AGENCY AGREEMENT

THIS AGREEMENT is made as of the 25th day of March, 2003.

AMONG:

ORE-LEAVE CAPITAL INC., a corporation incorporated under the laws of Canada, with an office in the City of Toronto, in the Province of Ontario (the "Corporation")

- and -

JENNINGS CAPITAL INC., a corporation incorporated under the laws of the Province of Alberta, with an office in the City of Toronto, in the Province of Ontario (the "Agent")

WHEREAS:

A. The Corporation wishes to raise funds for the purposes described in the Prospectus in the minimum amount of $250,000 or the maximum amount of $400,000 by the sale of a minimum of 1,666,667 Common Shares or a maximum of 2,666,667 Common Shares to the Purchasers; and

B. The Corporation has agreed to file a Prospectus in accordance with the Securities Legislation in the Provinces of Alberta and Ontario in order to qualify for distribution a minimum of 1,666,667 Common Shares and a maximum of 2,666,667 Common Shares, an Agent's Option to acquire 10% of the number of Common Shares issued pursuant to the Offering, and Directors' and Management Options to acquire 453,000 Common Shares if the minimum offering is subscribed and 553,400 Common Shares if the maximum offering is subscribed; and

C. The Corporation has agreed to retain the Agent as its exclusive agent to solicit subscriptions for the Common Shares offered pursuant to the Prospectus on a reasonable best efforts basis and the Agent has agreed to act as trustee of all Subscription Funds on behalf of the Corporation subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any amendment hereto, the following words and phrases shall have the following meanings:

(a) "**Agent's Commission**" has the meaning ascribed thereto in Section 3.1;

(b) **"Agent's Option"** means the single, exclusive, irrevocable and non-transferable right to purchase up to 10% of the number of Common Shares sold pursuant to the Offering, at a price of $0.15 per Common Share, to be granted by the Corporation to the Agent in accordance with Section 3.4;

(c) "**Agreement**" means this agreement and the schedules attached hereto;

(d) "**Agreement in Principle"** has the meaning given in the Policy.

(e) "**Closing**" means the completion of the transactions herein contemplated on the Closing Date as herein provided;

(f) "**Closing Date**" means a date that is 90 days from the date of issuance of a receipt for the Prospectus by the Commissions or such earlier date as may be determined by the Corporation and the Agent or such other time as may be authorized by the Executive Directors and may be agreed to by the Corporation and the Agent;

(g) "**Commissions**" means the Alberta Securities Commission and the Ontario Securities Commission;

(h) "**Common Shares**" means common shares in the capital of the Corporation;

(i) "**Directors' and Management Options"** means the options to purchase an aggregate of 453,000 Common Shares if the minimum offering is subscribed and 553,400 Common Shares if the maximum offering is subscribed, at a price of $0.15 per Common Share for five (5) years from the date the options are granted, to be granted by the Corporation to the directors, officers or consultants of the Corporation in accordance with the Prospectus;

(j) "**Exchange**" means the TSX Venture Exchange Inc.;

(k) "**Executive Director**" means the Executive Directors of the Alberta Securities Commission or the Ontario Securities Commission;

(l) "**Offering**" means the offer by the Corporation to sell a minimum of 1,666,667 Common Shares or a maximum of 2,666,667 Common Shares at a price of $0.15 per Common Share as contemplated by the Prospectus and this Agreement;

(m) "**Option Agreement**" has the meaning ascribed thereto in Section 3.3;

(n) "**Option Price**" means the price per Common Share set forth in subsection 1.1(b) above;

(o) "**Policy**" means Policy 2.4 of the Exchange entitled "Capital Pool Companies" and shall include all orders, policies, rules, regulations, by-laws and procedures of the Commissions and the Exchange pertaining to capital pool companies as may be authorized by the Executive Directors;

(p) "**Preliminary Prospectus**" means the preliminary prospectus of the Corporation dated February 7, 2003, duly approved, signed, certified and filed with the Commissions and the Exchange and any amendments thereto approved, signed and certified in accordance with the Securities Legislation, relating to the Offering and qualification for distribution of a minimum of 1,666,667 Common Shares or a maximum of 2,666,667 Common Shares, the Agent's Option and the Directors' and Management Options in the Qualifying Jurisdictions by the Corporation;

(q) "**Prospectus**" means the final prospectus of the Corporation and any amendment thereof, duly approved, signed, certified and filed in accordance with the Securities Legislation and relating to the Offering and qualification for distribution of a minimum of 1,666,667 Common Shares or a maximum of 2,666,667 Common Shares, the Agent's Option and the Directors' and Management Options in the Qualifying Jurisdictions by the Corporation;

(r) "**Purchasers**" means those subscribers whose offers to purchase Common Shares are accepted by the Agent and the Corporation;

(s) "**Qualifying Jurisdictions**" means the Provinces of Alberta and Ontario;

(t) **"Qualifying Transaction"** has the meaning given in the Policy;

(u) "**Securities Legislation**" means the applicable securities legislation, policies, notices and orders of the Qualifying Jurisdictions including the national policy statements applied therein, and the policies and by-laws of the Exchange;

(v) "**Subscription Funds**" means the funds received in respect of subscriptions for Common Shares pursuant to and in accordance with the terms of the Prospectus and this Agreement;

(w) "**Time of Closing**" means 8:30 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agent may agree; and

(x) "**Minimum Subscription**" means subscriptions received and accepted for a minimum of 1,666,667 Common Shares having an aggregate acquisition cost of a minimum of $250,000 from not less than 200 Board Lot Purchasers as defined in the Exchange Policy 1.1 before the Closing Date.

1.2 For the purposes of this Agreement, all references to "dollars" or "$" shall mean Canadian funds, unless otherwise specified.

1.3 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.

1.4 Words importing the singular number only shall include the plural and vice versa and words of gender shall entail all genders, including the neuter gender and words importing persons shall include companies, corporations, partnerships, syndicates, trusts and any number or aggregate of persons.

