

Certain commercially sensitive financing information relating to the issuer contained in this document has been redacted in accordance with Part 12 of National Instrument 51-102 *Continuous Disclosure Obligations*.



June 8, 2012

Catch the Wind, Inc.
4309 Henninger Court
Chantilly, Virginia 20151
Attn.: David Garman

Dear Mr. Garman:

This letter confirms and sets forth the terms and conditions of the engagement between InSite Partners, LLC (“InSite”) and Catch the Wind, Inc. (“Company”) and the Company’s parent corporation, Catch the Wind Ltd. (“Parent” and collectively with the Company as the “Group”), including the scope of the services to be performed by InSite and the basis of compensation for those services. The effective date of this engagement shall be June 1, 2012 (“Effective Date”). Upon execution of this letter by each of the parties below and as of the Effective Date, this letter will constitute an agreement (the “Agreement”) between each member of the Group and InSite.

1. Description of Services

- a. Officers. In connection with this engagement, InSite shall make available to the Group:
 - (i) Jo S. Major PhD to serve as the President and Chief Executive Officer of each of Parent and the Company (the “CEO”); and
 - (ii) Bradley Gaiser to serve as the non-officer Vice President of Quantitative Analysis of the Company (the “VP Data”);
 - (iii) Scott Parker to serve as the non-officer Vice-President of Sales of the Company (the “VP Sales” and collectively with the CEO and VP Data, the “InSite Executives”); and

- (iv) Upon the mutual agreement of InSite and the Group, such additional personnel as are necessary to assist in the performance of the duties set forth in clause 1.b below (the “Additional Personnel”), on such terms and conditions and for such compensation as the Group and InSite shall agree.

Each of the InSite Executives shall commence service upon appointment by the Board of Directors of the Parent (the “Board”) and shall serve at the discretion of the Board until the first to occur of: (A) the Termination Date (as defined below), or (B) the date that such person shall cease to so act as an executive as provided in clause 2.c below.

b. Duties. The Group has requested that the Company provide, as an independent contractor to the Parent and the Company, the InSite Executives to provide management services with respect to the day to day business affairs of the Group and the Company, as applicable, and to serve as the CEO, VP Data and VP Sales as provided in clause 1.a above. Such duties shall consist of the following:

- (i) The CEO shall act as the chief executive officer of each of the Company and Parent and have the duties, authority and responsibilities of such position as provided in the bylaws of each such entity;
- (ii) The VP Data shall be the most senior executive responsible for analysis of all Group data and further perform such other duties as are otherwise assigned by the CEO;
- (iii) The VP Sales shall be the most senior sales executive of the Company and be responsible for management of all sales and marketing activities within the Company and its affiliated entities and further perform such other duties as are otherwise assigned by the CEO; and
- (iv) The InSite Executives and any Additional Personnel shall perform such other services as requested or directed by the Board and, in the case of the VP Data and VP Sales, as directed by the CEO, and agreed to by such officer.

c. Reporting. The CEO shall report to the Board. The VP Data and VP Sales and any Additional Personnel shall report to the CEO and to the Board. To the extent that any issues arise regarding the performance of the VP Data, VP Sales or any Additional Personnel, the CEO will promptly provide a detailed report to the Board with respect to such issues.

d. Parent Financing. As part of the services to be provided hereunder, InSite and the InSite Executives will assist the Group in its obtaining of the proposed equity financing of up to [REDACTED] (“Next Parent Financing”). Such assistance will consist of identifying potential investors and taking such action as requested by the Board to provide information with respect to the Group to prospective investors and taking such action as is reasonably required to enable the Group to consummate such financing. Provided that other investors have committed in a legally binding manner to invest not less than [REDACTED] in the Next Parent Financing, InSite, either directly or through its members and other affiliates, shall invest not less than U.S. [REDACTED] in the Next Parent Financing on the same terms as the other investors. Neither InSite nor the InSite Executives shall however provide any broker-dealer services (as such services are described in applicable laws) in connection with the Next Parent Financing or any assurance or guarantee that the Group will be successful in consummating the Next Parent Financing on acceptable terms or at all.

e. Employment by InSite. The InSite Executives and any Additional Personnel will continue to be employed by InSite, which shall pay all of the compensation to such persons, and while rendering services to the Group will continue to work with other personnel at InSite in connection with other unrelated matters, which shall be subject to clause 4.a below and will not interfere with their performance of services pursuant to this engagement. InSite agrees that it will not terminate the employment of any of the InSite Executives or Additional Personnel without the prior written consent of the members of the Group. InSite acknowledges and agrees that any and all taxes, deductions, assessments, premiums, remittances and withholding required as a result of the compensation paid to InSite pursuant to this Agreement shall be and remain the sole responsibility of InSite. Should the relationship between any member of the Group and any of the InSite Executives or Additional Personnel be found in law to constitute an employment relationship, which conclusion is expressly denied, InSite agrees to indemnify the members of the Group against any amounts which are found to be owing by way of employer contributions, withholdings, or termination or severance pay under any applicable legislation relating to employment status and InSite agrees to hold the members of the Group harmless for and from any and all such payments and any fines, interest or penalties arising from non-payment or failure to withhold.

