to the reasonable satisfaction of the Underwriters and the Underwriters' counsel with Applicable Securities Laws with respect to any material change, change, occurrence or event of the nature referred to in subsection 6(a) or 6(b) above and the Corporation will prepare and file promptly at the Underwriters' request, acting reasonably, any amendment to the Prospectus, the U.S. Placement Memorandum or Supplementary Material as may be required under Applicable Securities Laws; provided that the Corporation shall have allowed the Underwriters and the Underwriters' counsel to participate fully in the preparation of any Supplementary Material, to have reviewed any other documents incorporated by reference therein and conduct all due diligence investigations which the Underwriters may reasonably require in order to fulfill their obligations as underwriters and in order to enable the Underwriters to responsibly execute the certificate required to be executed by them in, or in connection with, any Supplementary Material, such approval not to be unreasonably withheld and to be provided in a timely manner. The Corporation shall further promptly deliver to each of the Underwriters and the Underwriters' counsel a copy of each Supplementary Material as filed with the Securities Commissions, and of comfort letters with respect to each such Supplementary Material substantially similar to those referred to in Section 4 above.

(d) During the period of distribution of the Offered Shares, the Corporation will promptly provide to the Underwriters for review by the Lead Underwriter and the Underwriters' counsel, prior to filing or issuance:

(i) any financial statement of the Corporation;

(ii) any proposed document, including any amendment to the AIF, new annual information form, material change report, interim report, or information circular, which may be incorporated, or deemed to be incorporated, by reference in the Prospectus, or is intended to be filed as part of the Public Record;

(iii) any press release of the Corporation (subject to the Corporation's obligations under Applicable Securities Laws to make timely disclosure of material information); and

(iv) any amendment to the Preliminary Prospectus or the Prospectus.

(e) The Corporation will use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the material requirements of the applicable Canadian Securities Laws in at least one of the Qualifying Provinces for a period of 24 months following the Closing Date, it being understood that such covenant shall not prevent the Corporation from participating in a merger, amalgamation or other form of business combination transaction which results in the Corporation ceasing to be a reporting issuer.

(f) The Corporation will use its commercially reasonable efforts to maintain the listing of the Common Shares on the Exchange or another recognized stock exchange or quotation system for a period of at least 24 months following the Closing Date, it being understood that such covenant shall not prevent the Corporation from participating in a merger, amalgamation or other form of business combination transaction which results in the Corporation ceasing to have its Common Shares listed on the Exchange.

(g) The Corporation will ensure that the Firm Shares issuable on the Closing Date and the Option Shares issuable on the Over-Allotment Option Closing Date shall be duly and validly issued as fully paid and non-assessable shares in the capital of the Corporation.

(h) The Corporation will use the net proceeds of the offering of the Offered Shares in the manner specified in the Prospectus.

7. Representations and Warranties of the Corporation

(a) Each delivery of the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material pursuant to Section 4 above shall constitute a representation and warranty to the Underwriters by the Corporation (and the Corporation hereby acknowledges that each of the Underwriters is relying on such representations and warranties in entering into this Agreement) that:

(i) all of the information and statements (except information and statements furnished by and relating solely to the Underwriters) contained in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material, as applicable, including the documents incorporated by reference, as the case may be:

(A) are at the respective dates of such documents, true and correct in all material respects;

(B) contain no misrepresentation; and

(C) constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Shares;

(ii) the Preliminary Prospectus, the Prospectus, or any Supplementary Material, as applicable, including the documents incorporated by reference, as the case may be, comply in all material respects with the applicable Canadian Securities Laws, including National Instrument 44-101, and the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and, to the extent applicable, any related Supplementary Material, complies as to form in all material respects with applicable U.S. Securities Laws; and

(iii) except as is disclosed in the Public Record, there has been no intervening material change (adverse material change until filing of the Prospectus) (actual, proposed or prospective, whether financial or otherwise), from the date of the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum and any Supplementary Material to the time of delivery thereof, in the business, operations, revenues, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation and its Subsidiaries (taken as a whole).

(b) In addition to the representations and warranties contained in subsection 7(a) hereof, the Corporation represents and warrants to the Underwriters, and acknowledges that each of the Underwriters is relying upon such representations and warranties in entering into this Agreement, that:

(i) the Corporation and each of the Subsidiaries is a corporation duly incorporated, continued or amalgamated and validly existing and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, has all requisite corporate power, authority and capacity to own, lease or operate its properties and assets as described in the Prospectus (including the Oil and Gas Properties) and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up, and the Corporation has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder;

(ii) the Corporation is the registered and beneficial holder of (a) 69,250,000 (98.929%) of the issued and outstanding ordinary, nominative, non-endorsable shares of nominal value of Crown Point S.A. (the "**Ordinary Shares**"), and the remaining 750,000 Ordinary Shares are held of record by Mateo Turic (746,589 or 1.067%) and Alfredo Boucher (3,411 or 0.005%) in trust for the Corporation; and (b) 100% of the issued and outstanding securities of CanAmericas; in each case, free and clear of all mortgages, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no person or other entity has any agreement, option, right or privilege (whether pre-emptive or contractual) to purchase or receive (or capable of becoming an agreement or a right to purchase or receive) from the Corporation or the Subsidiaries any issued or unissued securities of the Subsidiaries;

(iii) the Corporation and each of the Subsidiaries is qualified to carry on business as described in the Prospectus under the laws of each jurisdiction in which it carries on its business;

(iv) other than the Subsidiaries, the Corporation has no investment in any person which is material to the business and affairs of the Corporation;

(v) the Corporation is a "reporting issuer" under the Canadian Securities Laws of each of the provinces of Alberta and British Columbia, is not in default of any material requirement of such Canadian Securities Laws, is not included on a list of defaulting reporting issuers maintained by the Securities Commissions in such provinces, and will be, at the Closing Time, a reporting issuer under the Canadian Securities Laws of each of the Qualifying Provinces;

(vi) each of the execution and delivery of this Agreement and the performance by the Corporation of its obligations hereunder, including the allotment, reservation, issuance and delivery of the Offered Shares, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (a) any statute, rule or regulation applicable to the Corporation including applicable Securities Laws and the rules and regulations of the Exchange; (b) the constating documents or resolutions of the directors or shareholders of the Corporation and the Subsidiaries which are in effect at the date hereof; (c) any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation or any of the Subsidiaries is a party or by which it is bound (including any agreement relating to the Oil and Gas Properties); or (d) any judgment, decree or order binding the Corporation or the Subsidiaries or the property or assets thereof (including relating to the Oil and Gas Properties);

(vii) the Corporation is in compliance in all material respects with its timely and continuous disclosure obligations under applicable Securities Laws and the rules and regulations of the Exchange and, without limiting the generality of the foregoing, there has not occurred any material adverse change (actual, anticipated, completed, proposed or threatened), financial or otherwise, in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects or capital of the Corporation (on a consolidated basis) since August 31, 2010 which has not been publicly disclosed on SEDAR, all statements set forth in all documents publicly filed by or on behalf of the Corporation pursuant to applicable Securities Laws since August 31, 2010, including the Documents, were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Corporation has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;

(viii) any and all of the agreements and other documents and instruments, pursuant to which the Corporation and the Subsidiaries hold property and assets (including any interest in, or right to earn an interest in, any property (including the Oil and Gas Properties)) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with their terms; neither the Corporation nor its Subsidiaries, as applicable, is in default, and to the Corporation's knowledge none of the other parties thereto are in default, of any of the provisions of any such agreements, documents or instruments, except where any such default would not have a Material Adverse Effect, nor to the Corporation's knowledge has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all material leases, licenses, concessions, claims or other property rights pursuant to which the Corporation derives the interests thereof in such property and assets are in good standing and there has been no default under any such lease, license concession, claim or property right, except where such default would not have a Material Adverse Effect. Except as disclosed in the Prospectus, to the knowledge of the Corporation, after due inquiry, the Oil and Gas Properties (including any interest, or right to earn an interest, therein) are not subject to any right of first refusal or purchase or acquisition right, other than those negotiated in the normal course of business or for the benefit of the Corporation or any Subsidiary or mandated by the applicable Governmental Authority in the jurisdictions in which the Oil and Gas Properties are located;

(ix) except as disclosed in the Prospectus, all leases, licenses, concessions, claims or other property rights through which the Corporation and the Subsidiaries hold an interest (including any interest in, or right to earn an interest in, any property (including the Oil and Gas Properties)) have been validly recorded in accordance with all applicable laws and are valid and subsisting; and such leases, concessions, claims or other property rights are sufficient to permit the holder thereof to explore for, to produce and sell the petroleum, natural gas and related hydrocarbons relating thereto, free and clear of any liens, charges or encumbrances and no material commission, royalty, license fee or similar payment, other than those previously disclosed in writing to the Underwriters and payable to Governmental Authorities in accordance with applicable laws, is payable to any person in connection therewith;

(x) the Prospectus contains a full, complete and accurate summary description of all property rights held by the Corporation and the Subsidiaries (including in respect of the Oil and Gas Properties and all agreement related thereto), and no other property or assets are necessary for the conduct of the business of the Corporation and the Subsidiaries as currently conducted, and the Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right thereof to use, transfer or otherwise explore for and produce and sell the petroleum, natural gas and related hydrocarbons in respect of such properties;

(xi) the Corporation made available to GCA, prior to the issuance of the GCA Report and for the purpose of preparing such report, all information reasonably requested by GCA, which information did not contain any material misrepresentation at the time such information was so provided. The Corporation has no knowledge of a material adverse change in any information provided to GCA since that date. GCA has represented to the Corporation that the GCA Report fully complies with the requirements of National Instrument 51-101 as at the date thereof and the GCA Report reasonably presents the Corporation's proved and probable reserves attributable to the properties evaluated therein, as applicable, as at the date stated therein, based upon information available at the time the GCA Report was prepared and the assumptions as to the commodity prices and costs contained therein;

(xii) the GCA Report accurately and completely sets forth all material facts relating to the reserves in respect of the properties that are the subject of the GCA Report as at the date stated therein and, since the date of preparation of the GCA Report, there has been no change of which the Corporation is aware that would render the GCA Report to be incorrect in any material respect;

(xiii) neither GCA nor any other independent evaluator or consultant engaged by the Corporation has updated the GCA Report or independently evaluated the proved or probable reserves or other resources attributable to the properties evaluated therein (or any part thereof) or the resources attributable to any other properties in which the Corporation has an interest;

(xiv) based upon representations made to the Corporation by GCA, GCA is an independent qualified reserves evaluator pursuant to National Instrument 51-101;