ARTICLE 2
APPOINTMENT OF AGENT

2.1 Subject to the terms hereof, the Agent is hereby appointed by the Corporation as, and the Agent hereby agrees to act as, the sole and exclusive agent of the Corporation to solicit subscriptions from Purchasers to purchase Common Shares pursuant to the Offering provided, however, that the Agent may retain as sub-agents other registered securities dealers in the Qualifying Jurisdictions and may receive subscriptions from such securities dealers. The Agent shall act as agent only and shall be under no obligation to purchase any of the Common Shares pursuant to the Offering. The Agent shall be under no liability for any failure to sell any or all of the Common Shares offered hereunder or to engage sub-agents.

2.2 The Agent shall secure from each proposed Purchaser hereunder such certificates, documents and forms as may be required by the Securities Legislation and such questionnaires, undertakings and other material as may, in the opinion of the Agent or its counsel, be required by the Exchange.

2.3 The Agent shall receive, tabulate, hold and account for all Subscription Funds received by it.

2.4 The Agent may accept Subscription Funds in the form of cash, certified cheque or bank draft or in other form acceptable to the Agent.

2.5 The Agent shall hold Subscription Funds, in an interest bearing account within the Agent’s financial system, with a Canadian chartered bank until the Time of Closing at which time such funds shall be released in accordance with the provisions of Article 5 hereof.

ARTICLE 3
AGENT'S FEES

3.1 In consideration of the Agent agreeing to act as agent for the Offering, the Corporation agrees to pay to the Agent at the Time of Closing, upon due completion of the sale of the Common Shares offered pursuant to the Offering, a commission equal to ten percent (10%) of the Subscription Funds (the "Agent's Commission"), provided that no commission shall be payable unless the Corporation receives the Minimum Subscription. The Agent's Commission shall be paid by the Corporation to the Agent by certified cheque or in such other manner as is satisfactory to the Agent.

3.2 If the Agent retains sub-agents or receives subscriptions from sub-agents, the Agent, in its sole discretion, shall pay them a fee as may be agreed among the Agent and such sub-agents, but in no event shall the Corporation be required to pay a fee in excess of the Agent's Commission.

3.3 Notwithstanding the fact that the Agent is not obligated to purchase any Common Shares under the Prospectus, and on the express condition precedent that Closing occurs, the

Corporation hereby agrees to grant to the Agent, at the Closing, the Agent’s Option, and to execute and deliver an agreement setting forth the terms and conditions of the Agent’s Option, which shall be substantially in the form of the option agreement appended hereto as Schedule "A" (the "Option Agreement"). The Corporation and the Agent intend that the Agent’s Option be qualified under and be distributed pursuant to the Prospectus.

ARTICLE 4
SUBSCRIPTIONS

4.1 Residents of the Qualifying Jurisdictions may subscribe for Common Shares by delivering to the Agent on or prior to the Closing Date:

(a) payment of the aggregate subscription price in respect of the Common Shares subscribed for;

(b) the appropriate offer to purchase Common Shares together with such certificates, documents and forms as, in the opinion of the Agent or the Agent’s counsel, may be required; and

(c) appropriate delivery and registration instructions in respect of the Common Shares subscribed for.

4.2 Subscription Funds received by the Agent shall be held by the Agent in trust for the Purchasers pursuant to the terms of this Agreement, and shall be dealt with by the Agent as provided in Article 5 hereof.

ARTICLE 5
RELEASE OF SUBSCRIPTION FUNDS

5.1 The Agent shall not deliver any Subscription Funds received by it to the Corporation until it shall have received the Minimum Subscription.

5.2 If the Minimum Subscription is not received by the Agent at or prior to the Time of Closing, the Agent shall, promptly thereafter, remit by ordinary mail and in any case not later than thirty (30) days from the Time of Closing, to each Purchaser whose Subscription Funds are held by the Agent, his Subscription Funds, without interest or deduction.

5.3 If the subscription of any Purchaser delivered to the Agent is for any reason rejected (in whole or in part) by the Corporation, the Subscription Funds in respect of such rejected subscription shall be forthwith returned to such Purchaser without interest or deduction.

5.4 All interest which shall have accrued with respect to the Subscription Funds held pursuant to Section 4.2 hereof shall be paid to the Corporation.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

6.1 The Corporation represents and warrants to the Agent, and hereby acknowledges that the Agent is relying on such representations and warranties in entering into this Agreement, as follows:

(a) the Corporation has been duly incorporated and organized and is valid and subsisting and in good standing under the laws of its jurisdiction of incorporation and has all the requisite corporate power and capacity to carry on its business as now conducted and as presently proposed to be conducted;

(b) 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 in accordance with the terms of this Agreement;

(c) the Corporation is conducting its business in compliance with all applicable laws, rules and regulations in the jurisdictions in which its business is carried on;

(d) the Corporation has no business operations of any kind other than as permitted by the Policy;

(e) the authorized capital of the Corporation consists of the share capital as disclosed in the Preliminary Prospectus and the Prospectus, and all of the issued and outstanding securities have been duly issued in compliance with all applicable securities laws and are fully paid and non-assessable; and to the best of the knowledge of the Corporation, none of the issued and outstanding securities of the Corporation are owned directly or indirectly by any director, officer, employee or contractor of the Agent or any Affiliates (as defined by the Policies of the Exchange) of any of the foregoing except as disclosed in the Preliminary Prospectus and the Prospectus; and no person, firm or corporation has any agreement or option, or right or privilege, whether preemptive or contractual, capable of becoming an agreement, including convertible securities, for the purchase, subscription or issuance of any unissued Common Shares or other securities of the Corporation except as disclosed in the Preliminary Prospectus and the Prospectus;

(f) to the knowledge of the management of the Corporation, there is no action, proceeding or investigation pending or threatened against the Corporation before or by any federal, provincial, state, municipal, county or other governmental department, commission, board or agency, domestic or foreign, which may result in any material adverse change in the business or in the condition, financial or otherwise, of the Corporation, or which questions the validity of any action taken or to be taken by the Corporation pursuant to or in connection with this Agreement or as contemplated by the Preliminary Prospectus or the Prospectus;

(g) there is not, in the constating documents or by-laws of the Corporation or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Corporation is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation to the holders of its Common Shares;

(h) the audited financial statements of the Corporation included in the Prospectus, including the notes thereto, present fairly, in all material respects, the financial position of the Corporation at the date indicated, reflect all liabilities (absolute, accrued, contingent or otherwise) and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and there has not been any material adverse change in such position since such date;