f. Projections; Reliance; Limitation of Duties. Each member of the Group understands that the services to be rendered by the InSite Executives and any Additional Personnel may include the

preparation of projections and other forward-looking statements, and that numerous factors can affect the actual results of the Group's operations, which may materially and adversely differ from those projections and other forward-looking statements. In addition, the InSite Executives and any Additional Personnel will be relying on information provided by other members of the Company's management in the preparation of those projections and other forward-looking statements. Neither InSite Executive nor InSite makes any representation or guarantee that the results of the services provided hereunder will be successful relative to improving the operating results or business of the Group. Each member of the Group further acknowledges that it understands that any strategic initiatives recommended by InSite or the InSite Executives will, if implemented by the Group through the Board, be subject to uncertainty as to results, impact and effect on the Group, its operations, prospects and operations.

2. Compensation

- a. InSite will be paid by the Group for the services to be rendered by InSite personnel pursuant to this Agreement the following amounts: (i) One Million, Eighty Three Thousand, Three Hundred and Thirty-Three Dollars (\$1,083,333) for the Initial Term, and (ii) Eighty Three Thousand, Three Hundred and Thirty-Three Dollars (\$83,333) for each additional calendar month or portion thereof following the Initial Term for which this Agreement shall remain effective. In the event Additional Personnel shall be appointed as provided in this Agreement, such payments shall be adjusted as the Group and InSite shall agree to compensate InSite for the services of such Additional Personnel.
- b. The fees payable pursuant to clause 2.a ("Service Fees") above shall be paid as follows: (i) subject to the terms of this clause 2.b, the sum of Forty-Five Thousand, One Hundred and Thirty-Eight and Eighty-Eight Cents (\$45,138.88) during the Initial Term (and Forty-One Thousand, Six Hundred and Sixty-Six and Fifty Cents (\$41,666.50) for periods after the Initial Term) shall be paid monthly in arrears on the last day of each calendar month ("Current Fees"); and (ii) the remaining balance of Forty-Five Thousand, One Hundred and Thirty-Eight and Eighty-Eight Cents (\$45,138.88) per month during the Initial Term (and Forty-One Thousand, Six Hundred and Sixty-Six and Fifty Cents (\$41,666.50) per month for periods after the Initial Term) ("Deferred Fees") shall be deferred and be paid as provided in this clause 2.b. Notwithstanding the foregoing, all or any portion of the Current Fees may be deferred by the Group, at its sole election,

until the first to occur of six (6) months from the Effective Date or the initial closing of the Next Parent Financing. The Deferred Fees shall be accrued by the Company, and decreased or increased by the Adjustment Factor (as defined below) and be paid on the first to occur of the following: (A) three (3) years from the Effective Date, (which date shall be extended if a Change of Control is then pending, so that the Deferred Fees shall be paid on the closing of such Change of Control and governed by clause (1) below), or (B) the closing of a Change of Control. For purposes of this Agreement, the "Adjustment Factor" shall be a fraction, the denominator of which shall be Seventeen million, seven hundred sixty four thousand four hundred and seventy four Dollars (\$17,764,474) and the numerator of which shall be equal to: (1) if the Deferred Fees are paid on the closing of a Change of Control, the aggregate consideration paid by the acquiring party for all outstanding securities of the Parent (or in the event of an asset sale, the aggregate amount distributed or distributable by the Parent with respect to all outstanding securities of the Parent following such Change of Control), or (2) if the Deferred Fees are paid three (3) years from the Effective Date, the then current market capitalization of the Parent (inclusive of any dividends paid to security holders from the Effective Date to that date), and a "Change of Control" shall mean the occurrence of any of the following with respect to the Parent: (i) the purchase or acquisition of shares of the Parent and/or securities ("Convertible Securities") convertible into shares of the Parent or carrying the right to acquire shares of the Parent (other than newly issued shares and/or Convertible Securities of the Parent that are issued in connection with a debt or an equity financing of the Parent, or newly issued shares and/or Convertible Securities that are issued to a strategic investor in the Parent) as a result of which a person, or other entity or group, including any "group" as defined in Section 13(d)(3) of the *Securities Exchange Act of 1934*, other than any employee benefit plan then maintained by the Parent, or any group of persons or persons acting jointly or in concert, (collectively, the "Holders") beneficially own or exercise control or direction over shares of the Parent and/or Convertible Securities such that, assuming the conversion of Convertible Securities beneficially owned by the Holders, the Holders would beneficially own shares which would entitle the holders thereof to cast more than 50% of the votes attaching to all shares in the capital of the Parent which may be cast to elect directors of the Parent, if the transaction that gives rise to the Change of Control is pursuant to a single transaction or a series of related transactions; (ii) consummation of any amalgamation, merger, consolidation or similar transaction or effecting any reorganization, recapitalization or other fundamental