(xv) neither the Corporation nor any Subsidiary is in violation of its constating documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound (including in respect of the Oil and Gas Properties), except in each case as would not have a Material Adverse Effect;

(xvi) to the knowledge of the Corporation, no counterparty to any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party is in default in the performance or observance thereof (including in respect of the Oil and Gas Properties), except in each case as would not have a Material Adverse Effect;

(xvii) except as disclosed in the Prospectus or as otherwise disclosed in writing to the Underwriters, neither the Corporation nor any Subsidiary has approved, or entered into any agreement in respect of: (a) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary, whether by asset sale, transfer of shares or otherwise other than in the ordinary course of business; or (b) any change in control of the Corporation (by sale, transfer or other disposition of shares or sale, transfer, lease or other disposition of all or substantially all of the property and assets of the Corporation); or (c) to the knowledge of the Corporation, a proposed planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation;

(xviii) the Financial Statements have been prepared in accordance with Canadian generally accepted accounting principles and present fairly in all material respects, the consolidated financial condition of the Corporation and the Subsidiaries as at the dates thereof and the consolidated results of the operations and cash flows of the Corporation and the Subsidiaries for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, as applicable, and there has been no material change in accounting policies or practices of the Corporation since August 31, 2010, except as has been disclosed in the Prospectus;

(xix) the AIF is a "current AIF" as such term is defined in National Instrument 44-101 and the Corporation is qualified to file a short form prospectus in accordance with National Instrument 44-101;

(xx) since August 31, 2010, (a) there has been no change in the condition (financial or otherwise), or in the properties, capital, affairs, prospects, operations, assets or liabilities of the Corporation, whether or not arising in the ordinary course of business which would have a Material Adverse Effect; and (b) there have been no transactions entered into by the Corporation, other than those in the ordinary course of business or disclosed in writing to the Underwriters, except as disclosed in the Prospectus;

(xxi) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and the Subsidiaries have been paid, except where the failure to pay Taxes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or the Subsidiaries, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect;

(xxii) based upon representations made by the Corporation’s Auditors to the Corporation, the Corporation’s Auditors, who audited the audited Financial Statements and who provided their audit report thereon, are independent public accountants as required under Canadian Securities Laws. There has never been a "reportable event" (within the meaning of National Instrument 51-102 - *Continuous Disclosure Obligations*) between the Corporation and the Corporation's Auditors;

(xxiii) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that (a) transactions are executed in accordance with management's general or specific authorization, and (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with Canadian generally accepted accounting principles and to maintain accountability for assets;

(xxiv) other than as set forth in the Prospectus, no person has or will have at the Closing Time any agreement or option, or right or privilege (whether pre-emptive or contractual) to purchase or receive (or capable of becoming an agreement or a right to purchase or receive) from the Corporation any unissued shares or securities of the Corporation;

(xxv) except as disclosed in the Prospectus there is no agreement in force or effect which in any material manner affects or will affect the voting or control of any of the securities of the Corporation or of the Subsidiaries;

(xxvi) other than as set forth in the Prospectus, none of the directors, officers or employees of the Corporation, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including any loan made to or by any such person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation;

(xxvii) other than as disclosed in the Prospectus there are no actions, suits, judgments, investigations, inquiries or proceedings of any kind whatsoever outstanding (whether or not purportedly on behalf of the Corporation or any Subsidiary), or to the knowledge of the Corporation, pending or threatened against or affecting the Corporation, any of the Subsidiaries or their respective directors or officers (in their capacities as such), at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the knowledge of the Corporation, neither the Corporation nor any of the Subsidiaries is subject to any judgment, order, writ, injunction or decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, would have a Material Adverse Effect or would adversely affect the ability of the Corporation to perform its obligations under this Agreement;

(xxviii) no legal or governmental proceedings or inquiries by any Governmental Authority are pending to which the Corporation or any of the Subsidiaries is a party or to which any of its property interests or assets is subject (including any interest in the Oil and Gas Properties) that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now conducted by the Corporation and the Subsidiaries which, if the subject of an unfavourable decision, ruling or finding would have a Material Adverse Effect and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation or the Subsidiaries or with respect to any of their properties and assets (including any interest in the Oil and Gas Properties);

(xxix) (a) neither the Corporation nor any Subsidiary has been nor is in violation of, in connection with the ownership, use, maintenance or operations of its property and assets (including the Oil and Gas Properties), any federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), except as would not have a Material Adverse Effect, (b) the Corporation and the Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, except as would not have a Material Adverse Effect, and (c) to the knowledge of the Corporation, there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation or any Subsidiary, which if determined adversely, would have a Material Adverse Effect;

(xxx) the Corporation and each Subsidiary has conducted and is conducting its business in material compliance with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirements of any Governmental Authority applicable to it in each jurisdiction in which it carries on business and holds all licenses, registrations, permits, authorities and qualifications (it being understood that permits are required and will have to be obtained to carry out certain future exploration and other activities) in all jurisdictions in which it carries on business which are necessary to carry on its business as now conducted, except as would not have a Material Adverse Effect, and all such licenses, registrations, permits, authorities and qualifications are valid and existing and in good standing, and there is no proceeding, inquiry or action by any Governmental Authority, actual, potential or, to the knowledge of the Corporation, threatened, against the Corporation relating to the revocation or modification of any such licenses, registrations, permits, authorities or qualifications which if the subject of an unfavourable decision, ruling or finding, would have a Material Adverse Effect;

(xxxi) there are no orders, rulings or directives issued or, to the knowledge of the Corporation, pending or threatened against the Corporation or any Subsidiary under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the property or assets of the Corporation or the Subsidiaries (including in relation to the Oil and Gas Properties) which would reasonably be expected to have a Material Adverse Effect;

(xxxii) neither the Corporation nor any Subsidiary is subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment or noncompliance with Environmental Laws which would reasonably be expected to have a Material Adverse Effect;

(xxxiii) no approval, authorization, consent or other order of, and no filing, registration or recording with, any Governmental Authority or other person is required of the Corporation in connection with the execution and delivery of or with the performance by the Corporation of this Agreement except: (a) those which have been obtained or those which may be required and shall be obtained prior to the Closing Time under Applicable Securities Laws or the rules of the Exchange, including in compliance with Applicable Securities Laws with regard to the distribution of the Offered Shares in the Qualifying Provinces, and (b) such post-Closing notice, fee and filings with the Securities Commissions and the Exchange as may be required in connection with the Offering;

(xxxiv) the execution and delivery of this Agreement and the performance of the transactions contemplated hereunder have been duly authorized by all necessary corporate action of the Corporation, and this Agreement has been duly executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally, (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; (iii) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments; (iv) the applicable laws regarding limitations of actions; (v) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without effecting the enforceability or validity of the remainder of such documents would be determined only in the discretion of the courts; (vi) enforceability of the provisions exculpating a party from liability or duty otherwise owned by it may be limited under applicable law; and (vii) that rights to indemnity, contribution and waiver under the documents may be limited or unavailable under applicable law;

(xxxv) all necessary corporate action will have been taken by the Corporation to carry out its obligations hereunder and to allot and authorize the issuance of the Offered Shares, and upon payment therefor, the Offered Shares will have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(xxxvi) the Common Shares are listed and posted for trading on the Exchange and all necessary notices and filings have been made with and all necessary consents, approvals and authorizations obtained by the Corporation from the Exchange to ensure that, subject to fulfilling the Standard Listing Conditions, the Offered Shares will be listed and posted for trading on the Exchange upon their issuance;

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

(xxxviii) the authorized capital of the Corporation consists of an unlimited number of Common Shares without nominal or par value and an unlimited number of Class "A" preferred shares issuable in series with a par value of $1.00 each, of which, as at the close of business on December 1, 2011, **[54,689,908]** Common Shares were issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation and no Class "A" preferred shares were issued and outstanding and except as disclosed in the Prospectuses under the heading "Consolidated Capitalization" and securities issuable pursuant to this Agreement, there are no other securities of the Corporation outstanding or reserved for issuance;

(xxxix) all of the properties and assets of the Corporation and the Subsidiaries (including the Oil and Gas Properties) and their business and operations are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect and the Corporation has not failed to promptly give any notice of any material claim thereunder;

(xl) Computershare Investor Services Inc., at its principal office in Vancouver, British Columbia, has been duly appointed as registrar and transfer agent for the Common Shares;

(xli) the minute books and records of the Corporation and the Subsidiaries made available to counsel to the Underwriters in connection with its due diligence investigation of the Corporation are all of the minute books and records of the Corporation and the Subsidiaries, respectively, and contain copies of all material proceedings of the shareholders, the directors and all committees of directors of the Corporation and the Subsidiaries to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation or any Subsidiary to the date hereof not reflected in such minute books and other records, other than those which are not material to the Corporation and the Subsidiaries, taken together as a whole;

(xlii) the Corporation and the Subsidiaries are in compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where non-compliance with such laws could not reasonably be expected to have a Material Adverse Effect, and has not and is not engaged in any unfair labour practice;

(xliii) the Prospectus discloses, to the extent required by Canadian Securities Laws, each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of the Corporation (the "**Employee Plans**"), each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;

(xliv) all information which has been prepared by the Corporation relating to the Corporation, the Subsidiaries and the business, property and liabilities thereof and either provided or made available to the Underwriters, including the Prospectus and all financial and operational information provided to the Underwriters is, as of the date of such information, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;

(xlv) the Corporation: (i) has not completed any acquisition that is a "significant acquisition" (as determined in accordance with Part 8 of National Instrument 51-102) within the 75 days prior to the date of the Prospectus and for which the Corporation has not yet filed a business acquisition report in accordance with National Instrument 51-102; and (ii) is not proposing any acquisition that (A) has progressed to a state where a reasonable person would believe that the likelihood of the Corporation completing the acquisition is high, and (B) that would be a "significant acquisition" (as determined in accordance with Part 8 of National Instrument 51-102) if completed as of the date of the Prospectus; in each case that would require the inclusion of any additional financial statements or pro forma financial statements in the Prospectus pursuant to Canadian Securities Laws;

(xlvi) the Corporation is eligible to file a short form prospectus in each of the Qualifying Provinces pursuant to Canadian Securities Laws and, on the date of and upon filing of the Prospectus, there will be no documents required to be filed under Applicable Securities Laws in connection with the Offering that will not have been filed as required;

(xlvii) other than the Underwriters and members of the Selling Dealer Group, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement;