(i) there has been no material adverse change in the assets, financial position or business of the Corporation and the Corporation has not entered into a transaction of a nature material to the Corporation since the date of the audited financial statements of the Corporation included in the Prospectus;

(j) no event of material default under the by-laws, constating documents or resolutions of the Corporation or under any agreement or instrument pursuant to which indebtedness of the Corporation has been issued has occurred and no event which, with the giving of notice or the passage of time or both, would constitute an event of material default under the by-laws, constating documents or resolutions of the Corporation or under any such agreement or instrument has occurred and is continuing;

(k) no event has occurred which would require the Prospectus to be amended which has not been so set forth;

(l) except as disclosed herein or in the Preliminary Prospectus or the Prospectus, there is no person, firm or corporation acting or purporting to act for the Corporation which is entitled to any brokerage or finder's fee in connection with any of the transactions contemplated hereunder;

(m) the Corporation has not entered into a transaction of a nature material to the Corporation, other than as disclosed in the Preliminary Prospectus and the Prospectus, including the identification of a proposed Qualifying Transaction;

(n) the Corporation has not reached an "Agreement in Principle" (as defined in the Policy) with any party;

(o) the Corporation has not made any payment which is prohibited under Section 8 of the Policy;

(p) the proceeds received by the Corporation from the sale of the Common Shares will be used by the Corporation as described in the Preliminary Prospectus and the Prospectus under the heading “Use of Proceeds” and in compliance with the provisions of the Policy;

(q) the Corporation is not in violation of, and the execution and delivery by the Corporation of this Agreement and the performance of its obligations hereunder will not result in any breach or violation of, or be in conflict with, or constitute a default, to any material extent, under any term or provision of the constating documents of the Corporation or any shareholders' or directors' resolutions of the Corporation, or any agreement to which the Corporation is a party or by which the Corporation or any of its property is bound, and this Agreement has been duly authorized, executed and delivered by the Corporation;

(r) no approval, authorization, consent or other order of any governmental authority is required in connection with the execution and delivery or with the performance by the Corporation of this Agreement except requisite filings with the Commissions and the Exchange;

(s) to the best of the knowledge of the management of the Corporation, none of the directors or senior officers of the Corporation, or any holder of more than 10% of its outstanding Common Shares, or any Associate or Affiliate (as such terms are defined in the Securities Legislation) of any of the foregoing persons or companies has, or has had any material interest, direct or indirect, in any continuing or existing material transaction or has any material interest, direct or indirect, in any proposed material transaction which, as the case may be, is material to or will materially affect the Corporation, except as stated in the Preliminary Prospectus and the Prospectus;

(t) no securities commission or other governmental authority has issued any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus and, to the knowledge of the management of the Corporation, the Corporation is not in default of any requirement of the Securities Legislation;

(u) the Corporation has complied with and will comply fully with the requirements of all applicable corporate and securities laws, including, without limitation, the Securities Legislation and the *Canada Business Corporations Act* in relation to the issue and trading of its securities and in all matters relating to the Offering;

(v) except as disclosed in the Preliminary Prospectus and the Prospectus, no order ceasing or suspending trading in securities of the Corporation, or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and, to the best of the Corporation’s knowledge after due inquiry, no proceedings for this purpose have been instituted, are pending, contemplated or threatened;

(w) all statements, facts, data, information and material made, furnished or provided from time to time by the Corporation to the Agent relating to the Corporation and the Purchasers are true and correct, and all material facts relating to the Corporation have been fully disclosed to the Agent and such statements, facts, data, information and material did not and do not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make any statement or fact contained therein not misleading in light of the circumstances in which it was made;

(x) the directors and senior officers of the Corporation have reviewed the Preliminary Prospectus and will have reviewed the Prospectus and the directors have duly approved the Preliminary Prospectus and will duly approve the Prospectus and will have authorized its distribution by the Agent to the Purchasers hereunder at the respective times they are filed with the Commissions and the Exchange;

(y) except statements of fact relating solely to the Agent, for which the Corporation makes no representation or warranty, the Preliminary Prospectus and the Prospectus contain full, true and plain disclosure of all material facts in relation to the Common Shares, the Agent's Option and the Directors' and Management Options as required by the Securities Legislation; none of the statements or facts contained in the Preliminary Prospectus or the Prospectus are false or misleading in any way and there has been no omission to state any material fact therein necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made;

(z) upon payment of the proceeds for the Common Shares, the Common Shares will be validly authorized and issued, the Agent's Option will be validly created, authorized and delivered and the Common Shares issued upon the exercise of the Agent's Option will be validly authorized, allotted and reserved for issuance upon the exercise of the Agent's Option and the Common Shares offered pursuant to the Offering and the Common Shares issued upon the exercise of the Agent's Option will, when issued, be issued as fully paid and non-assessable Common Shares and will be issued free and clear of all liens, charges or encumbrances of any kind whatsoever;

(aa) the minute books of the Corporation are true, complete and correct and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof; and

(bb) at or prior to the time of filing the Prospectus with the Commissions, the Exchange will have granted conditional approval to list the Common Shares to be issued pursuant to the Offering and the Common Shares issuable upon the exercise of the Agent's Option and the Directors' and Management Options.

ARTICLE 7
COVENANTS OF THE CORPORATION

7.1 Forthwith following execution of this Agreement, the Corporation will use its best efforts to take or cause to be taken all steps and proceedings that may be necessary under the Securities Legislation, including but not limited to, the filing of the Prospectus and the obtaining of a final MRRS decision document under National Policy 43-201 therefor from the Commissions, to qualify the Common Shares for distribution to the public resident in the Qualifying Jurisdictions through the Agent and sub-agents or other registered securities dealers and to qualify for distribution the Agent’s Option and the Directors’ and Management Options.