change in the capital structure of the Parent requiring the approval of shareholders (except a tax reorganization or a redomestication transaction); (iii) a liquidation, dissolution or winding up of the Parent; or (iv) the sale, exchange, lease, mortgage, pledge, or other transfer or disposition of or grant of a security interest in, all or substantially all of the assets of the Parent on a consolidated basis in a single transaction or series of related transactions, other than in the ordinary course of business.

- c. The failure of the Board to appoint any of the InSite Executives as executives or officers of the Group pursuant to clause 1.a.iv above or their removal by the Board without Cause (as defined below) shall not cause the Service Fees to be reduced or otherwise adjusted. The Service Fee shall be adjusted as provided in Exhibit A attached hereto in the event that an InSite Executive shall be removed by the Board for Cause (as defined below), resigns (except for Good Cause, as defined below), dies or can no longer serve due to disability for a period in excess of thirty (30) consecutive days and InSite shall not have provided a replacement for such executive, acceptable to the Board in its sole discretion, within thirty (30) days following the event giving rise to such termination of service (“Unprotected Termination”). For purposes of this Agreement, “Cause” shall mean if (i) the InSite Executive or the Additional Personnel is convicted of, admits guilt in a written document filed with a court of competent jurisdiction to, or enters a plea of nolo contendere to, an allegation of fraud, embezzlement, misappropriation or any felony; (ii) the InSite Executive or the Additional Personnel willfully disobeys a lawful direction of the Board; or (iii) a material breach of any of the obligations of InSite, the InSite Executive or the Additional Personnel under this Agreement which is not cured within thirty (30) days of the Group’s written notice thereof to InSite describing in reasonable detail the nature of the alleged breach. For purposes of this Agreement, termination for “Good Reason” shall mean either his resignation caused by a breach by the Group of any of its material obligations under this Agreement that is not cured within thirty (30) days (or, in the case of failure by the Group to timely pay the Service Fees, ten (10) days) of InSite having given written notice of such breach to the Group describing in reasonable detail the nature of the alleged breach.
- d. In addition, InSite will be reimbursed by the Group, in accordance with the Group’s travel and business expense policies then in effect, for the out-of-pocket expenses of the InSite Executives and any Additional Personnel, and if applicable, other InSite personnel, incurred in connection with this assignment, such as travel,

lodging, duplications, computer research, messenger and telephone charges. All fees and expenses due to InSite will be billed on a monthly basis.

- e. Subject to receipt of all necessary regulatory approvals, including the approval of the TSX Venture Exchange (the "TSXV"), in connection with the services to be provided hereunder the Parent will, as soon as practicable following receipt of all such approvals, issue to InSite a warrant (the "Warrant") to purchase 4,000,000 common shares of Parent at an exercise price equal to the closing market price of the Parent's common shares on the TSXV on the trading day immediately prior to the date of issuance of the Warrant. The Warrant shall be substantially in the form attached hereto as Exhibit B.
- f. For a period of three (3) years from the Effective Date and in addition to InSite's right and obligation to participate in the Next Parent Financing, InSite shall have the right to purchase securities of the Group that are offered for sale as provided in Exhibit C attached hereto.

3. Term.

The engagement will commence as of the date hereof and continue for a period of twelve (12) months thereafter ("Initial Term"). For any period following the Initial Term, the engagement may be terminated by either party without cause by giving thirty (30) days' written notice to the other party. Upon the date of expiration or termination of the engagement as provided in this Section 3 ("Termination Date"), any fees and expenses due to InSite shall be remitted promptly (including fees and expenses that accrued prior to but were invoiced subsequent to such termination).