(xlviii) the books of account and other records of the Corporation and its Subsidiaries, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices;

(xlix) the Corporation is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of the Corporation, indemnity agreements and applicable laws, and indemnification provisions under agency agreements, underwriting agreements or transfer agency agreements) or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person (other than between the Corporation and a Subsidiary of the Corporation);

(l) the Corporation does not have any loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with the Corporation;

(li) the Corporation currently has no plan to issue and has not in 2010 or thus far in 2011 issued any Common Shares or securities of the Corporation on a "flow-through basis" pursuant to the provisions of the *Income Tax Act* (Canada);

(lii) no Securities Commission, other securities commission or similar regulatory authority, the Exchange or other exchange in Canada, Argentina or the United States has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation, no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened and the Corporation is not in default of any material requirement of Securities Laws or the applicable securities laws of the United States or Argentina;

(liii) although it does not warrant title, the Corporation does not have any reason to believe that the Corporation and its Subsidiaries do not have good and marketable title to or the irrevocable right to explore for, produce and sell their respective petroleum, natural gas and related hydrocarbons pursuant to concessions granted by applicable Governmental Authorities (for the purposes of this subsection, the foregoing are referred to as the "**Interests**"), and, except as disclosed on the Public Record, the Corporation represents and warrants that the Interests are free and clear of all liens, charges, encumbrances, restrictions or adverse claims created by, through or under the Corporation or its Subsidiaries;

(liv) neither the Corporation nor its Subsidiaries have received notice of any proceedings relating to the revocation or modification of the Oil and Gas Properties or any related registrations, permits, authorities or qualifications which, if the subject of an unfavourable decision, ruling or finding, would have a Material Adverse Effect;

(lv) all filings by the Corporation or its Subsidiaries, pursuant to which the Corporation has received or is entitled to receive government incentives or rights to explore for and develop oil and natural gas, have been made in accordance, in all material respects, with all applicable legislation and contain no misrepresentations of material fact nor omit to state any material fact which would reasonably be expected to cause any amount previously paid to the Corporation or its Subsidiaries, or previously accrued on the accounts thereof, to be recovered or disallowed;

(lvi) any and all operations of the Corporation and its Subsidiaries and to the Corporation's knowledge, any and all operations by third parties, on or in respect of the assets and properties (including the Oil and Gas Properties) of the Corporation and its Subsidiaries, have been conducted in accordance with good oil and gas industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of applicable Governmental Authorities;

(lvii) the Responses given by the Corporation and its directors and officers in the Due Diligence Session were and shall be true and correct in all material respects as at the time such Responses were or are given, and such Responses taken as a whole did not and shall not omit any fact or information necessary to make the Responses not misleading in light of the circumstances in which such Responses were or shall be given, provided that for the purposes of this subsection 7(b)(lvii), the term "Responses" does not include the portion of such Responses which are forward-looking or otherwise relate to projections, forecasts or estimates of future performance or results;

(lviii) other than as disclosed in the Prospectus and other than agreements governing the Corporation’s (i) ownership of the Oil and Gas Properties, and (ii) production sales contract (copies of which have been provided to the Underwriters), there are no material contracts or agreements to which the Corporation or its Subsidiaries are a party or by which they are bound. For the purposes of this subparagraph, any contract or agreement pursuant to which the Corporation or its Subsidiaries is, or may reasonably be expected to result in, a requirement of the Corporation or its Subsidiaries to expend more than an aggregate of $500,000, or receive or be entitled to receive revenue of more than $500,000 in either case in the next 12 months, or is out of the ordinary course of business of the Corporation and its Subsidiaries and is otherwise material, shall be considered to be material;

(lix) other than as set forth in the Public Record, neither the Corporation nor its Subsidiaries is a party to any written consulting contracts or written contracts of employment which may not be terminated on one month's, or less, notice or which provide for payments occurring on a change of control of the Corporation;

(lx) neither the Corporation nor its Subsidiaries has a Swap outstanding and no Swaps will be entered into by the Corporation or any of its Subsidiaries prior to the Closing Time;

(lxi) no officer, director, employee or any other person not dealing at arm's length with the Corporation or its Subsidiaries or, to the knowledge of the Corporation, any associate or affiliate of any such person, owns, has or is entitled to any royalty, net profits interest, carried interest or any other encumbrances or claims of any nature whatsoever which are based on production from the Corporation's and its Subsidiaries' consolidated properties or assets (including the Oil and Gas Properties) or any revenue or rights attributed thereto;

(lxii) neither the Corporation nor, to its knowledge, any of its shareholders, is a party to any unanimous shareholders agreement, pooling agreement, voting trust, shareholder rights protection plan or other similar type of arrangements in respect of outstanding securities of the Corporation;

(lxiii) there is not now, and to the knowledge of the Corporation there has never been, any employment by the Corporation or any of the Subsidiaries of an individual who was, at such time, a governmental or political official in any country in the world. Neither the Corporation or any of the Subsidiaries nor, to the knowledge of the Corporation, any director, officer, employee or other person acting on behalf of the Corporation or any of the Subsidiaries has (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) violated or is in violation of any provision of any applicable laws relating to the bribery or corruption of governmental authorities, representatives of governmental authorities or other public officials, including the United States Foreign Corrupt Practices Act of 1977, as amended, and the Corruption of Foreign Public Officials Act (Canada) and similar laws of other jurisdictions; or (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(lxiv) the operations of the Corporation and its Subsidiaries are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements and money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation with respect to the Money Laundering Laws is, to the knowledge of the Corporation, pending or threatened; and

(lxv) none of the Corporation nor any of its Subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of Treasury.

8. Indemnity

(a) The Corporation shall indemnify and save each of the Underwriters and each of the Underwriters' affiliates, and each of their respective agents, partners, directors, officers, shareholders and employees, harmless against and from all liabilities, claims, suits, proceedings, demands, losses (other than losses of profit), costs (including reasonable legal fees and disbursements on a full indemnity basis), damages and expenses to which the Underwriters, the Underwriters' affiliates, or any of their respective agents, partners, directors, officers, shareholders or employees may be subject or which the Underwriters, the Underwriters' affiliates, or any of their respective agents, partners, directors, officers, shareholders or employees may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

(i) any information or statement contained in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material, any part of the Public Record or in any other document or material filed or delivered by or on behalf of the Corporation pursuant hereto (other than any information or statement relating solely to the Underwriters and furnished to the Corporation by the Underwriters expressly for inclusion in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material or in any document or other part of the Public Record) which is or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact (other than any information or fact relating solely to the Underwriters) the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;

(ii) any misrepresentation or alleged misrepresentation (except a misrepresentation which is based upon information relating solely to the Underwriters and furnished to the Corporation by the Underwriters expressly for inclusion in the Preliminary Prospectus, Prospectus, Preliminary U.S. Placement Memorandum, U.S. Placement Memorandum, any Supplementary Material or in any document or other part of the Public Record) contained in the Preliminary Prospectus, the Prospectus, Preliminary U.S. Placement Memorandum the U.S. Placement Memorandum, any Supplementary Material or in any other document or any other part of the Public Record filed by or on behalf of the Corporation;

(iii) any prohibition or restriction on trading in the securities of the Corporation or any prohibition or restriction affecting the distribution of the Offered Shares (not based upon the activities or alleged activities of the Underwriters or the Selling Dealer Group members, if any) imposed by any competent authority if such prohibition or restriction is based on any misrepresentation or alleged misrepresentation of a kind referred to in subsection 8(a)(ii);

(iv) any order made or any inquiry, investigation (whether formal or informal) or other proceeding commenced or threatened by any one or more competent authorities (not based upon the activities or the alleged activities of the Underwriters or their banking or Selling Dealer Group members, if any) prohibiting, restricting, relating to or materially affecting the trading or distribution of the Offered Shares;

(v) any breach of, default under or non-compliance by the Corporation with any requirements of the Applicable Securities Laws, the by-laws, rules or regulations of the Exchange or any representation, warranty, term or condition of this Agreement or in any certificate or other document delivered by or on behalf of the Corporation hereunder or pursuant hereto; or

(vi) the exercise by any subscriber for Offered Shares of any contractual or statutory right of rescission for damages in connection with the purchase of the Offered Shares (other than based on any information or statements relating solely to the Underwriters or based solely upon any act or inaction of the Underwriters or their banking or Selling Dealer Group members, if any);

provided, however, no party who has engaged in any fraud, wilful misconduct, fraudulent misrepresentation or gross negligence (as determined by a court of competent jurisdiction in a final non appealable judgement) shall be entitled, to the extent that the liabilities, claims, losses, costs, damages or expenses were caused solely by such activity, to claim indemnification from any person who has not engaged in such fraud, wilful misconduct, fraudulent misrepresentation or gross negligence.

(b) If any claim contemplated by subsection 8(a) shall be asserted against any of the persons or entities in respect of which indemnification is or might reasonably be considered to be provided for in such subsection, such person or entity (the "**Indemnified Person**") shall notify the Corporation (provided that failure to so notify the Corporation of the nature of such claim in a timely fashion shall relieve the Corporation of liability hereunder only if and to the extent that such failure materially prejudices the Corporation's ability to defend such claim) as soon as possible of the nature of such claim and the Corporation shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided however, that the defence shall be through legal counsel selected by the Corporation and acceptable to the Indemnified Person acting reasonably and that no admission of liability or settlement may be made by the Corporation or the Indemnified Person without the prior written consent of the other, such consent not to be unreasonably withheld. The Indemnified Person shall have the right to retain its own counsel in any proceeding relating to a claim contemplated by subsection 8(a) if:

(i) the Indemnified Person has been advised by counsel that there may be a reasonable legal defense available to the Indemnified Person which is different from or additional to a defense available to the Corporation and that representation of the Indemnified Person and the Corporation by the same counsel would be inappropriate due to the actual or potential differing interests between them (in which case the Corporation shall not have the right to assume the defense of such proceedings on the Indemnified Person's behalf);

(ii) the Corporation shall not have taken the defense of such proceedings and employed counsel within ten (10) days after notice has been given to the Corporation of commencement of such proceedings; or

(iii) the employment of such counsel has been authorized by the Corporation in connection with the defense of such proceedings;

and, in any such event, the reasonable fees and expenses of such Indemnified Person's counsel (on a solicitor and his client basis) shall be paid by the Corporation, provided that the Corporation shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate law firm (in addition to any local counsel) for all such Indemnified Persons.