7.2 The Corporation shall promptly notify the Agent in writing of full particulars of any material change, actual, anticipated or threatened, during the period of distribution to the public of the Common Shares pursuant to the Offering:

(a) in the business or affairs of the Corporation;

(b) in the directors or officers of the Corporation;

(c) in any material fact contained or referred to in the Preliminary Prospectus or the Prospectus or in any material supplemental thereto supplied by the Corporation, which is of such a nature as to render the Preliminary Prospectus or the Prospectus or material supplemental thereto, misleading or untrue;

(d) in any statements, facts, data, personal information form or materials provided to the Agent with respect to the directors, officers and insiders of the Corporation, which is of such a nature as to render the Preliminary Prospectus or the Prospectus, misleading or untrue; or

(e) in any of the representations and warranties contained in Article 6 herein,

and the Corporation shall file under the Securities Legislation, with all possible dispatch, and in any event within any statutory limitation therefor, such new or correcting information, amendments and other documents as the circumstances may require. The Corporation shall further provide the Agent with such copies of such information, amendments or other documents as the Agent may reasonably require.

7.3 The Corporation shall in good faith discuss with the Agent any change in circumstances which is of a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to Section 7.2.

7.4 The Corporation covenants with the Agent that it will advise the Agent promptly of any request of the Commissions, the Exchange or other regulatory body for any amendment to the Prospectus or for any additional information, or the issuance by the Commissions, the Exchange or any other regulatory body of any cease trading order or suspension order relating to the Common Shares or of the institution of any such proceedings. The Corporation covenants to use its best efforts to prevent the issuance of any such cease trading order or suspension order and, if issued, to obtain the withdrawal thereof as soon as possible.

7.5 The Corporation from time to time at its expense shall deliver to the Agent, at the direction of the Agent, as many commercial copies of the Prospectus (and in the event of an amendment, of such amended Prospectus) as the Agent may reasonably request, and any such delivery shall constitute the consent of the Corporation to the use thereof in connection with the Offering, subject to the provisions of the Securities Legislation.

7.6 Delivery of the Preliminary Prospectus and the Prospectus and any supplementary material shall constitute a representation and warranty by the Corporation to the Agent that all information and statements (except information and statements relating solely to or provided solely by the Agent) contained in the Preliminary Prospectus and the Prospectus and supplementary material are true and correct in all material respects at the time of delivery thereof and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and that no material fact has been omitted therefrom (except facts relating solely to the Agent) which is required to be stated therein or is necessary to make the statements or information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Corporation's consent to the Agent's use of the Preliminary Prospectus and the Prospectus, any supplementary material and any other public documents supplied to the Agent by the Corporation for the distribution of the Common Shares in the Qualifying Jurisdictions in compliance with the provisions of this Agreement and the Securities Legislation.

7.7 (a) The Corporation covenants and agrees to protect, indemnify and save harmless the Agent and its directors, officers and employees (each an "Indemnified Party") from and against all losses, claims, damages, liabilities, costs or expenses (other than loss of profits), in any way caused, sustained or incurred by reason of or resulting directly from:

(i) any statement or information contained in or omitted from the Preliminary Prospectus, the Prospectus, any amended Prospectus and additional or ancillary materials, information, evidence, returns, reports, applications, statements, tables or documents that may be filed, or required to be filed, in connection with the Offering under the Securities Legislation, except information relating solely to the Agent, which, at the time and in light of the circumstances under which it was made, is false or misleading with respect to any material fact or which omits to state any material fact, the omission of which makes the statement false or misleading;

(ii) any breach of the representations, warranties and covenants of the Corporation contained herein that has not been rectified, remedied or waived;

(iii) any prohibition or restriction of trading in the Common Shares of the Corporation, or any prohibition affecting the distribution of the Common Shares which may be ordered by any one or more competent authorities if such prohibition is based on any statement or omission made by the Corporation in the Prospectus except those statements or omissions relating solely to the Agent;

(iv) any Purchaser effectively rescinding his contract with the Corporation pursuant to a right of rescission under which a Purchaser may rescind a contract on the grounds that the Prospectus (or any amendment) contains an untrue statement of a material fact or omits to state a material fact, except information relating solely to the Agent;

(v) the Prospectus failing to comply with the requirements of the Securities Legislation in the Qualifying Jurisdictions so as to permit the lawful sale of Common Shares or by reason of the Corporation having failed to take or cause to be taken such steps or proceedings as were necessary to permit the lawful sale of Common Shares as contemplated by the Prospectus and as contemplated hereby; and

(vi) any formal inquiry or investigation, whether prior to or subsequent to Closing, into the affairs, records or accounts of the Corporation or into holdings of Common Shares or securities of the Corporation or transactions in Common Shares or securities of the Corporation, which is commenced or contemplated by the Commissions or the Exchange except where same relates solely to the activities of the Agent.

(b) If any matter or thing contemplated by Section 7.7(a) shall be asserted against an Indemnified Party, the Indemnified Party shall notify the Corporation 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 acceptable to the Indemnified Party, acting reasonably, and that no settlement may be made by the Corporation or the Indemnified Party without the prior written consent of the other. If the Corporation assumes the defence of any such suit, the Indemnified Party shall continue to have the right to employ its own counsel, which shall be acceptable to the Corporation, in any proceeding relating to the claim contemplated by Section 7.7(a) and the reasonable fees and expenses of such counsel shall be recoverable by the Indemnified Party from the Corporation to the extent that the same shall be covered by the indemnity in Section 7.7(a) if:

(i) the Indemnified Party has been advised by such counsel that there may be legal defences available to it which are different from or additional to defences available to the Corporation (in which case the Corporation shall not have the right to assume the defence of such proceedings on the Indemnified Party's behalf);

(ii) the Corporation shall not have undertaken the defence of such proceedings and employed counsel within fifteen (15) days after notice of commencement of such proceedings; or

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

(c) To the extent that any Indemnified Party is not a party to this Agreement, the Agent shall obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

(d) In the event that, for any reason, the indemnity provided for in this section, is illegal or unenforceable, the Agent and the Corporation shall contribute to the aggregate of all losses, claims, costs, damages, expenses or liabilities of the nature provided in this section such that the Agent shall be responsible for that portion represented by the percentage that the Agent's Commission herein bears to the gross proceeds from the Offering and the Corporation shall be responsible for the balance. Notwithstanding the foregoing, a person guilty of fraudulent misrepresentation shall not be entitled to contribution from any other party. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this subsection, notify such party or parties from whom contribution may be sought. In no case shall such party from whom contribution may be sought be liable under this subsection unless such notice shall have been provided, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this subsection. The right to contribution provided in this subsection shall be in addition to and not in derogation of any other right to contribution which the Agent or the Corporation as the case may be, may have by statute or otherwise by law.