The Group may terminate this Agreement in the event that the Board shall determine that it is not satisfied with the performance by InSite of its services hereunder by giving InSite notice of such determination and its intention to terminate this Agreement in thirty (30) days. In addition, either party may terminate this Agreement as follows: (i) in the event of a material breach of this Agreement by a party that is not cured in thirty (30) days (or, in the case of failure by the Group to timely pay the Service Fees, ten (10) days) following notice describing in reasonable detail the nature of the alleged breach from the non-breaching party, the non-breaching party shall have the right to terminate upon a second notice to the breaching party, or (ii) or a filing of a petition under Chapter 11 of the United States Bankruptcy Code (or equivalent proceedings in a foreign jurisdiction) in respect of a party unless within forty-five (45) days thereafter (or, if sooner, prior to the date on which a plan of reorganization

is confirmed or the case is converted to one under Chapter 7), the party subject to such petition has obtained judicial authorization to continue this Agreement on the terms herein pursuant to an order which has become a final, non-appealable order. In addition, in the event of an Unprotected Termination of the CEO and the failure of InSite to provide a replacement acceptable to the Board as provided in clause 2.c hereof within thirty (30) days of such termination, the Group shall have the right to terminate upon notice to InSite. Upon any such termination, the Group shall be relieved of all of its payment obligations under this Agreement, except for the payment of fees and expenses through the Termination Date (including fees and expenses that accrued prior to but were invoiced subsequent to such termination) and its obligations under Sections 4 and 5.

4. Confidentiality, Non-Compete, Proprietary Property.

- a. For a period commencing as of the Effective Date and continuing until the expiration of two (2) years from the Termination Date (irrespective of how this Agreement is terminated), InSite agrees that it and each of the InSite Executives and Additional Personnel shall not in any capacity, directly or indirectly, engage in any activity that is competitive with any business carried on by the Group during the term of this Agreement (the “Group Business”) (or have any interest in any entity so competing, other than as the holder of less than 1% of the outstanding shares of a publicly traded company) or perform any services for any entity engaging in any activity that is competitive with the Group Business. Without in any way limiting or derogating from the foregoing, during the term of this Agreement InSite shall submit any potentially competitive activity to the Board (or a designated committee thereof) for a determination as to whether such potential activity is competitive with the Group Business and would violate this clause 4.a, and any determination by the Board in good faith that such activity is competitive shall be binding on InSite.
- b. For a period commencing as of the Effective Date and continuing until the expiration of two (2) years from the Termination Date (irrespective of how this Agreement is terminated), InSite agrees that it and each of the InSite Executives and Additional Personnel shall not in any capacity, directly or indirectly:
 - (i) Solicit or contact any person or other legal entity (a “Person”) that was or is a customer, client, vendor or supplier (or had been approached or specifically targeted to become a customer, client, vendor or supplier) of the Group for any business purpose that is competitive with the Group Business;

- (ii) Induce or cause, or assist any Person to induce or cause, any Person that was or is a customer, client, vendor or supplier (or had been approached or specifically targeted to become a customer, client, vendor or supplier) of the Group to change their relationship or association with the Group in a way that adversely affects the interests (whether financial or otherwise) of the Group; or
 - (iii) Employ, engage, offer employment or engagement to or solicit the employment or engagement of or otherwise entice away from the employment or engagement of the Group, or assist any Person in the commission of any such activities, any individual who is employed or engaged by any member of the Group, whether or not such individual would commit any breach of his contract or terms of employment or engagement by leaving the employ or the engagement of any such entity.
- c. InSite and each member of the Group shall remain bound by that certain May 11, 2011 ("NDA") as to the Confidential Information (as defined in the NDA) of the other party, and InSite shall cause each of the InSite Executives and any Additional Personnel to be bound by the NDA as to the Confidential Information of the Group.
- d. The InSite Executives and/or the Additional Personnel may, in the course of the performance of the services hereunder, conceive, develop or contribute to material or information including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation or records, regardless of the form or media, if any, on which the same is stored (collectively, the "Proprietary Property"). The Group shall exclusively own all Proprietary Property which the InSite Executives and/or the Additional Personnel conceive, develop or contribute to in the performance of the services hereunder and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property including, without limitation, all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. At the request and expense of the Group, the InSite Executives and the Additional Personnel shall do all acts necessary and sign all documentation necessary in order to ensure the ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in or to the Proprietary Property by the Group including, without limitation, providing to the Group written assignments of all rights to the Group and any other documents required to enable the Group to document rights and/or register patents, copyrights, trade-marks, industrial designs and such

other protections as the Group considers advisable anywhere in the world.

- e. It is expressly agreed by the parties that the terms of this Section 4 shall survive the termination of this Agreement.

5. Indemnification.

The Group shall enter into indemnification agreements with each of the InSite Executives and any Additional Personnel within ten (10) days of the date hereof and shall indemnify such persons and InSite to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Group's bylaws, its articles of association, certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to InSite, the InSite Executive or any Additional Personnel. The InSite Executives and any Additional Personnel shall be covered as an officer under the Group's existing director and officer liability insurance policy. As a condition of InSite accepting this engagement, a Certificate of Insurance evidencing such coverage shall be furnished to InSite prior to the effective date of this Agreement. The Group shall give thirty (30) days' prior written notice to InSite of cancellation, non-renewal, or material change in coverage, scope, or amount of such director and officer liability policy. The Group shall also maintain such insurance coverage for the InSite Executives and each Additional Personnel for a period of not less than two years following the date of the termination of such officer's services hereunder. The provisions of this Section 5 are in the nature of contractual obligations and no change in applicable law or the Group's charter, bylaws or other organizational documents or policies shall affect the InSite Executive or any Additional Personnel's rights hereunder.