(c) The Corporation hereby waives its rights to recover contribution from the Underwriters with respect to any liability of the Corporation by reason of or arising out of any misrepresentation in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material or any other part of the Public Record provided, however, that such waiver shall not apply in respect of liability caused directly or incurred directly by reason of: (i) any misrepresentation which is based upon information relating solely to the Underwriters contained in such document and furnished to the Corporation by the Underwriters expressly for inclusion in the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material or any other part of the Public Record; or (ii) any failure by the Underwriters to provide to prospective purchasers of Offered Shares any document which the Corporation is required to provide to such prospective purchasers pursuant to Applicable Securities Law and which the Corporation has provided to the Underwriters to forward to such prospective purchasers, provided that the Corporation has complied with Section 6.

(d) If any legal proceedings shall be instituted against the Corporation in respect of the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material or any other part of the Public Record or the Offered Shares or if any regulatory authority or stock exchange shall carry out an investigation of the Corporation in respect of the Preliminary Prospectus, the Prospectus, Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material or any other part of the Public Record or the Offered Shares and, in either case, any Indemnified Person is required to testify, or respond to procedures designed to discover information, in connection with or by reason of the services performed by the Underwriters hereunder, the Indemnified Persons may employ their own legal counsel and the Corporation shall pay and reimburse the Indemnified Persons for the reasonable fees, charges and disbursements (on a full indemnity basis) of such legal counsel, the other expenses reasonably incurred by the Indemnified Persons in connection with such proceedings or investigation and a fee at the normal per diem rate for any director, officer or employee of the Underwriters involved in the preparation for or attendance at such proceedings or investigation.

(e) The rights and remedies of the Indemnified Persons set forth in Sections 8, 9 and 11 (in the case of the Underwriters) hereof are to the fullest extent possible in law cumulative and not alternative and the election by any Underwriter or other Indemnified Person to exercise any such right or remedy shall not be, and shall not be deemed to be, a waiver of any other rights and remedies.

(f) The Corporation hereby acknowledges that the Underwriters are acting as agents for the Underwriters' respective agents, partners, directors, officers, shareholders and employees under this Section 8 and under Section 9 with respect to all such agents, directors, officers, shareholders and employees.

(g) The Corporation waives any right it may have of first requiring an Indemnified Person to proceed against or enforce any other right, power, remedy or security or claim or to claim payment from any other person before claiming under this indemnity. It is not necessary for an Indemnified Person to incur expense or make payment before enforcing such indemnity.

(h) The rights of indemnity contained in this Section 8 shall not apply if the Corporation has complied with the provisions of Sections 3, 4 and 5 and the person asserting any claim contemplated by this Section 8 was not provided with a copy of the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material or any amendment to the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material or other document which corrects any misrepresentation or alleged misrepresentation which is the basis of such claim and which was required, under Applicable Securities Laws, to be delivered to such person by the Underwriters.

(i) If the Corporation has assumed the defense of any suit brought to enforce a claim hereunder, the Indemnified Person shall provide the Corporation copies of all documents and information in its possession pertaining to the claim, take all reasonable actions necessary to preserve its rights to object to or defend against the claim, consult and reasonably cooperate with the Corporation in determining whether the claim and any legal proceeding resulting therefrom should be resisted, compromised or settled and reasonably cooperate and assist in any negotiations to compromise or settle, or in any defense of, a claim undertaken by the Corporation.

9. Contribution

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Agreement is due in accordance with its terms but is, for any reason, held by a court to be unavailable from the Corporation on grounds of policy or otherwise, the Corporation and the party or parties seeking indemnification shall contribute to the aggregate liabilities, claims, demands, losses (other than losses of profit), costs (including reasonable legal fees and disbursements on a full indemnity basis), damages and expenses (or claims, actions, suits or proceedings in respect thereof) to which they may be subject or which they may suffer or incur:

(a) in such proportion as is appropriate to reflect the relative benefit received by the Corporation on the one hand, and by the Underwriters on the other hand, from the offering of the Offered Shares; or

(b) if the allocation provided by subsection 9(a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in subsection 9(a) above but also to reflect the relative fault of the Underwriters on the one hand, and the Corporation, on the other hand, in connection with the statements, commissions or omissions or other matters which resulted in such liabilities, claims, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same proportion that the total proceeds of the offering received by the Corporation (net of fees but before deducting expenses) bear to the fees received by the Underwriters. In the case of liability arising out of the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum or any Supplementary Material, the relative fault of the Corporation, on the one hand, and of the Underwriters, on the other hand, shall be determined by reference, among other things, to whether the misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing referred to in Section 8 relates to information supplied or which ought to have been supplied by, or steps or actions taken or done on behalf of or which ought to have been taken or done on behalf of the Corporation or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing referred to in Section 8.

The amount paid or payable by an Indemnified Person as a result of liabilities, claims, demands, losses (other than losses of profit), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) referred to above shall include any legal or other expenses reasonably incurred by the Indemnified Person in connection with investigating or defending such liabilities, claims, demands, losses, costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) whether or not resulting in any action, suit, proceeding or claim.

Each of the Corporation and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding sections. The rights to contribution provided in this Section 9 shall be in addition to, and without prejudice to, any other right to contribution which the Underwriters or other Indemnified Persons may have.

Any liability of the Underwriters under this Section 9 shall be limited to the amount actually received by the Underwriters under Section 2.

10. Expenses

Whether or not the transactions contemplated herein shall be completed all costs and expenses (including applicable GST) of or incidental to the transactions contemplated hereby including those relating to the distribution of the Offered Shares, shall be borne by the Corporation including all costs and expenses of or incidental to the preparation, filing, reproduction (including the commercial copies thereof) of the Preliminary Prospectus, the Prospectus, the Preliminary U.S. Placement Memorandum, the U.S. Placement Memorandum, any Supplementary Material and the delivery thereof to the Underwriters, the fees and expenses of the Corporation's counsel, the fees and expenses of agent counsel retained by the Corporation or the Corporation's counsel, the fees and expenses of the Corporation's transfer agent and any auditors, engineers and other outside consultants, all stock exchange listing fees, the cost of preparing record books for all of the parties to this Agreement and their respective counsel, the reasonable fees (to a maximum of $50,000) and the reasonable disbursements of Underwriters' counsel together with applicable GST and the reasonable out-of-pocket expenses of the Underwriters (up to a maximum of $10,000). Payment of any expenses of the Underwriters that are reimbursable hereunder shall be made by certified cheque or bank draft to the Lead Underwriter (or as it may direct) upon Closing (or such amounts may be deducted from the subscription proceeds from the issuance of the Offered Shares hereunder and the delivery of a net certified cheque(s) or bank draft(s) or wire transfer as contemplated by Section 13(a) hereof) as a prepaid estimate of the legal fees and disbursements of Underwriters' counsel (and out-of-pocket expenses of the Underwriters), such amount to be disbursed by the Lead Underwriter on behalf of the Underwriters. Any balance remaining after payment of all invoices will be returned by the Lead Underwriter to the Corporation.

11. Termination

(a) The Underwriters, or any of them, may, without liability, terminate their obligations hereunder, by written notice to the Corporation in the event that after the date hereof and at or prior to the Closing Time:

(i) any order to cease or suspend trading in any securities of the Corporation or prohibiting or restricting the distribution of any of the Offered Shares or the Common Shares is made, or proceedings are announced, commenced or threatened for the making of any such order, by any securities commission or similar regulatory authority, any stock exchange, including the Exchange, or any other competent authority, and such order or proceeding has not been rescinded, revoked or withdrawn;

(ii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of its directors or senior officers is announced, commenced or threatened pursuant to any statute of Canada or a province of Canada, or of the United States or any state thereof or any other jurisdiction or by any securities commission or similar regulatory authority, any stock exchange, including the Exchange, or any other competent authority, or there is a change in law, regulation or policy or the interpretation or administration thereof, if, in the sole opinion of the Underwriters or any one of them, acting reasonably, the change, announcement, commencement or threatening thereof adversely affects the trading, distribution or marketability of the Offered Shares or any other securities of the Corporation;

(iii) there shall have occurred or be discovered any adverse change, as determined by the Underwriters or any one of them in their sole discretion, acting reasonably, in or relating to the business, operations, capital or condition (financial or otherwise), of the Corporation and the Subsidiaries (taken as a whole) or the properties, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiaries (taken as a whole) which in the sole opinion of the Underwriters or any one of them, acting reasonably, could reasonably be expected to have a significant adverse effect on the market price, value or marketability of the Common Shares;

(iv) there should develop, occur or come into effect or existence, or be announced, any event, action, state, condition or occurrence of national or international consequence, or any law, action, regulation or other occurrence of any nature whatsoever, which, in the sole opinion of the Underwriters or any one of them, acting reasonably, seriously adversely affects or involves, or will seriously adversely affect or involve, the financial markets generally or the business, operations or affairs of the Corporation and its Subsidiaries (taken as a whole);

(v) the Underwriters, or any one of them, shall become aware, as a result of their due diligence review or otherwise, of any material information with respect to the Corporation which had not been publicly disclosed or disclosed in writing to the Underwriters at or prior to the date hereof and which in the sole opinion of the Underwriters or any one of them, acting reasonably, could be expected to have a Material Adverse Effect on the market price, value or marketability of the Common Shares;

(vi) the state of financial markets is such that, in the sole opinion of the Underwriters, or any one of them, acting reasonably, the Offered Shares cannot be profitably marketed; or

(vii) the Corporation shall be in breach of, default under or non-compliance with any representation, warranty, covenant, term or condition of this Agreement in any material respect.

(b) The Underwriters, or any of them, may exercise any or all of the rights provided for in subsection 11(a) or Sections 12 or 16 notwithstanding any material change, change, event or state of facts and (except where the Underwriter purporting to exercise any of such rights is in breach of its obligations under this Agreement) notwithstanding any act or thing taken or done by the Underwriters or any inaction by the Underwriters, whether before or after the occurrence of any material change, change, event or state of facts including any act of the Underwriters related to the offering or continued offering of the Offered Shares for sale and any act taken by the Underwriters in connection with any amendment to the Prospectus (including the execution of any amendment or any other Supplementary Material) and the Underwriters shall only be considered to have waived or be estopped from exercising or relying upon any of their rights under or pursuant to subsection 11(a) or Sections 12 or 16 if such waiver or estoppel is in writing and specifically waives or estops such exercise or reliance.

(c) Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Corporation provided that no termination shall discharge or otherwise affect any obligation of the Corporation under Sections 8, 9, 10 or 17. The rights of the Underwriters to terminate their obligations hereunder are in addition to, and without prejudice to, any other rights or remedies they may have.

