

AMENDING AGREEMENT

THIS AGREEMENT made effective the 12th day of February, 2016

BETWEEN:

MAINSTREET EQUITY CORP., a body corporation, incorporated under the laws of the Province of Alberta (the “**Corporation**”)

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company, incorporated under the laws of Canada (the “**Rights Agent**”)

WHEREAS the Corporation and the Rights Agent are parties to the Rights Agreement;

AND WHEREAS it is desirable and expedient to amend the Rights Agreement as herein provided;

NOW THEREFORE this Agreement witnesses that in consideration of the covenants, agreements, warranties and payments hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

All capitalized terms used in this Agreement shall have the same meaning as ascribed to them in the Rights Agreement unless otherwise defined herein and addition:

- (a) “**Rights Agreement**” means the Rights Agreement made as of the 21st day of February, 2013 between the Corporation and the Rights Agent.

ARTICLE 2 AMENDMENT TO RIGHTS AGREEMENT

- 2.1 The definition of “Permitted Bid” as set forth subsection 1.1(bb)(ii) of the Rights Agreement is hereby amended by deleting reference to “60 days” and substituting in place and stead thereof reference to “120 days”.
- 2.2 Section 1.1(t) of the Rights Agreement is hereby amended by deleting reference to “2016” and substituting in place and stead thereof reference to “2019”.
- 2.3 Section 2.1 of the Rights Agreement and Exhibit A – Form of Rights Certificate attached to the Rights Agreement are hereby amended by adding the words, “, as amended from time to time”, immediately after reference to “February 21, 2013”.

- 2.4 The Rights Agreement is amended by adding the following as Section 5.20 of the Agreement:

“Limited Liability

Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Rights Agent shall not be liable under any circumstance whatsoever for any: (a) breach by any other party of securities law or other rule of any securities regulatory authority; (b) loss of profits of the Corporation; or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages of the Corporation.”

**ARTICLE 3
GENERAL**

- 3.1 Both parties hereto covenant and agree that each will, respectively at all times hereafter upon any reasonable request of the other, or their respective successors and assigns, and without further consideration, do and perform or cause to be done or perform all such other acts and things and execute or cause to be executed all such further deeds, documents, writings or other instruments and give all such further assurances as may be required by the other party to effectively carry out the intent and meaning hereof.
- 3.2 Except as expressly amended by this Agreement, all of the other terms and provisions of the Rights Agreement shall be and continue to be in full force and effect.
- 3.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 3.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 3.5 This Agreement may be executed by in several counterparts and evidenced by a facsimile, portable document format or other form of electronic copy thereof, and each of which so executed shall be deemed to be an original and such counterparts or an electronic copy thereof together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MAINSTREET EQUITY CORP.

Per: (signed) “Johnny C. S. Lam”
Name: **Johnny C. S. Lam**
Title: **Chief Operating Officer**

**COMPUTERSHARE TRUST
COMPANY OF CANADA**

Per: (signed) “Christopher Parsons”
Name: **Christopher Parsons**
Title: **Account Manager**

Per: (signed) “Pauline Osayande”
Name: **Pauline Osayande**
Title: **Account Manager**