6. Miscellaneous.

This Agreement shall be: (a) governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter thereof; and (c) may not be amended or modified except in writing executed by each of the signatories hereto. The Group and InSite agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including,

without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement. Notwithstanding anything herein to the contrary, InSite may reference or list the Group's name and/or a general description of the services in InSite's marketing materials, including, without limitation, on InSite's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

InSite Partners, LLC

By: "Marla Sanchez"
Marla Sanchez
General Partner and CFO

Accepted and Agreed:

Catch the Wind Ltd.

By: "David Garman"
Title: Director

Catch the Wind, Inc.

By: "John Green"
Title: Chief Financial Officer

Exhibit A

Proration Upon Certain Terminations

Monthly Prorations:

CEO:	\$45,454.54
VP DATA:	\$22,727.27
VP Sales:	\$15,151.52

Exhibit B

Form of Warrant

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ●, 2012 [NOTE TO DRAFT: INSERT DATE THAT IS 4 MONTHS AND ONE DAY FOLLOWING THE DATE OF ISSUANCE OF THE WARRANT].

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF CATCH THE WIND LTD. (THE “COMPANY”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S (“REGULATION S”) UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE COMPANY MUST FIRST BE PROVIDED TO EQUITY FINANCIAL TRUST COMPANY.

THESE SECURITIES MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES. IF THE COMPANY IS A “FOREIGN ISSUER” WITHIN THE MEANING OF REGULATION S AT THE TIME OF TRANSFER PURSUANT TO RULE 904 OF REGULATION S, A NEW CERTIFICATE, BEARING NO LEGEND, MAY BE OBTAINED FROM EQUITY FINANCIAL TRUST COMPANY UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO EQUITY FINANCIAL TRUST COMPANY AND THE COMPANY AND, IF SO REQUIRED BY EQUITY FINANCIAL TRUST COMPANY, AN OPINION OF COUNSEL, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT.

Dated: June 8, 2012

**WARRANT TO PURCHASE
COMMON SHARES OF
CATCH THE WIND LTD.**

This certifies that InSite Partners LLC (the “Holder”), for value received, is entitled to purchase, at a per share price equal to \$ _____ (“Stock Purchase Price”), from Catch the Wind Ltd., a Cayman Islands exempt company (the “Company”), Four Million (4,000,000) common shares of the Company (“Warrant Shares”). The Stock Purchase Price and the number of Warrant Shares purchasable hereunder are subject to adjustment as provided herein. This Warrant has been issued pursuant to a Letter Agreement of even date herewith by and among Holder, the Company and Catch the Wind, Inc., a wholly owned subsidiary of the Company (“Agreement”).

Subject to the vesting schedule below, this Warrant shall be exercisable at any time from time to time up to and including 5:00 p.m. (Pacific Time) on the first to occur of (i) three (3) years from the date hereof, or (ii) immediately prior to the closing of a Change of Control (as defined in the Agreement) (such earlier date being referred to herein as the “Expiration Date”), upon surrender to the Company at its principal office (or at such other location as the Company may advise the Holder in writing) of this Warrant properly endorsed with (i) the Form of Subscription attached hereto duly completed and executed, and (ii) payment pursuant to Section 2 of the aggregate Stock Purchase Price for the number of Warrant Shares for which this Warrant is being exercised determined in accordance with the provisions hereof.

This Warrant shall vest in accordance with the following vesting schedule:

Date	Number of cumulative Warrant Shares which may be purchased under this Warrant as of such date
June 8, 2012	333,333
July 1, 2012	666,666
August 1, 2012	999,999
September 1, 2012	1,333,332
October 1, 2012	1,666,665
November 1, 2012	1,999,998
December 1, 2012	2,333,331
January 1, 2013	2,666,664

February 1, 2013	2,999,997
March 1, 2013	3,333,330
April 1, 2013	3,666,663
May 1, 2013	4,000,000

In the event that the Agreement is terminated by the Group (as that term is defined in the Agreement) in accordance with Section 3 of the Agreement, the portion of this Warrant that remains unvested as of such date of termination will irrevocably and unconditionally lapse effective as of the date of termination of the Agreement and will thereafter be neither exercisable nor enforceable.