(d) If an Underwriter elects to terminate its obligation to purchase the Offered Shares as aforesaid, whether the reason for such termination is within or beyond the control of the Corporation, the liability of the Corporation hereunder with respect to such Underwriter shall be limited to the indemnity referred to in Section 8, the contribution rights referred to in Section 9 and the payment of expenses referred to in Section 10.

12. Closing Documents

The obligations of the Underwriters hereunder to purchase the Offered Shares at the Closing Time and any Over-Allotment Option Closing Time, as applicable, shall be conditional upon all representations and warranties and other statements of the Corporation herein being, at and as of the Closing Time and any Over-Allotment Option Closing Time, as applicable, true and correct in all material respects, the Corporation having performed in all material respects, at the Closing Time and any Over-Allotment Option Closing Time, as applicable, all of its obligations hereunder theretofore to be performed and the Underwriters receiving at the Closing Time and any Over-Allotment Option Closing Time, as applicable:

(a) favourable legal opinions of the Corporation's counsel addressed to the Underwriters and the Underwriters' counsel, in form and substance reasonably satisfactory to the Underwriters, with respect to such matters as the Underwriters may reasonably request relating to the Corporation, the offering of the Offered Shares and the transactions contemplated hereby, including that:

(i) the Corporation has been duly incorporated and is validly subsisting;

(ii) the Corporation has all requisite corporate capacity, power and authority to carry on its business as now conducted by it as described in the Prospectus and to own and lease its properties and assets and is qualified to carry on business under the laws of each of the jurisdictions in which it carries on a material portion of its business;

(iii) the Corporation has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except that the validity, binding effect and enforceability of the terms of agreements and documents are subject to the qualification that such validity, binding effect and enforceability may be limited by: (i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; (iii) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments; (iv) the applicable laws regarding limitations of actions; (v) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (vi) enforceability of the provisions exculpating a party from liability or duty otherwise owed by it may be limited under applicable law; and (vii) the rights to indemnity, contribution and waiver under this Agreement which may be limited or unavailable under applicable law;

(iv) the execution and delivery of this Agreement and the fulfillment of the terms hereof by the Corporation, and the performance of and compliance with the terms of this Agreement by the Corporation does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under: (a) any applicable laws of the Province of British Columbia or the federal laws of Canada applicable therein; (b) any term or provision of the articles, by-laws or other constating documents, as applicable, of the Corporation; (c) of which counsel is aware, any resolutions of the shareholders or directors (or any committee thereof) of the Corporation; (d) of which counsel is aware, any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound; or (e) of which counsel is aware, any judgment, decree or order, of any court, governmental agency or body or regulatory authority having jurisdiction over or binding the Corporation or its properties or assets; except in each case where such breach or default would not reasonably be expected to result in a Material Adverse Effect;

(v) the Offered Shares have been validly issued as fully paid and non-assessable Common Shares of the Corporation;

(vi) the Corporation is a "reporting issuer" not in default of any requirement of the *Securities Act* (Alberta) and the regulations thereunder and has a similar status under the Canadian Securities Laws of each of the Qualifying Provinces and is eligible to participate in National Instrument 44-101 in each Qualifying Province;

(vii) the attributes of the Offered Shares conform in all material respects with the description thereof contained in the Prospectuses;

(viii) subject to the assumptions, qualifications, limitations and understandings set forth in the Prospectus, the Offered Shares are qualified investments as set out under the heading "Eligibility for Investment" in the Prospectuses;

(ix) all necessary documents have been filed, all necessary proceedings have been taken and all legal requirements have been fulfilled by the Corporation as required under the Canadian Securities Laws of each of the Qualifying Provinces in order to qualify the Offered Shares for distribution and sale to the public in each of such Qualifying Provinces by or through investment dealers and brokers duly registered under the applicable laws of such provinces who have complied with the relevant provisions of such Canadian Securities Laws;

(x) the Corporation has the necessary corporate power and authority to execute and deliver the Prospectuses and all necessary corporate action has been taken by the Corporation to authorize the execution and delivery by it of the Prospectuses and the filing thereof, as the case may be, in each of the Qualifying Provinces in accordance with Canadian Securities Laws;

(xi) subject only to the Standard Listing Conditions, the Offered Shares have been conditionally approved for listing on the Exchange and upon notice to the Exchange shall be posted for trading as at the opening of business on the Closing Date, or any Over-Allotment Option Closing Date, if applicable;

(xii) Computershare Investor Services Inc. has been duly appointed by the Corporation as the transfer agent and registrar for the Common Shares (including the Offered Shares);

(xiii) the form and terms of the definitive certificates representing the Common Shares have been duly approved and adopted by the board of directors of the Corporation and comply with all legal requirements (including the requirements of the Exchange) relating thereto;

(xiv) the authorized and issued capital of the Corporation;

and as to all other legal matters, including compliance with Canadian Securities Laws in any way connected with the issuance, sale and delivery of the Offered Shares, as the Underwriters may reasonably request.

It is understood that the Corporation’s counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than where they are qualified to practice law, and on certificates of officers of the Corporation, the transfer agent and the Corporation's auditors as to relevant matters of fact. It is further understood that the Underwriters' counsel may rely on the opinion of the Corporation's counsel as to matters which specifically relate to the Corporation or the Offered Shares, including the issuance of the Offered Shares.

(b) the Underwriters shall have received legal opinions addressed to the Underwriters and the Underwriters counsel in form and substance satisfactory to the Underwriters, acting reasonably, dated as of the Closing Date, from counsel to each of the Subsidiaries, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Subsidiaries, as appropriate, with respect to the following matters: (i) each of the Subsidiaries is a corporation validly existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be; (ii) each of the Subsidiaries has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets, including the Oil and Gas Properties and as to the Subsidiaries' interests in the Oil and Gas Properties; and (iii) the percentage of the issued and outstanding shares of each of the Subsidiaries set forth in Section 7(b)(ii) that are registered, directly or indirectly, in the name of the Corporation;

(c) if any Offered Shares are sold in the United States, a favourable legal opinion by Carter Ledyard & Milburn LLP, the Corporation's special United States counsel, in form and substance reasonably satisfactory to the Underwriters, which opinion may be subject to usual and customary qualifications for opinions of this type, to the effect that no registration under the U.S. Securities Act is required for the offer and sale of the Offered Shares in the United States pursuant to and in accordance with the terms of this Agreement, including Schedule "A" attached hereto, it being understood that such counsel need not express an opinion for the subsequent resale of the Offered Shares;

(d) a certificate of the Corporation dated the Closing Date, and any Over-Allotment Option Closing Date, if applicable, addressed to the Underwriters and signed on behalf of the Corporation by the President and Chief Executive Officer and the Chief Financial Officer of the Corporation or such other officers of the Corporation satisfactory to the Underwriters, acting reasonably, certifying that:

   (i) the Corporation has complied with and satisfied, in all material respects, all terms and conditions of this Agreement on its part to be complied with or satisfied at or prior to the Closing Time, or any Over-Allotment Option Closing Time, if applicable;

   (ii) the representations and warranties of the Corporation set forth in this Agreement are true and correct, in all material respects, at the Closing Time, or any Over-Allotment Option Closing Time, if applicable as if made at such time; and

   (iii) no event of a nature referred to in subsection 6(a), 6(b), 11(a)(i), 11(a)(ii), 11(a)(iii) or 11(a)(vii) has occurred or to the knowledge of such officer is pending, contemplated or threatened (excluding any requirement to make any determination as to any Underwriter's opinion);

   and each such statement shall be true and the Underwriters shall have no knowledge to the contrary;

(e) a comfort letter of the Corporation's Auditors and any other auditors required to provide a "comfort letter" pursuant to subsection 4(c) addressed to the Underwriters and dated the

Closing Date, or any Over-Allotment Option Closing Date, if applicable, satisfactory in form and substance to the Underwriters, acting reasonably, bringing the information contained in the comfort letters referred to in subsection 4(c) hereof up to the Closing Time, or any Over-Allotment Option Closing Time, if applicable, which comfort letters shall be as of a date that is not more than two Business Days prior to the Closing Date, or any Over-Allotment Option Closing Date, if applicable;

(f) evidence satisfactory to the Underwriters, acting reasonably, that the Offering, including the Offered Shares have been conditionally accepted by the Exchange and upon notice to the Exchange the Offered Shares shall be posted for trading as at the opening of business on the Closing Date, or any Over-Allotment Option Closing Date, if applicable; and

(g) such other certificates and documents as the Underwriters may request, acting reasonably.

13. Deliveries

(a) The sale of the Firm Shares to be purchased hereunder shall be completed at the Closing Time at the offices of the Corporation's counsel in Calgary, Alberta or at such other place as the Corporation and the Underwriters may agree. Subject to the conditions set forth in Section 12, the Underwriters, on the Closing Date, shall deliver to the Corporation, by certified cheque, bank draft or wire transfer, the amount of $0.95 per Firm Share (being an aggregate amount of $13,000,750) against delivery by the Corporation of:

(i) the opinions, certificates and documents referred to in Section 12;

(ii) definitive certificates representing, in the aggregate, all of the Firm Shares which the Underwriters have elected to purchase hereunder registered, subject to subsection 13(c) below, in the name of CDS & Co. or in such name or names as the Underwriters shall notify the Corporation in writing not less than 24 hours prior to the Closing Time; and

(iii) payment to the Lead Underwriter by certified cheque, bank draft or wire transfer or such other means as the Corporation and the Lead Underwriter may agree, of the Underwriting Fee provided for in Section 2 in respect of the Firm Shares and the expenses payable to the Underwriters pursuant to Section 10;

or the Underwriters may, in their discretion, deliver by certified cheque, bank draft or wire transfer the net amount of the amount payable in respect of the Firm Shares referred to above and the amounts referred to in paragraph (iii) above.