(e) The Corporation hereby consents to personal service, jurisdiction and venue in any court in which any claim which is subject to indemnification hereunder is brought against any Indemnified Party and to the assignment of the benefit to this section to any Indemnified Party for the purpose of enforcement provided that nothing herein shall limit the Corporation's right or ability to contest the appropriate jurisdiction or forum for the determination of any such claim.

7.8 The Corporation will take all necessary action to extra-provincially register the Corporation in a timely manner, whenever the business or property of the Corporation makes such registration necessary.

7.9 The Corporation will take all necessary action and make all necessary filings with the Exchange to complete its application for listing the Common Shares on the Exchange, with all reasonable diligence after the Closing, but in any event, the Corporation shall submit all required documents for listing on the Exchange within thirty (30) days of the Closing Date.

7.10 The Corporation will promptly deliver to the Agent all documents or information requested by the Agent in relation to the transactions contemplated in this Agreement and in relation to the performance by the Agent of its due diligence investigations in respect of the Preliminary Prospectus and the Prospectus and the listing of the Common Shares of the Corporation on the Exchange, including, without limitation, personal information forms for all insiders and directors, financial statements, consent of insiders to background, credit, educational and other checks, shareholder lists, business plans, etc.

7.11 The Agent can, in its sole discretion, retain at the Corporation's expense, any agents, experts, professionals or others which it deems necessary or advisable in order to perform its obligations and due diligence procedures under this Agreement and in accordance with the Policy, and Exchange Policy 2.2, and the Corporation covenants that it will comply with all reasonable requests by such agents, experts or professionals in respect of their investigations into the business and affairs of the Corporation, including any requests for access to the Corporation's operations, property and facilities.

7.12 Until the Corporation completes a Qualifying Transaction, the Corporation will comply with all applicable provisions of the Policy. The Corporation will maintain its status as a reporting issuer not in default of any Securities Legislation in the Qualifying Jurisdictions for a period of 18 months following the date that its Common Shares are listed and posted for trading on the Exchange and will use its best efforts to maintain its listing on the Exchange during such 18 months and to complete a Qualifying Transaction within such 18 months.

ARTICLE 8
COVENANTS OF THE AGENT

8.1 The Agent hereby covenants, subject to the conditions contained in Article 9 hereof, to use its reasonable best efforts to solicit subscriptions for Common Shares offered pursuant to the Offering in the Qualifying Jurisdictions and without limiting the generality of the foregoing, to obtain subscriptions from at least 200 Purchasers, each of such Purchasers:

(a) purchasing at least one Board Lot (as that term is defined in the Exchange Policy 1.1);

(b) individually purchasing no more than 2% of the Common Shares offered pursuant to the Offering, and, in conjunction with such Purchaser's Associates and Affiliates (as those terms are defined in the Exchange Policy 1.1), purchasing no more than 4% of the Common Shares offered pursuant to the Offering; and

(c) not being a Related Party to the Corporation (as that term is defined in the Exchange Policy 1.1);

8.2 The Agent hereby covenants and agrees, subject to the conditions contained in Article 9 hereof, that it will not solicit subscriptions for Common Shares except in compliance with Securities Legislation, the rules, policies and by-laws of the Exchange and the terms and conditions set forth in the Prospectus and this Agreement and hereby indemnifies the Corporation and agrees to save the Corporation harmless from and against any and all losses, damages, liabilities, costs, expenses, claims or suits caused by or arising out of the Agent's gross misconduct which gives rise to a breach of the covenants in this Article 8.

8.3 The Agent will deliver to each Purchaser a copy of the Prospectus sufficiently in advance of the Time of Closing such that all withdrawal rights under the Securities Legislation will have expired on or before the Time of Closing.

8.4 The obligation of the Agent to execute any certificate or deliver any documents pertaining to the Preliminary Prospectus and the Prospectus shall be conditional upon compliance by the Corporation to the date of such execution and delivery with each of its covenants contained in this Agreement to be complied with prior to the filing of either the Preliminary Prospectus or the Prospectus, as the case may be.

8.5 The Agent covenants and agrees that it shall:

(a) provide all such notices and documents as may be required in connection with the Offering, including those required for the Prospectus by the orders, policies, rules, regulations, by-laws and procedures of the Commissions and the Exchange which govern capital pool company offerings, as amended from time to time (collectively, the "CPC Rules"), it being understood and agreed by the Corporation that the Agent is under no obligation pursuant to this Agreement to provide a Sponsor Report for a Qualifying Transaction of the Corporation (as the term is defined in the CPC Rules); and

(b) deliver to the Exchange as soon as reasonably possible after the Closing Date, a Distribution Summary Statement as required by Section 1.4(h) of Policy 2.3 of the Exchange.

ARTICLE 9
CONDITIONS OF THE AGENT'S OBLIGATIONS

9.1 The obligations of the Agent contained in this Agreement may be terminated by the Agent in the event that prior to the Time of Closing:

(a) any order operating to restrict, prevent or cease trading in the Common Shares is made pursuant to the Securities Legislation;

(b) there is any breach or non-performance of any of the covenants of the Corporation herein contained that has not been rectified, remedied or waived;

(c) any adverse change, in the sole opinion of the Agent acting reasonably, occurs in or to the state of the financial markets generally, or there shall occur any changes (actual, anticipated, contemplated or threatened) in the assets, liabilities, business or operations of the Corporation which, in the sole opinion of the Agent, could reasonably be expected to have a material adverse effect on the market price or value of the Common Shares of the Corporation or materially adversely affects or may materially adversely affect the marketability of the Common Shares of the Corporation;

(d) any competent authority having jurisdiction, including any stock exchange, commences or gives notice that it intends to commence any formal inquiry or investigation in relation to the Corporation, its affairs, records or accounts or any of the directors or officers of the Corporation, or into any holdings or transactions in the Common Shares;