1. **Exercise; Issuance of Certificates; Acknowledgement.** This Warrant is exercisable at the option of the holder of record hereof, at any time or from time to time up to the Expiration Date for all or any part of the Warrant Shares (but not for a fraction of a share) which may be purchased hereunder. The Company agrees that the Warrant Shares purchased under this Warrant shall be and are deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which this Warrant shall have been surrendered, properly endorsed, the completed, executed Form of Subscription delivered and payment made for such shares. Certificates for the Warrant Shares so purchased, together with any other securities or property to which the Holder hereof is entitled upon such exercise, shall be delivered to the Holder hereof by the Company at the Company's expense within a reasonable time after the rights represented by this Warrant have been so exercised. Each certificate so delivered shall be in such denominations of the Warrant Shares as may be requested by the Holder hereof and shall be registered in the name of such Holder. In case of a purchase of less than all the Warrant Shares, the Company shall execute and deliver to Holder within a reasonable time an Acknowledgement in the form attached hereto indicating the number of Warrant Shares which remain subject to this Warrant, if any.

2. **Payment for Shares.** The aggregate purchase price for Warrant Shares being purchased hereunder must be paid by cash or wire transfer of immediately available funds.

3. **Shares to be Fully Paid; Reservation of Shares.** The Company covenants and agrees that all Warrant Shares which may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be duly authorized, validly issued, fully paid and nonassessable and free from all preemptive rights of any shareholder and free of all taxes, liens and charges with respect to the issue thereof. The Company further covenants and agrees that after the time at which the Company is authorized to issue any Warrant Shares and during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved, for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of authorized but unissued common shares, or other

securities and property, when and as required to provide for the exercise of the rights represented by this Warrant.

4. Adjustment of Stock Purchase Price and Number of Shares. The Stock Purchase Price and the number of Warrant Shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 4. Upon each adjustment of the Stock Purchase Price, the Holder of this Warrant shall thereafter be entitled to purchase, at the Stock Purchase Price resulting from such adjustment, the number of shares obtained by multiplying the Stock Purchase Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment, and dividing the product thereof by the Stock Purchase Price resulting from such adjustment.

4.1 Subdivisions, Combinations and Dividends. In case the Company shall at any time subdivide its outstanding common shares into a greater number of shares or pay a dividend in common shares, the Stock Purchase Price in effect immediately prior to such subdivision or at the record date of such dividend shall be proportionately reduced, and conversely, in case the outstanding common shares of the Company shall be combined into a smaller number of shares, the Stock Purchase Price in effect immediately prior to such combination shall be proportionately increased.

4.2 Reclassification. If any reclassification of the capital stock of the Company shall be effected in such a way that holders of common shares of the Company shall be entitled to receive stock, securities, or other assets or property, then, as a condition of such reclassification, lawful and adequate provisions shall be made whereby the Holder shall thereafter have the right to purchase and receive (in lieu of the common shares immediately theretofore purchasable and receivable upon the exercise of the rights represented hereby) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding common shares equal to the number of common shares immediately theretofore purchasable and receivable upon the exercise of the rights represented hereby. In any reclassification described above, appropriate provision shall be made with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Stock Purchase Price and of the number of shares purchasable and receivable upon the exercise of this Warrant) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof.

4.3 Notice of Adjustment. Upon any adjustment of the Stock Purchase Price or any increase or decrease in the number of shares purchasable upon the exercise of this Warrant, the Company shall give written notice thereof, by first class mail postage prepaid, addressed to the registered Holder of this Warrant at the address of such Holder as shown on the books of the Company. The notice shall be signed by the Company's chief financial officer and shall state the Stock Purchase Price resulting from such adjustment and the increase or decrease, if any, in the number of shares purchasable at such price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

4.4 Other Notices. If at any time:

- (1) the Company shall declare any cash dividend upon its common shares;
- (2) there shall be any capital reorganization or reclassification of the capital stock of the Company or a Change of Control; or
- (3) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then, in any one or more of said cases, the Company shall give, by first class mail, postage prepaid, addressed to the Holder of this Warrant at the address of such Holder as shown on the books of the Company, (a) at least twenty (20) days prior written notice of the date on which the books of the Company shall close or a record shall be taken for such dividend or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and (b) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, at least twenty (20) days prior written notice of the date when the same shall take place; provided, however, that the Holder shall make a best efforts attempt to respond to such notice as early as possible after the receipt thereof. Any notice given in accordance with the foregoing clause (a) shall also specify, in the case of any such dividend, the date on which the holders of common shares of the Company shall be entitled thereto. Any notice given in accordance with the foregoing clause (b) shall also specify the date on which the holders of common shares of the Company shall be entitled to exchange their common shares for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, as the case may be.