(b) The sale of the Option Shares, if any, shall be completed at the offices of the Corporation's counsel in Calgary, Alberta, or at such other place as the Corporation and the Underwriters may agree, on the Over-Allotment Option Closing Date and at the Over-Allotment Option Closing Time specified by the Underwriters in the written notice delivered to the Corporation which also shall specify the number of Option Shares in respect of which the Over-Allotment Option is being exercised (an "**Over-Allotment Option Notice**"); in no event shall the Over-Allotment Option Closing Date be earlier than two Business Days or later than seven Business Days after delivery of the Over-Allotment Option Notice unless the parties otherwise agree. The Underwriters, at the Over-Allotment Option Closing Time, shall pay the Corporation, by wire transfer or such other means as the Corporation and the Lead Underwriter may agree, the amount of $0.95

per Option Share purchased (being an aggregate amount of $1,950,112.50 if the Over-Allotment Option is exercised in full), against delivery by the Corporation of:

(i) to the extent applicable, the opinions, certificates and documents referred to in Section 12 (with the references therein to the Closing Time and Closing Date changed to Over-Allotment Option Closing Time and Over-Allotment Option Closing Date, respectively); and

(ii) definitive certificates representing the Option Shares agreed to be purchased by the Underwriters from the Corporation pursuant to the exercise of the Over-Allotment Option, registered in such name or names as the Underwriters shall notify the Corporation in writing not less than 24 hours prior to the Over-Allotment Option Closing Time and payment to Casimir Capital Ltd., on behalf of the Underwriters, by bank draft, certified cheque or wire transfer or such other means as the Corporation and the Underwriters may agree, of the Underwriting Fee provided in Section 2 and the expenses payable to the Underwriters pursuant to Section 10;

or the Underwriters may, in their discretion, deliver the amount payable in respect of the Option Shares referred to above net of the amounts referred to in Section 13(b)(ii) above.

(c) Except for any sales of Offered Shares made pursuant to Regulation D or Rule 144A under the U.S. Securities Act, in connection with which definitive, fully registered certificates representing such Offered Shares shall be delivered and registered in such name or names as the Underwriters shall notify the Corporation in writing not less than 24 hours prior to the Closing Time or Over-Allotment Option Closing Time, as applicable, if the Corporation determines to issue the Offered Shares as a book-entry only security in accordance with the rules and procedures of The Canadian Depository for Securities Limited ("**CDS**"), then, as an alternative to the Corporation delivering to the Underwriters definitive certificates representing the Offered Shares in the manner and at the times set forth in this Section 13:

(i) the Underwriters will provide a direction to CDS with respect to the crediting of the Offered Shares to the accounts of the participants of CDS as shall be designated by the Underwriters in writing in sufficient time prior to the Closing Date or the Over-Allotment Option Closing Date, if applicable, to permit such crediting; and

(ii) the Corporation shall cause Computershare Investor Services Inc. as registrar and transfer agent of the Offered Shares, to deliver to CDS, on behalf of the Underwriters, one fully registered global certificate for the Offered Shares to be purchased hereunder (or such portion of the Offered Shares that are to be issued as a book entry only security), registered in the name of "CDS & Co." as the nominee of CDS, to be held by CDS as a book-entry only security in accordance with the rules and procedures of CDS.

14. Restrictions on Future Transactions

(a) The Corporation agrees that, from the date hereof and ending on the date that is 90 days following the Closing Date that it will not offer, or announce the offering of, or make or announce any agreement to issue, sell, or exchange Common Shares, flow-through

Common Shares, special warrants or securities convertible or exchangeable into Common Shares without the prior consent of the Lead Underwriter, on behalf of the Underwriters, such consent not to be unreasonably withheld, provided that notwithstanding the foregoing, the Corporation may, without such consent, (i) grant options to directors, officers, consultants or employees of the Corporation and issue Common Shares on exercise thereof under the Corporation's board approved stock option plan; and (ii) issue such securities as are necessary- to satisfy existing instruments already issued by the Corporation on the date hereof.

(b) The Corporation agrees that, from the date hereof and ending on the first to occur of (i) the date on which the Underwriters receive payment of the maximum Underwriting Fee payable hereunder (which, for greater certainty, assumes the exercise in full of the Over-Allotment Option), and (ii) the Over-Allotment Option Expiry Date, it will not sell or enter into any agreement or arrangement to sell all or substantially all of the assets of the Corporation or enter into a merger or other business combination or reorganization or similar transaction with a third party providing for the sale of all or substantially all of the Common Shares, which transaction does not provide for the completion of the Offering (an "**Alternative Transaction**"), unless prior to or contemporaneously with the consummation of such Alternative Transaction the Corporation and any such successor entity agree to make all payments to the Underwriters forthwith as if the Offering was completed on a fully subscribed basis. For greater certainty, such payment shall be in the amount of $897,051.75, less any portion of the Underwriting Fee that has previously been paid to the Underwriters.

15. Notices

Any notice or other communication to be given hereunder shall, in the case of notice to be given to the Corporation be addressed to the Corporation, c/o Mr. Murray D. McCartney, President and Chief Executive Officer, at the above address, Fax No. (403) 232-1158, with a copy to:

Burnet, Duckworth & Palmer LLP
2400-525 8 Avenue SW
Calgary, Alberta T2P 1G1
Attention: Jeff Oke
Fax No.: (403) 260-0332

and, in the case of notice to be given to the Underwriters, be addressed to:

Casimir Capital Ltd.
2205, 520 – 3rd Avenue S.W.
Calgary, Alberta T2P 0R3
Attention: Matt Sobolewski
Fax No.: (403) 879-2780

Canaccord Genuity Corp.
Suite 2200, 450 – 1st Street SW
Calgary, Alberta T2P 5P8
Attention: Bruce McDonald
Fax No.: (403) 508-3806

Cormark Securities Inc.
Suite 1800, 300 – 5th Avenue SW
Calgary, Alberta T2P 3C4
Attention: Victor Rodberg
Fax No.: (403) 266-4222

and a copy to:

Fraser Milner Casgrain LLP
15th Floor, Bankers Court
850 – 2nd Street SW
Calgary, Alberta T2P 0R8
Attention: Tim B. Haney
Fax No.: (403) 268-7000

or to such other address as the party may designate by notice given to the other. Each communication shall be personally delivered to the addressee or sent by facsimile transmission to the addressee, and:

(a) a communication which is personally delivered shall, if delivered before 4:00 p.m. (local time at the place of delivery) on a Business Day, be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first Business Day following the day on which it is delivered; and

(b) a communication which is sent by facsimile transmission shall, if sent on a Business Day before 4:00 p.m. (local time at the place of receipt), be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is sent.

16. Conditions

All terms, covenants and conditions of this Agreement to be performed by the Corporation shall be construed as conditions, and any breach or failure to comply with any material terms and conditions which are for the benefit of the Underwriters shall entitle the Underwriters to terminate their obligations to purchase the Offered Shares, by written notice to that effect given to the Corporation prior to the Closing Time. The Underwriters may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, term or condition hereof, or extend the time for compliance therewith, without prejudice to any of their rights in respect of any other representation, warranty, term or condition hereof or any other breach of, default under or non-compliance with any other representation, warranty, term or condition hereof, provided that any such waiver or extension shall be binding on the Underwriters only if the same is in writing.

17. Survival of Representations and Warranties

All representations, warranties, terms and conditions herein (including those contained in Section 7) or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the payment by the Underwriters for the Offered Shares and the distribution of the Offered Shares pursuant to the Prospectus and the U.S. Placement Memorandum and shall continue in full force and effect for the benefit of the Underwriters regardless of any investigation by or on behalf of the Underwriters with respect thereto.

18. Several Liability of Underwriters

The Underwriters' rights and obligations under this Agreement are several and not joint and several including that:

(a) each of the Underwriters shall be obligated to purchase only the percentage of the total number of Firm Shares at the Closing Time and, if applicable, the Option Shares at the Over-Allotment Option Closing Time set forth opposite their names set forth in this Section 18; and

(b) if any one or more of the Underwriters shall not purchase its applicable percentage of the Firm Shares at the Closing Time and, if applicable, the Option Shares at the Over-Allotment Option Closing Time, then the other Underwriters shall have the right, but not the obligation, to purchase all of the percentage of the Firm Shares and, if applicable, the Option Shares, which would otherwise have been purchased by such Underwriter; the Underwriters exercising such right shall purchase such Offered Shares *pro rata* to their respective percentages aforesaid or in such other proportions as they may otherwise agree. In the event such right is not exercised, the Underwriters which are not in default shall be entitled by written notice to the Corporation to terminate this Agreement without liability.

The applicable percentage of the total number of Firm Shares and, if applicable, Option Shares which each of the Underwriters shall be separately obligated to purchase is as follows:

Casimir Capital Ltd.	70%
Canaccord Genuity Corp.	15%
Cormark Securities Inc.	15%

Nothing in this Agreement shall obligate the Corporation to sell less than all of the Offered Shares or shall relieve any Underwriter in default from liability to the Corporation or any non-defaulting Underwriter in respect of the defaulting Underwriter's default hereunder. In the event of a termination by the Corporation of its obligations under this Agreement there shall be no further liability on the part of the Corporation to the Underwriters except in respect of any liability which may have arisen or may thereafter arise under Sections 8, 9 or 10.

19. Authority to Bind Underwriters

The Corporation shall be entitled to and shall act on any notice, waiver, extension or communication given by or on behalf of the Underwriters by the Lead Underwriter, which shall represent the Underwriters, and which shall have the authority to bind the Underwriters in respect of all matters hereunder, except in respect of any settlement under Section 8 or 9, any matter referred to in Section 11 or any agreement under Section 18. While not affecting the foregoing, the Lead Underwriter shall consult with the other Underwriters with respect to any such notice, waiver, extension or other communication.

20. Underwriters' Covenants

Each of the Underwriters covenants and agrees with the Corporation that it will:

(a) offer the Offered Shares for sale to the public in the Qualifying Provinces and may, subject to the terms of this Agreement, offer and sell the Offered Shares in the United States on a basis exempt from or not subject to the registration requirements of the U.S.

Securities Act and the securities laws of any applicable state in the United States, in compliance with Schedule "A" hereto;

(b) conduct activities in connection with the proposed offer and sale of the Offered Shares in compliance with all the Applicable Securities Laws and cause a similar covenant to be contained in any agreement entered into with any Selling Dealer Group established in connection with the distribution of the Offered Shares;

(c) use its commercially reasonable efforts to complete the distribution of Offered Shares as soon as possible;

(d) not solicit subscriptions for the Offered Shares, trade in Offered Shares or otherwise do any act in furtherance of a trade of Offered Shares in any jurisdictions outside of the Qualifying Provinces, except in the United States as contemplated in Schedule "A" attached hereto or in such other jurisdictions outside of Canada and the United States as are agreed by the Corporation, provided that such solicitations, acts and trades are made in accordance with the applicable securities laws of such jurisdictions and the Underwriters do not engage in any Directed Selling Efforts (as defined in Schedule "A") and otherwise comply with the requirements of Schedule "A" in respect of offers and sales of the Offered Shares; and

(e) as soon as reasonably practicable after the Closing Date and the Over-Allotment Option Closing Date, if applicable (and in any event within 30 days thereof) provide the Corporation with a break down of the number of Offered Shares sold in each of the Qualifying Provinces and, upon completion of the distribution of the Offered Shares, provide to the Corporation and to the Securities Commissions notice to that effect, if required by Canadian Securities Laws.