(e) any inquiry, investigation or other proceeding (whether formal or informal) in relation to the Corporation or any of its directors or officers is commenced, announced or threatened, or any order is issued by a federal, provincial or other government authority or by any stock exchange, or there is any change of law which, in the sole opinion of the Agent, operates or will operate to prevent or to restrict the trading of the Common Shares or the distribution of any Common

Shares or materially adversely affects or may materially adversely affect the marketability of the Common Shares;

(f) there shall occur any changes (actual, anticipated, contemplated or threatened) in the assets, liabilities, business or operations of the Corporation which, in the sole opinion of the Agent, could reasonably be expected to have a material adverse effect on the market price or value of the Common Shares or materially adversely affects or may materially adversely affect the marketability of the Common Shares;

(g) if there should develop, occur or come into effect or existence any event, action, state, condition or financial occurrence of consequence or any governmental action, law, regulation, inquiry or other occurrence of any nature whatsoever which, in the sole opinion of the Agent, acting reasonably, materially adversely affects or involves, the financial markets generally or the business, operations, affairs or financial condition of the Corporation, or the marketability of the Common Shares;

(h) any new or amended Prospectus discloses information which, in the sole opinion of the Agent, acting reasonably, results in the Purchasers of a material number of the Common Shares under the Offering exercising their rights under the Securities Legislation to withdraw from or rescind their purchase thereof at any time prior to the Closing;

(i) there is any amendment to Securities Legislation which, in the sole opinion of the Agent, acting reasonably, will impose any limitations or restrictions on the exercise of the Agent's Option or the Directors' and Management Options or on the subsequent trading of Common Shares which are acquired, or which may be acquired, by the Agent under the Agent's Option or by directors, officers or consultants under the Directors' and Management Options; or

(j) the Agent is not satisfied with results of its due diligence investigations.

9.2 Any termination of any of the obligations of the Agent hereunder pursuant to the provisions hereof shall be effected by notice to the Corporation. Notwithstanding the giving of any notice of termination hereunder, the provisions of Section 7.7 and all rights of action in connection therewith shall survive for a period of two years following such termination and the fees and expenses agreed to be paid by the Corporation, referred to in Article 11, incurred up to the time of the giving of such notice shall be paid by the Corporation. The rights of the Agent to terminate this Agreement are in addition to such remedies as it may have in respect of any default, misrepresentation, act or failure to act of the Corporation in respect of any of the transactions contemplated in this Agreement.

ARTICLE 10
THE CLOSING

10.1 Subject to the terms and conditions hereof, the Closing shall take place at the Time of Closing at the offices of the Agent, or such other location in the City of Toronto, in the Province of Ontario, as the Agent may direct.

10.2 At the Time of Closing, the Corporation shall deliver to the Agent a certificate, in form and substance satisfactory to counsel for the Agent, signed by the Chief Executive Officer or President of the Corporation, dated the Closing Date, addressed to the Agent to the effect that, after a reasonable investigation:

(a) the representations and warranties contained in Article 6 hereof are true and correct at and as at the Time of Closing after giving effect to the transactions contemplated by the Prospectus;

(b) the Corporation has complied with all covenants and satisfied all the conditions contained herein on its part to be performed or satisfied at or prior to the Closing Date;

(c) no order suspending the sale or ceasing the trading of the Common Shares or any other securities of the Corporation has been issued and no proceedings for that purpose have been instituted or are pending or are, to the knowledge of such officer, contemplated or threatened by the Commissions, the Exchange, or any other securities commission, stock exchange or regulatory authority; and

(d) such officer has carefully examined the Prospectus and since the respective dates as of which information is given in the Prospectus, except as set forth in and contemplated by the Prospectus, the Corporation has not incurred any material liabilities or obligations, direct or contingent, or entered into any transactions not in compliance with the Policy, and there has been no material change in the assets, financial position, business or results of operations of the Corporation, and to the best of the knowledge and information of such officer, no event has occurred and no state or fact exists that, under Securities Legislation, is required to be set forth in an amended Prospectus that has not been so set forth.

10.3 At the Time of Closing, the Agent shall receive a favourable legal opinion, addressed to the Agent, from counsel to the Corporation, to the effect that:

(a) the Corporation has been duly incorporated and organized and is valid and subsisting under the laws of Canada, and has all requisite corporate power and capacity to carry on its business as now conducted and as proposed in the Prospectus to be conducted and to perform its obligations hereunder;

(b) the authorized and issued capital of the Corporation is as disclosed in the Prospectus and all such issued and outstanding Common Shares have been validly issued in accordance with applicable corporate and securities laws and are fully paid and non-assessable;

(c) the form of the definitive certificate representing the Common Shares has been approved and adopted by the directors of the Corporation and conforms to the requirements of applicable law;

(d) the Exchange has conditionally accepted notice of the issuance of the Common Shares offered pursuant to the Offering and the Common Shares issuable upon exercise of the Agent's Option and the Directors' and Management Options and has conditionally approved the listing of such Common Shares on the Exchange subject to the Corporation fulfilling all of the requirements of the Exchange;

(e) this Agreement, the escrow agreement referred to in the Prospectus (the "Escrow Agreement"), the Option Agreement and the Directors' and Management Options have been duly authorized by all necessary corporate action by the Corporation and have been duly executed and delivered by the Corporation and constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(f) the execution and delivery by the Corporation of this Agreement, the Escrow Agreement and the Option Agreement and the performance by the Corporation of its obligations hereunder and thereunder will not result in any material breach or violation of, or be in conflict with, or constitute a material default under, any term or provision of the constating documents or any shareholders' or directors' resolutions of the Corporation of which counsel is aware, or any agreement of which counsel is aware and to which the Corporation is a party or by which the Corporation is bound;

(g) all necessary documents have been filed and proceedings taken under the Securities Legislation to qualify the distribution of the Common Shares to the public in the Qualifying Jurisdictions; the Agent's Option to the Agent in the Qualifying Jurisdictions; and the Directors' and Management Options to the directors, officers and consultants of the Corporation in the Qualifying Jurisdictions;