5. No Voting or Dividend Rights. Nothing contained in this Warrant shall be construed as conferring upon the Holder hereof the right to vote or to consent to receive notice as a shareholder of the Company or any other matters or any rights whatsoever as a shareholder of the Company. No dividends or interest shall be payable or accrued in respect of this Warrant or the interest represented hereby or the shares purchasable hereunder until, and only to the extent that, this Warrant shall have been exercised.

6. Representations, Warranties and Covenants.

6.1 Representations and Warranties. The Holder represents that it is: (a) an "accredited investor" within the meaning of applicable United States securities laws, and has completed, executed and delivered to the Company the accredited investor certificate attached hereto as Schedule "A"; and (b) acquiring this Warrant and all equity securities issuable upon exercise hereof for its own account for investment and not with a view to or for sale in connection with any distribution thereof.

7. Lost Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon receipt of an indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender and cancellation of

such Warrant, the Company, at its expense, will make and deliver a new Warrant, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Warrant.

8. Modification and Waiver. Any term of this Warrant may be amended only with the written consent of the Company and the Holder. The observance of any term of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the waiving party.

9. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person, sent by facsimile transmission to the number set forth on the signature page hereof, or such other number as may hereinafter be designated in writing by the recipient to the sender, or duly sent by first class registered or certified mail, return receipt requested, postage prepaid, or overnight delivery service (e.g., Federal Express) addressed to such party at the address set forth on the signature page hereof or such other address as may hereinafter be designated in writing by the addressee to the addresser. All such notices and communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of facsimile transmission, on the date of transmission, and (c) in the case of mailing or delivery by service, on the date of delivery as shown on the return receipt or delivery service statement. An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this Section 9.5 if sent with return receipt requested to the electronic mail address specified on the signature page hereof. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive notice on paper, in a non-electronic form ("Non-Electronic Notice"), which shall be sent to the requesting party within ten (10) days of receipt of the written request for Non-Electronic Notice.

10. Titles and Subtitles; Governing Law; Venue. The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. This Warrant is to be construed in accordance with and governed by the internal laws of the State of New York without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Company and the Holder. All disputes and controversies arising out of or in connection with this Warrant shall be resolved exclusively by the state and federal courts located in New York County in the State of New York, and each of the Company and the Holder hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its officers, thereunto duly authorized as of the date first above written.

CATCH THE WIND LTD.

By:

Title: _____

FORM OF SUBSCRIPTION
(To be signed only upon exercise of Warrant)

To: _____

The undersigned, the holder of a right to purchase common shares of Catch the Wind Ltd. (the "Company") pursuant to that certain Warrant to Purchase Common Shares of Catch the Wind Ltd. (the "Warrant"), dated as of _____, 2012, hereby irrevocably elects to exercise the purchase right represented by such Warrant for, and to purchase thereunder, _____ (_____) common shares of the Company and herewith makes payment of _____ Dollars (\$_____) therefor.

The undersigned represents that it is acquiring such securities for its own account for investment and not with a view to or for sale in connection with any distribution thereof and in order to induce the issuance of such securities makes to the Company, as of the date hereof, the representations and warranties set forth in Section 6.1 of the Warrant.

DATED: _____, 20__

INSITE PARTNERS LLC

By:
Name:
Title:

ACKNOWLEDGMENT

To: _____

The undersigned hereby acknowledges that as of the date hereof, _____ (_____) common shares remain subject to the right of purchase in favor of _____ pursuant to that certain Warrant to Purchase Common Shares of Catch the Wind Ltd., dated as of _____, 2012.

DATED: _____, 20__

CATCH THE WIND LTD.

By:
Name:
Title:

SCHEDULE "A"

ACCREDITED INVESTOR CERTIFICATE

TO: Catch the Wind Ltd. (the "Issuer")

RE: Acquisition of Securities (the "Securities") of the Issuer

TO BE COMPLETED BY HOLDERS RESIDENT IN THE UNITED STATES OF AMERICA WHO ARE ACCREDITED INVESTORS

In connection with the acquisition by the undersigned (the "Holder") of the Securities, the Holder, on its own behalf and on behalf of each of the beneficial purchasers for whom the Holder is acting, hereby represents, warrants, covenants and certifies to the Issuer, and acknowledges that the Issuer and its counsel are relying thereon, that:

- (a) the Holder is resident in the United States or is otherwise subject to applicable securities laws of the United States;
- (b) the Holder was offered the Securities in the state listed in the Holder's permanent address as provided to the Issuer and intends that the securities laws of that State govern the Holder's subscription;
- (c) the Holder understands that: (i) no federal or state agency has passed upon the Securities or made any findings or determination as to the fairness of an investment in the Securities; and (ii) the representations, warranties, agreements, undertakings and acknowledgments made by the Holder in this Certificate will be relied upon by the Issuer in determining the Holder's suitability as a purchaser of the Securities and the Issuer's compliance with U.S. federal and state securities laws, and shall survive the Holder's acquisition or disposition of the Securities; and
- (d) the Holder (and if the Holder is acting on behalf of a principal, then also the principal for whom the Holder is acting) satisfies one or more of the categories of "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), by virtue of the Holder (and any principal for whom the Holder is acting) being:

[please indicate "PUR" for Holder, and if acting on behalf of one or more beneficial purchaser, "BP" for each beneficial purchaser]

_____ Category 1. An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Securities, with

total assets in excess of US\$5,000,000;

_____ Category 2. A natural person whose individual net worth or joint net worth with that person's spouse, at the date hereof, exceeds US\$1,000,000

Note: For purposes of calculating "net worth" under this Category:

- (i) The person's primary residence shall not be included as an asset;
- (ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- (iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

_____ Category 3. A natural person who had an individual income in excess of US\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

_____ Category 4. A trust that: (a) has total assets in excess of US\$5,000,000, (b) was not formed for the specific purpose of acquiring the Securities, and (c) is directed in its purchases of securities by a person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in the Securities;

_____ Category 5. Any bank as defined in Section 3(a)(2) of the U.S. Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the United States Investment Company Act of 1940, as amended, or a business development company as

defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; or any employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors";

- _____ Category 6. Any director or executive officer of the Issuer;
- _____ Category 7. A private business development as defined in Section 202(a)(22) of the United States Investment Advisors Acts of 1940, as amended; or
- _____ Category 8. An entity, other than a trust, in which all of the equity owners satisfy the requirements of one or more of the foregoing categories.

If the undersigned is the Holder, it is making the above statement based on personal knowledge of its financial situation and has reviewed personal financial documentation with an accountant, financial advisor or other financial professional, if necessary, to determine that the above statement is true. If the undersigned is other than the Holder, it is making the above statement based on a review, if necessary, of the financial statements of the Holder for the most recently completed financial year and any interim financial statements prepared since the end of such financial year and has undertaken such other review and due diligence necessary to determine and certify that the Holder is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act, or any entity in which all of the equity owners are "accredited investors" under the U.S. Securities Act.

The Holder understands that the Issuer is relying on this certificate as evidence of the Holder's status as an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act.

DATED at this ____ day of _____, 2012.

Signature of Holder (if an individual)

Name of Holder (if not an individual)

Name of Holder (if an individual)

Per: _____
(Signature of Authorized Representative)

Name and Title of Authorized Representative

EXHIBIT C

RIGHT TO PURCHASE NEW SECURITIES

1. Right of First Offer. Subject to the terms and conditions specified in this Exhibit C, the Parent hereby grants to InSite a right of first offer with respect to future sales by the Parent of its New Issue Shares (as hereinafter defined). Each time the Parent proposes to offer any shares of, or securities convertible into or exchangeable or exercisable for any shares of, any class of its capital stock (the “New Issue Shares”), the Parent shall first make an offering of such New Issue Shares to InSite in accordance with the following provisions:

1.1 The Parent shall deliver a notice to InSite stating: (i) its bona fide intention to offer such New Issue Shares, (ii) the number of such New Issue Shares to be offered, and (iii) the price, terms and conditions upon which it proposes to offer such New Issue Shares (“First Offer Notice”).

1.2 By written notification received by the Parent, within twenty (20) calendar days after receipt of the First Offer Notice, InSite may elect to purchase or obtain, at the price and on the terms specified in the Notice, up to 10% of the New Issue Shares.

1.3 In the event that InSite does subscribe for all New Issue Shares that InSite is entitled to obtain pursuant to Section 1.2, the Parent may, during the one hundred and twenty (120) day period following the expiration of the period provided in Section 1.2 hereof, offer the remaining unsubscribed portion of the New Issue Shares to any person or persons at a price not less than, and upon terms no more favorable to the offeree than those specified in the First Offer Notice.

1.4 The right of first offer in this Exhibit C shall not be applicable to:

(a) the issuance of shares of securities pursuant to a split or subdivision of the outstanding shares of the Parent or the determination of holders of shares of the Parent entitled to receive a dividend or other distribution payable in additional shares of the Parent or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of the Parent (hereinafter referred to as “*Share Equivalents*”) without payment of any consideration by such holder for the additional shares or Share Equivalents (including any additional shares issuable upon conversion or exercise thereof);

(b) the issuance of shares or options therefor to employees, consultants, officers, directors or vendors (if in transactions with primarily non-financing purposes) of the Parent directly or pursuant to a stock option plan or other equity compensation plan approved by the Board; or

(c) the issuance of shares pursuant to the conversion or exercise of convertible or exercisable securities outstanding as of the Effective Date or subsequently issued in accordance with this Exhibit C.