No Underwriter will be liable to the Corporation under this Section 20 with respect to a default by any of the other Underwriters but will be liable to the Corporation only for its own default.

21. Severance

If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

22. Relationship Between the Corporation and the Underwriters

The Corporation: (i) acknowledges and agrees that the Underwriters have certain statutory obligations as registrants under the Canadian Securities Laws and have fiduciary relationships with their clients; (ii) acknowledge and agree that the Underwriters are neither the agents of the Corporation nor otherwise fiduciaries of the Corporation; and (iii) consents to the Underwriters acting hereunder while continuing to act for their clients. To the extent that the Underwriters' statutory obligations as registrants under the Canadian Securities Laws or fiduciary relationships with their clients conflicts with their obligations hereunder the Underwriters shall be entitled to fulfil their statutory obligations as registrants under the Canadian Securities Laws and their duties to their clients. Nothing in this Agreement shall be interpreted to prevent the Underwriters from fulfilling their statutory obligations as registrants under the Canadian Securities Laws or to act as a fiduciary of their clients.

23. Stabilization

In connection with the distribution of the Offered Shares, the Underwriters may effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail on the open market, but in each case only as permitted by applicable law. Such stabilizing transactions, if any, may be discontinued at any time.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each of the Corporation and the Underwriters hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta.

25. Time of the Essence

Time shall be of the essence of this Agreement.

26. Use of the Word "Include"

Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following the words "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

27. Counterpart Execution

This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. Delivery of counterparts may be effected by facsimile transmission.

28. Further Assurances

Each party to this Agreement covenants and agrees that from time to time, it will, at the request of the requesting party, execute and deliver all such documents and do all such other acts and things as any party hereto, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

29. U.S. Offers

(a) The Underwriters (on their own behalf and on behalf of their U.S. broker-dealer affiliates) make the representations, warranties, covenants and agreements applicable to them in Schedule "A" hereto and agree, on behalf of themselves and their United States registered broker-dealer affiliates, to comply with the U.S. selling restrictions imposed by the laws of the United States and those set forth in Schedule "A" hereto. Notwithstanding the foregoing provisions of this section, an Underwriter will not be liable to the Corporation under this section or Schedule "A" with respect to a violation by another Underwriter of the provisions of this section or Schedule "A" if the former Underwriter is not itself also in violation.

(b) The Corporation makes the representations, warranties and covenants applicable to it in Schedule "A" hereto.

30. Use of Proceeds

The Corporation hereby covenants and agrees to use the proceeds from the issuance and sale of the Offered Shares in accordance with the disclosure in the Prospectuses.

31. Entire Agreement

It is understood that the terms and conditions of this Agreement supersede any previous verbal or written agreement between the Underwriters and the Corporation.

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and by returning the same to Casimir Capital Ltd.

CASIMIR CAPITAL LTD.

By: Signed "*Matt Sobolewski*"

CANACCORD GENUITY CORP.

By: Signed "*Bruce McDonald*"

CORMARK SECURITIES INC.

By: Signed "*Victor Rodberg*"

ACCEPTED AND AGREED to as of the date of this Agreement.

CROWN POINT VENTURES LTD.

By: Signed "*Arthur J.G. Madden*"

SCHEDULE "A"

TERMS AND CONDITIONS FOR UNITED STATES OFFERS AND SALES

1. For the purposes of this Schedule "A", the following terms will have the meanings indicated:

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

1.2 "**FINRA**" means the Financial Industry Regulatory Authority, Inc. (f/k/a National Association of Securities Dealers or NASD);

1.3 "**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902 of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

1.4 "**Final U.S. Placement Memorandum**" means the final U.S. placement memorandum containing the Prospectus prepared for use in connection with the offer and sale of Offered Shares in the United States, in the form agreed to by the Corporation and the Underwriters;

1.5 "**General Solicitation**” and “**General Advertising**" means “general solicitation” and “general advertising,” respectively, as used in Rule 502(c) under the U.S. Securities Act, including, but not limited to, advertisements, articles, notices or other communications published on the Internet or in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

1.6 "**Institutional Accredited Investor**" means an "accredited investor" that satisfies the requirements of Rule 501(a)(1), (2), (3) or (7) of Regulation D;

1.7 "**Offering Documents**" means (i) the Preliminary U.S. Placement Memorandum; and (ii) the U.S. Placement Memorandum;

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

1.9 "**Preliminary U.S. Placement Memorandum**" means the preliminary U.S. placement memorandum containing the Preliminary Prospectus prepared for use in connection with the offer and sale of Offered Shares in the United States, in the form agreed to by the Corporation and the Underwriters;

1.10 "**Qualified Institutional Buyer**" means a "qualified institutional buyer" as defined in Rule 144A;

1.11 "**Regulation D**" means Regulation D promulgated under the U.S. Securities Act;

1.12 “**Regulation M**” means Regulation M promulgated under the U.S. Exchange Act;

1.13 "**Regulation S**" means Regulation S promulgated under the U.S. Securities Act;

1.14 "**Rule 144A**" means Rule 144A promulgated under the U.S. Securities Act;

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

1.16 "**Selling Dealer Group**" means the dealers and brokers other than the Underwriters and the U.S. Placement Agents who participate in the offer and sale of the Offered Shares pursuant to this Agreement;

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

1.18 “**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

1.19 "**U.S. Placement Agents**" means the U.S. registered broker-dealer affiliates of the Underwriters that make offers and/or sales of the Offered Shares in the United States;

1.20 "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended; and

1.21 “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

Capitalized terms used in this Schedule "A" but not defined herein have the meanings ascribed to them in the Underwriting Agreement to which this Schedule "A" is attached.

2. The Underwriters may offer and sell the Offered Shares within the United States on the terms and subject to the conditions of this Schedule "A". In connection therewith, the Corporation represents, warrants and covenants that:

2.1 the Corporation is, and at the Closing Time or any Over-Allotment Option Closing Time will be, a Foreign Issuer and reasonably believes there is no Substantial U.S. Market Interest in the Offered Shares;

2.2 none of the Corporation, its affiliates or any person acting on their behalf (other than the Underwriters, U.S. Placement Agents, or any members of the Selling Dealer Group or any person acting on its or their behalf, as to whom the Corporation makes no representation, warranty or covenant) has engaged or will engage in any Directed Selling Efforts with respect to the Offered Shares;

2.3 the Corporation is not, and following the application of the proceeds of the sale of the Offered Shares in the manner described in the Offering Documents, will not be registered or required to be registered as an "investment company" under Section 8 of the United States Investment Company Act of 1940, as amended;

2.4 none of the Corporation, its affiliates or any person acting on their behalf (other than the Underwriters, U.S. Placement Agents or any members of the Selling Dealer Group or any person acting on their behalf, as to whom the Corporation makes no representation, warranty or covenant) has engaged or will engage in any form of General Solicitation or General Advertising or in any conduct involving a public offering within the meaning of Section 4(2) of the U.S. Securities Act in connection with any offer or sale of the Offered Shares in the United States;

2.5 so long as any of the Offered Shares are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and cannot be sold pursuant to Rule 144(b)(1) under the U.S. Securities Act, the Corporation will, if it is neither subject to and in compliance with the reporting requirements of Section 13 or Subsection 15(d) of the U.S. Exchange Act nor exempt from such requirements pursuant to Rule 12g3-2(b) thereunder, provide to any holder of those restricted securities, or to any prospective purchaser of those restricted securities designated by a holder, upon the request of that holder or prospective purchaser, at or prior to the time of sale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as that requirement is necessary in order to permit holders of the restricted securities to effect resales under Rule 144A);

2.6 the Corporation has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning six months prior to the start of the offering of Offered Shares and ending at the Closing Time or Over-Allotment Option Closing Time, if applicable, any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Rule 506 of Regulation D to be unavailable with respect to offers and sales of the Offered Shares pursuant to this Schedule "A";

2.7 none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Underwriters, U.S. Placement Agents, or any members of the Selling Dealer Group or any person acting on their behalf, as to whom the Corporation makes no representation, warranty or covenant), have taken, or will take, any action that would cause the exclusion from registration provided by Rule 903 of Regulation S, or the exemptions from registration provided by Rule 506 of Regulation D or Rule 144A to be unavailable for the offer and sale of the Offered Shares pursuant to this Agreement;

2.8 the Offered Shares are not, and as of the Closing Time and any Over-Allotment Option Closing Time the Offered Shares will not be, and no securities of the same class as the Offered Shares, and no American Depositary Shares representing any securities of the same class as the Offered Shares, are or will be, listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act, quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange

Act, or convertible or exchangeable at an effective conversion premium or effective exercise premium (calculated as specified in Sections (a)(6) and (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted;

2.9 the Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state blue sky laws;

2.10 The Corporation will make available to purchasers of Offered Shares in the Offering who are subject to United States federal income taxation (a "**U.S. Holder**"), upon their written request, for each year in which the Corporation has determined that it is a "passive foreign investment company" within the meaning of the U.S. Internal Revenue Code, provide to a U.S. Holder all information and documentation that a U.S. Holder making a "qualified electing fund" election under Section 1295 of the U.S. Internal Revenue Code with respect to the Corporation is required to obtain for U.S. federal income tax purposes.

2.11 in connection with offers and sales of Offered Shares, the Corporation, its affiliates and any person acting on its or their behalf (other than the Underwriters, U.S. Placement Agents or any members of the Selling Dealer Group, or any person acting on their behalf, as to whom the Corporation makes no representation, warranty or covenant) have complied and will comply with the requirements for an "offshore transaction", as such term is defined in Regulation S, for all offers and sales made outside the United States; and

2.12 none of the Corporation or any of its predecessors or affiliates have been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminary or permanently enjoining such person for failure to comply with Rule 503 under Regulation D.