(h) all necessary corporate action has been taken by the Corporation to authorize the grant of the Agent's Option and the additional Common Shares issuable upon the exercise of such Agent's Option, and when issued and sold in accordance with the terms of the Option Agreement, will be validly issued as fully paid and non-assessable, and the first trade in the Qualifying Jurisdictions of the Common Shares issuable upon exercise of the Agent's Option (other than trades from the holding of a "control person" as defined by the Securities Legislation) will be exempt from the prospectus requirements of the Securities Legislation and no other documents are or will be required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of regulatory authorities required to be obtained by the Corporation under the Securities Legislation in connection with any such trade made through a registrant properly registered under the Securities Legislation who has complied with the requirements thereof (subject to the usual qualifications);

(i) all necessary corporate action has been taken by the Corporation to issue a minimum of 1,666,667 Common Shares or a maximum of 2,666,667 Common Shares sold pursuant to the Offering and, the Corporation having received the full consideration for the purchase price of such shares, the Common Shares sold pursuant to the Offering have been validly issued as fully paid and non-assessable; and

(j) such other matters as the Agent or Agent’s counsel may reasonably request in connection with this Offering.

10.4 In giving the foregoing opinions, counsel for the Corporation may rely upon opinions of local counsel, acceptable to the Agent, as to the laws of jurisdictions other than the Province of Ontario, if any, and as to matters of fact not within their knowledge, upon certificates as to such facts, signed, in the case of the Corporation, by the President or such other officer or director of the Corporation as may be acceptable to the Agent.

10.5 At the Time of Closing, the Corporation shall direct Equity Transfer Services Inc., as the registrar and transfer agent for the Common Shares, to issue the Common Shares sold pursuant to the Prospectus in accordance with the instructions of the Agent.

10.6 At the Time of Closing, the Corporation shall deliver to the Agent payment of the Agent's Commission in the form satisfactory to the Agent as provided for in Article 3 hereof and payment of the balance owed in respect of the expenses of the Agent's legal counsel, accounting for $15,000 plus applicable taxes, prepayment already forwarded by the Corporation, as provided for in Article 11.

ARTICLE 11
EXPENSES OF THE ISSUE

11.1 Notwithstanding any termination of this Agreement or the cancellation of its obligations by the Agent pursuant to Article 9 hereof and, except as otherwise indicated herein, the costs and expenses of or incidental to the creation, issue and offering of the Common Shares including, without limitation, the fees and expenses of counsel for the Corporation and counsel for the Agent, all other reasonable expenses incurred by the Agent in connection with the Offering, the cost of printing and delivering the definitive certificates for the Common Shares, the fees and disbursements of the transfer agent, the cost of preparing, printing and delivering the Prospectuses to the Agent and the associated fees prescribed by the Securities Legislation in connection with the Offering shall be paid by the Corporation whether or not the Offering is completed as contemplated. The Corporation will pay the fees and expenses of counsel for the Agent (subject to a maximum of $15,000 plus applicable taxes) at the Time of Closing by bank draft or certified cheque payable to the Agent or counsel to the Agent or in such other manner as is acceptable to the Agent or counsel to the Agent.

11.2 The Agent hereby acknowledges receipt of the sum of $15,000 towards fees and expenses of Agent's legal counsel.

ARTICLE 12
RIGHT OF FIRST REFUSAL

12.1 The Corporation hereby grants to the Agent a right of first refusal and a right of participation, to act as the lead agent or underwriter of the Corporation in connection with any future equity financing of the Corporation, for which the Corporation elects to use an agent, for a period of 18 months from the completion of the Corporation's "Qualifying Transaction", as defined in the Policy. The Agent shall have ten (10) business days from receipt of written notice of any such financing to exercise such right on the specific financing for which written notice was received. In the event that the Agent does not elect to accept an agency or underwriting relationship for that financing, the Corporation is free to negotiate with any other securities firm or agent for such financing, provided that the Agent’s right of first refusal contained herein shall nevertheless continue to apply with respect to any future equity financing undertaken by the Corporation within the balance of the said months. For purposes of this section, "equity financing" includes a debt financing where such debt is capable of being converted into equity securities of the Corporation.

ARTICLE 13
NOTICES

13.1 Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given or made when delivered at the addresses of the relevant party set forth below or such other address as a party may stipulate in writing:

(a) to the Corporation at:

Ore-Leave Capital Inc.
Suite 830, 330 Bay Street
Toronto, Ontario
M5H 2S8

Attention: Mr. Dino Titaro

with a copy to:

Charette Nantel Attorneys LLP
CIBC Tower
1155 René-Lévesque West
25th Floor
Montreal, Quebec
H3B 2K4
Facsimile: 514-868-9195

Attention: Mr. Guy Charette

(b) the Agent at:

Jennings Capital Inc.
10 King Street East
Suite 1201
Toronto, Ontario
M5V 2C3
Facsimile: 416-214-0177

Attention: Mr. Daryl Hodges

with a copy to:

Macleod Dixon LLP
Suite 3900, Canada Trust Tower
BCE Place, 161 Bay Street
Toronto, Ontario M5J 2S1
Facsimile: 416-360-8277

Attention: Mr. David Knight

ARTICLE 14
MISCELLANEOUS

14.1 Upon the request of the Agent, the Corporation will supply to the Agent a copy of all financial and other information given by the Corporation to its public shareholders or to any stock exchange at the time when such information is so given for a period of two years following Closing.

14.2 Time shall be of the essence with respect to the terms and conditions of this Agreement.

14.3 This Agreement may be executed in several counterparts and may be represented by facsimile, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution, shall be deemed to bear the date as of the date hereof.

14.4 All warranties, representations, covenants, indemnifications and agreements herein contained or contained in certificates or documents submitted pursuant to or in connection with the transactions herein along with all rights of action in connection therewith shall survive the Closing of the Offering and shall continue in full force and effect for a period of two years following the Closing Date for the benefit of the Agent and for the benefit of the Corporation.

14.5 This Agreement shall be construed and interpreted, and the rights and obligations of the parties arising hereunder governed, by the laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have exclusive jurisdiction over any dispute, termination, or breach of any kind or nature whatsoever arising out of or in connection with this Agreement.

14.6 All the terms and provisions of this Agreement shall be binding upon, shall enure to the benefit of, and shall be enforceable by and against the parties hereto and their respective successors and assigns, but shall not be assignable, before or after the Time of Closing, without the written consent of the other parties hereto.

14.7 The Agent 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.

14.8 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, and there are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

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

ORE-LEAVE CAPITAL INC.

Per: *Signed "Dino Titaro"*

Dino Titaro

JENNINGS CAPITAL INC.

Per: *Signed "Robert Jennings"*

Robert Jennings

SCHEDULE "A"

SHARE OPTION AGREEMENT

THIS AGREEMENT is made as of the 25th day of March, 2003.

BETWEEN:

ORE-LEAVE CAPITAL INC., a corporation incorporated under the laws of Canada, with an office in the City of Toronto, in the Province of Ontario (the "Corporation")

- and -

JENNINGS CAPITAL INC., a corporation incorporated under the laws of the Province of Alberta, with an office in the City of Toronto, in the Province of Ontario (the "Agent")

WHEREAS the Corporation has agreed pursuant to an Agency Agreement dated the ____ day of March, 2003, among the Corporation and the Agent, (the "Agency Agreement") to grant to the Agent an option to purchase 10% of the Common Shares of the Corporation issued pursuant to the Offering in consideration of the Agent's services performed under the Agency Agreement;

NOW THEREFORE in consideration of the premises, mutual covenants and agreements herein and therein contained, this agreement witnesses that and it is understood and agreed by and between the parties hereto as follows:

1. **Grant of Option**

Subject to the provisions hereinafter contained, the Corporation hereby grants to the Agent an irrevocable non-transferable option (the "Option") to purchase up to but not exceeding 10% of the Common Shares of the Corporation issued pursuant to the Offering (the "Optioned Shares"), in the capital stock of the Corporation, as presently constituted, at a price of fifteen cents ($0.15) per Common Share.

2. **Term of Option**

The Agent may exercise the Option on or before 4:30 p.m., Toronto time, on the date that is 18 months from the day the issued and outstanding Common Shares in the capital of the Corporation are listed and posted for trading on the TSX Venture Exchange (the "Exchange") (the "Expiry Time"), after which time all rights granted hereunder shall terminate.

3. **Manner of Exercise**

The Agent may exercise the Option in whole or in part, at any time and from time to time, on or prior to the Expiry Time, by notice in writing given by the Agent to the Corporation at its address for notice set out in the Agency Agreement, specifying the number of Optioned Shares in respect of which it is exercised and accompanied by payment in cash or certified cheque for the purchase price of all of the Optioned Shares specified in such notice, calculated in accordance with Section 1 hereof.

The Agent agrees that only up to a total of **[50%]** Optioned Shares obtained by the Agent pursuant to the exercise of this Option may be sold prior to the completion of a Qualifying Transaction of the Corporation (as defined by Policy 2.4 of the Exchange). The remaining **[50%]** Optioned Shares may only be sold after the completion of a Qualifying Transaction of the Corporation.

4. **Share Certificates**

Upon exercise of the Option, the Corporation shall cause the transfer agent and registrar of the Corporation to deliver to the Agent, or as the Agent may otherwise in writing direct in the notice of exercise of option, within seven (7) days following the receipt by the Corporation of payment for the number of Optioned Shares so exercised, a certificate or certificates representing in the aggregate the number of Optioned Shares for which payment has been received by the Corporation.

5. **No Rights as a Shareholder Until Exercise**

Except as provided in Section 8 hereof, the Agent shall have no rights whatsoever as a shareholder (including any rights to receive dividends or any other distribution to shareholders or to vote at a general meeting of shareholders of the Corporation), other than in respect to shares in respect of which the Agent shall have exercised its right to purchase hereunder and which the Agent shall have actually taken up and paid for.

6. **Non-Transferable**

The rights conferred upon the Agent hereunder shall be non-transferable and non-tradable.

7. **No Fractional Common Shares**

No fractional Optioned Shares will be issued on exercise of this Option, or any compensation made for such fractional Optioned Shares, if any.

8. **Adjustments in Event of Change in Common Shares**

In the event, at any time or from time to time, of a subdivision, consolidation or reclassification of the share capital of the Corporation, the payment of stock dividends by the

Corporation or other relevant changes in the capital of the Corporation prior to the exercise by the Agent, in full, of the Option in respect of all of the shares granted herein, the Agent's Option with respect to any Optioned Shares which have not been purchased hereunder at the time of any such change to the capital of the Corporation shall be proportionately adjusted so that the Agent shall from time to time, upon the exercise of the Agent's Option, be entitled to receive the number of shares of the Corporation it would have held following such change in the capital of the Corporation if the Agent had purchased the shares and had held such shares immediately prior to such change in the capital of the Corporation.

9. **Merger, Amalgamation or Sale**

If, during the term of the Option, the Corporation shall become merged or amalgamated into or with any other corporation or shall sell the whole or substantially the whole of its assets and undertaking for shares or securities of another corporation, the Corporation will make provision that, upon the exercise of the Agent's Option during its unexpired period after the effective date of such merger, amalgamation or sale, the Agent shall receive such number of shares of the continuing or successor corporation in such merger or amalgamation or of the securities or shares of the purchasing corporation as it would have received as a result of such merger, amalgamation or sale if the Agent had purchased shares of the Corporation immediately prior thereto for the same consideration paid on the exercise of the Agent's Option and had held such shares on the effective date of such merger, amalgamation or sale. Upon such provision being made, the obligation of the Corporation to the Agent in respect of its shares then remaining subject to the Agent's Option shall terminate and be at an end.

10. **Reservation of Shares**

The Corporation shall at all times, during the term of this Agreement, reserve and keep available a sufficient number of unissued Common Shares of the Corporation to satisfy the requirements hereof.

11. **Entire Agreement**

This Agreement supersedes all other agreements, documents, writings and verbal understandings among the parties relating to the subject matter hereof and represents the entire agreement between the parties relating to the subject matter hereof.

12. **Enurement**

Except as otherwise set forth herein, this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the Agent and of the Corporation.

13. **Time**

Time shall be of the essence of this Agreement.

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

ORE-LEAVE CAPITAL INC.

Per: *Signed "Dino Titaro"*

Dino Titaro

JENNINGS CAPITAL INC.

Per: *Signed "Robert Jennings"*

Robert Jennings