3. Each Underwriter (on its own behalf and on behalf of the U.S. Placement Agents) acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Underwriter (on its own behalf and on behalf of the U.S. Placement Agents) separately and not jointly represents, warrants and covenants, and will cause its U.S. Placement Agent to comply with such representations, warranties and covenants, that:

3.1 it has not offered or sold, and will not offer or sell, any Offered Shares, constituting part of its allotment except (i) within the United States except as provided in this Schedule "A", or (ii) outside the United States in an "offshore transaction" in accordance with Rule 903 of Regulation S. Accordingly, none of it, its affiliates or any person acting on its or their behalf has engaged or will engage in (except as permitted in paragraphs 3.2 through 3.13 below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Shares to any person in the United States, (ii) any sale of Offered Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts;

3.2 none of it, its affiliates or any person acting on its or their behalf, including the U.S. Placement Agent, has engaged or will engage in any form of General Solicitation or General Advertising or in any conduct involving a public offering within the meaning of

Section 4(2) of the U.S. Securities Act in connection with its offers or sales of the Offered Shares in the United States;

3.3 all offers and sales of the Offered Shares in the United States will be effected through its U.S. Placement Agent, which shall be duly registered with the SEC under Section 15(b) of the U.S. Exchange Act, registered in any applicable states pursuant to such states' broker-dealer laws (unless exempted from the applicable state's broker-dealer registration requirements) and be a member in good standing with FINRA, in each case, on the date hereof and at the date of any offer or sale of Offered Shares in the United States, and shall be made in compliance with all applicable United States federal and state broker-dealer requirements relating to the registration and conduct of broker-dealers;

3.4 its U.S. Placement Agent that purchases Offered Shares is a Qualified Institutional Buyer on the date hereof and at the Closing Date or any Over-Allotment Option Closing Date;

3.5 it has not used and will not use any written material other than the U.S. Placement Memorandum and the documents attached thereto relating to the offering of Offered Shares in the United States;

3.6 each offeree in the United States has been or will be provided by the Underwriter through its U.S. Placement Agent with a copy of one or both of the Preliminary U.S. Placement Memorandum and/or the Final U.S. Placement Memorandum, and each purchaser in the United States or who was offered Offered Shares in the United States will have received a copy of the Final U.S. Placement Memorandum at or prior to the time of purchase of any Offered Shares;

3.7 all purchasers of the Offered Shares in the United States or who were offered Offered Shares in the United States purchasing pursuant to Rule 144A shall purchase such shares from an Underwriter or U.S. Placement Agent acting as principal and all purchasers of Offered Shares in the United States or who were offered Offered Shares in the United States pursuant to Rule 506 of Regulation D shall purchase such Offered Shares as Substitute Purchasers directly from the Corporation;

3.8 in connection with the offers and sales in the United States, the Underwriters agree for themselves and for their respective affiliates, including the U.S. Placement Agent, not to, directly or indirectly, engage in any hedging transaction for the Offered Shares in violation of the U.S. Securities Act;

3.9 any offer, sale or solicitation of an offer to buy Offered Shares that has been made or will be made in the United States was or will be made only to a person it reasonably believes to be a Qualified Institutional Buyer or an Institutional Accredited Investor, as applicable, who is acquiring the Offered Shares (i) for its own account or (ii) for the account of a Qualified Institutional Buyer or an Institutional Accredited Investor, as the case may be, with respect to which it exercises sole investment discretion in a transaction that is exempt from registration under the U.S. Securities Act pursuant to Rule 144A or Rule 506 of Regulation D, as applicable, and in compliance with, or pursuant to an exemption from, the registration or qualification requirements of all applicable state securities laws;

3.10 all purchasers of the Offered Shares who are buying such securities pursuant to Rule 144A shall be informed that the Offered Shares are being offered and sold to such purchasers in reliance on the exemption from the registration requirements of the U.S.

Securities Act provided by Rule 144A and similar exemptions from the registration requirements of applicable state securities laws;

3.11 immediately prior to soliciting offerees in the United States and at the time of completion of each sale to a person in the United States or who was offered Offered Shares in the United States, the Underwriter and U.S. Placement Agent had reasonable grounds to believe and did believe, based upon a pre-existing business relationship, that each such offeree and purchaser of Offered Shares was a Qualified Institutional Buyer or an Institutional Accredited Investor, as the case may be;

3.12 prior to completion of any sale of Offered Shares to any person in the United States or any person that was offered Offered Shares in the United States (a "U.S. Purchaser"), it will cause each such U.S. Purchaser that is purchasing as an Institutional Accredited Investor to sign and deliver a U.S. Purchaser's Letter in the form attached as Appendix II to the Final U.S. Placement Memorandum;

3.13 each U.S. Purchaser that does not sign and deliver a U.S. Purchaser's Letter in the form attached as Appendix II to the Final U.S. Placement Memorandum shall be purchasing as a Qualified Institutional Buyer and shall be deemed to have made, at the time of purchase, the representations, warranties and agreements set forth in the Final U.S. Placement Memorandum; and

3.14 none of it, any of its affiliates or any person acting on any of its or their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares.

4. Each Underwriter agrees that:

4.1 it will request its U.S. Placement Agent to provide the Corporation or Computershare Investor Services Inc., at least one business day prior to the Closing Date and any applicable Over-Allotment Option Closing Date, with a list of all U.S. Purchasers of the Offered Shares;

4.2 at Closing Time and any applicable Over-Allotment Option Closing Time, it, together with its U.S. Placement Agent offering or selling Offered Shares in the United States, will provide (i) a Purchaser Letter from each purchaser of Offered Shares in the United States that it is an Institutional Accredited Investor and (ii) a certificate, substantially in the form of Exhibit A to this Schedule "A" relating to the manner of the offer and sale of the Offered Shares in the United States or will be deemed to have represented that neither it nor its U.S. Placement Agent offered or sold Offered Shares in the United States;

4.3 if the Underwriters authorize any member of the Selling Dealer Group (if any) to offer and sell Offered Shares in the United States through a U.S. Placement Agent, the Underwriters will cause each member of the Selling Dealer Group to acknowledge in writing, for the benefit of the Corporation, its agreement to be bound by the provisions of this Schedule "A" in connection with all offers and sales of the Offered Shares in the United States. The Underwriters have not and will not make any other contractual arrangement for the distribution of the Offered Shares in the United States without the prior written consent of the Corporation; and

4.4 all Offered Shares sold in the United States as part of this offering will bear a legend to the effect contained in the Offering Documents.

5. It is understood and agreed by the Underwriters that the Offered Shares may be (i) offered and resold by the Underwriters, the U.S. Placement Agents and members of the Selling Dealer Group in the United States pursuant only to the provisions of Rule 144A to persons who are, or are reasonably believed by them to be, Qualified Institutional Buyers in transactions meeting the requirements of Rule 144A and (ii) offered in the United States by the Underwriters, through their U.S. Placement Agents, and members of the Selling Dealer Group and sold directly by the Corporation to Substituted Purchasers pursuant to the provisions of Rule 506 of Regulation D, to persons who are, or are reasonably believed by such Underwriters and members of the Selling Dealer Group to be, Institutional Accredited Investors in transactions meeting the requirements of Rule 506 of Regulation D; and in each case in compliance with, and pursuant to an exemption from, any applicable state securities laws of the United States.

EXHIBIT A
UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of the Offered Shares of Crown Point Ventures Ltd. (the "**Corporation**") pursuant to the underwriting agreement dated effective November 28, 2011 among the Corporation and the Underwriters named therein (the "**Underwriting Agreement**"), each of the undersigned does hereby certify in favour of the Corporation as follows:

I. the undersigned U.S. Placement Agent is on the date hereof, and was or will be on the date of each offer and sale of Offered Shares in the United States, duly registered as a broker or dealer with the SEC under Section 15(b) of the U.S. Exchange Act and in each applicable state pursuant to such state's broker-dealer laws (unless exempted from the respective state's broker-dealer registration requirements), and a member of and in good standing with FINRA, and all offers and sales of Offered Shares in the United States will be effected by the U.S. Placement Agent in accordance with all U.S. federal and state broker-dealer requirements and in compliance with, and pursuant to an exemption from, the registration or qualification requirements of all applicable state securities laws;

II. the Offered Shares have been offered in the United States only by the U.S. Placement Agent and were sold either (a) by the Corporation to Substituted Purchasers who were Institutional Accredited Investors, or (b) by the U.S. Placement Agent (or by the undersigned Underwriter through the U.S. Placement Agent) to Qualified Institutional Buyers;

III. each offeree in the United States was provided with a copy of one or both of the Preliminary U.S. Placement Memorandum and/or the Final U.S. Placement Memorandum, and we provided each purchaser of Offered Shares in the United States or who was offered Offered Shares in the United States, prior to the sale of Offered Shares to such purchaser, with a copy of the Final U.S. Placement Memorandum, and no other written material has been or will be used;

IV. immediately prior to our transmitting any such materials to an offeree of Offered Shares in the United States pursuant to Rule 144A, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each person purchasing Offered Shares from us who is in the United States or who was offered Offered Shares in the United States is a Qualified Institutional Buyer;

V. immediately prior to our transmitting any such materials to any other offeree of Offered Shares in the United States, we had reasonable grounds to believe and did believe that each such offeree was an Institutional Accredited Investor and, on the date hereof, we continue to believe that each person purchasing Offered Shares from the Corporation who is in the United States or who was offered Offered Shares in the United States is an Institutional Accredited Investor;

VI. no form of General Solicitation or General Advertising was used by us with respect to offers and sales of the Offered Shares in the United States, nor have we solicited offers for or offered to sell the Offered Shares by any means involving a public offering within the meaning of Section 4(2) of the U.S. Securities Act;

VII. we have not made and will not make any Directed Selling Efforts in the United States with respect to the Offered Shares;

VIII. prior to any sale of Offered Shares by the Corporation to any person in the United States or who was offered Offered Shares in the United States, we caused each purchaser thereof to execute a

U.S. Purchaser's Letter in the form of Appendix II attached to the Final U.S. Placement Memorandum;

IX. we have reasonable grounds to believe and do believe that each purchaser of Offered Shares in the United States or that was offered Offered Shares in the United States that has not executed and delivered a U.S. Purchaser's Letter in the form of Appendix II attached to the Final U.S. Placement Memorandum prior to the sale of Offered Shares is a Qualified Institutional Buyer purchasing the Offered Shares from us, and such person is deemed to have made, at the time of purchase, the representations, warranties and agreements set forth in the Final U.S. Placement Memorandum;

X. neither we nor any member of the Selling Dealer Group nor any of our or their affiliates, have taken or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act; and

XI. the offer and sale of the Offered Shares has been conducted by us in accordance with the terms of the Underwriting Agreement including Schedule "A" attached thereto.

Unless otherwise defined, capitalized terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule "A" attached thereto.

Dated December •, 2011.

[UNDERWRITER]	**[U.S. BROKER-DEALER AFFILIATE]**
By: ______________________________	By: ______________________________
Name:	Name:
Title:	Title: