AGENCY OFFERING AGREEMENT

THIS AGREEMENT dated for reference the 31st day of January, 2008.

BETWEEN:

WOLVERINE MINERALS CORP., of Suite 1205 – 789 West Pender Street, Vancouver, British Columbia, V6C 1H2

(the "Issuer")

AND:

PI FINANCIAL CORP., of 1900 – 666 Burrard Street, Vancouver, British Columbia, V6C 3N1

(the "Agent")

WHEREAS:

A. The Issuer wishes to raise money for the purposes set forth in its Prospectus, which is to be filed by the Issuer with the Regulatory Authorities, by offering for sale certain of its securities;

B. The Issuer wishes to appoint the Agent to distribute those securities and to provide advice in connection with the Issuer's listing application with the TSX Venture Exchange, and the Agent is willing to accept the appointment on the terms and conditions of this Agreement;

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

In this Agreement:

(a) "Acts" means the Securities Acts or equivalent securities legislation, together with the regulations and rules made thereunder, of the Qualifying Jurisdictions;

(b) "Agent" means PI Financial Corp.;

(c) "Agent's Commission" means the commission payable by the Issuer to the Agent pursuant to subsection 3.1;

(d) "Agent's Options" means the options of the Issuer to be issued to the Agent pursuant to subsection 3.2;

(e) “Alternative Transaction” means (a) a merger, amalgamation, arrangement, business combination, take–over bid, insider bid, issuer bid, reorganization, joint venture, sale or any similar transaction involving the Issuer or any of its affiliates; or (b) a sale of all or some of its assets;

(f) “Applicable Securities Laws” means the Acts and the respective regulations, rules, instruments, blanket rulings and orders made thereunder, together with applicable published fee schedules, prescribed forms, policy statements and other regulatory instruments of the Commissions;

(g) “Certificates” means the certificates representing the Shares in the names and denominations directed by the Agent, and the certificates representing the Agent’s Options in the names and denominations directed by the Agent;

(h) “Closing Date” has the meaning ascribed thereto in subsection 7.3;

(i) “Closing Time” has the meaning ascribed thereto in subsection 7.3;

(j) “Commissions” means the British Columbia, Alberta and Ontario Securities Commissions;

(k) “Common Shares” means the common shares in the capital of the Issuer;

(l) “Corporate Finance Fee” means the $21,000 (inclusive of GST) which is payable by the Issuer to the Agent in partial consideration of the services performed by the Agent under this Agreement;

(m) “Effective Date” means the date on which a receipt for the Final Prospectus is issued by or on behalf of the Commissions;

(n) “Exchange” means the TSX Venture Exchange;

(o) “Final Prospectus” means the final prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(p) “Listing Date” means the date the Shares are listed for trading on the Exchange;

(q) “Material Change” has the meaning ascribed thereto in the Acts;

(r) “Material Fact” has the meaning ascribed thereto in the Acts;

(s) “Offering” means the offering of up to 4,000,000 Shares under the Prospectus;

(t) “Offering Price” means the price at which the Shares are offered for sale under the Prospectus, being $0.25 per Share;

(u) "Option Shares" means the previously unissued Common Shares in the capital of the Issuer, as presently constituted, which may be issued upon the exercise of the Agent's Options;

(v) "Preliminary Prospectus" means the preliminary prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

(w) "Proceeds" means the gross proceeds of the Offering, less;

(i) that portion of the Agent's Commission payable in cash;

(ii) the expenses of the Agent, including the reasonable fees and disbursements of the Agent's legal counsel, incurred in connection with the Offering and not repaid by the Issuer; and

(iii) any amount attached by garnishing order or other form of attachment in accordance with section 12;

(x) "Prospectus" means the Preliminary Prospectus and Final Prospectus, as applicable, filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering, and the qualification of the issuance of the Shares and the Agent's Options and any amendments thereto which may be filed with the Regulatory Authorities;

(y) "Qualifying Jurisdictions" means the Provinces of British Columbia, Alberta and Ontario and such other jurisdictions where the Offering may legally be sold as determined by the Issuer and the Agent;

(z) "Regulatory Authorities" means the Commissions and the Exchange;

(aa) "Securities" means the Shares and the Agent's Options; and

(bb) "Shares" means the Common Shares to be sold under the Offering.

2. APPOINTMENT OF AGENT

2.1 The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Issuer and to offer the Shares for sale pursuant to the Prospectus at the Offering Price on a commercially reasonable efforts basis.

2.2 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.

2.3 The Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, the fees of whom shall be the responsibility of the Agent and who may or who may not be offered part of the commissions or securities to be received by the Agent pursuant to this Agreement.

2.4 If the Agent determines in its sole judgement that particular experience or technical expertise is necessary for the Agent to carry out its obligations under this Agreement, then the Agent may engage third party experts, at the Issuer's expense, to prepare assessment or technical reports relating to the Issuer and its business.

3. AGENT'S COMMISSION AND FEES

3.1 The Issuer will pay the Agent a cash commission (the "Agent's Commission") equal to 10% of the gross proceeds of the sale of the Shares, whether purchased by the Agent for its own account or for its clients or purchased by other members of the Exchange for their own accounts or for their respective clients payable in cash, or in whole or in part, in Shares at a deemed price of $0.25 per Share.

3.2 As further consideration for the Agent assisting the Issuer in connection with the Offering, the Issuer will issue to the Agent (or to members of the Agent's selling group in such amounts as the Agent directs) Agent's Options, entitling the holders thereof to purchase for a period of 12 months such number of Option Shares as is equal to 10% of the number of Shares sold under the Offering at a price of $0.25 per Option Share.

3.3 The Issuer will also pay the Agent on the Closing Date, the Corporate Finance Fee of $21,000 (inclusive of GST).

3.4 The terms governing the Agent's Options will be set out in the certificates representing the Agent's Options, the form of which will be subject to the approval of the Issuer and the Agent, acting reasonably, and will include provisions for the appropriate adjustment in the class, number and price of the shares issuable upon exercise of the Agent's Options upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the shares, payment of stock dividends or amalgamation of the Issuer.

3.5 The issue of the Agent's Options will not restrict or prevent the Issuer from obtaining any other financing, nor from issuing additional securities or rights during the period within which the Agent's Options are exercisable.

4. OFFERING TERMS

4.1 The Agent will offer the Shares for sale at the Offering Price in the Qualifying Jurisdictions on a commercially reasonable efforts basis in accordance with the Applicable Securities Laws and the policies of the Exchange.

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

(a) payment of the aggregate subscription price in a manner acceptable to the Agent; and

(b) such documents, certificates and forms as, in the opinion of the Agent, may be required.

4.3 The Offering is not subject to a minimum subscription amount.

4.4 All funds received by the Agent for subscriptions will be held in trust by the Agent or placed in trust with the Issuer's registrar and transfer agent pending completion of the Offering.

4.5 Notwithstanding any other term of this Agreement, all subscription funds received by the Agent or the Issuer's registrar and transfer agent will be returned to the subscribers if the Offering does not close for any reason.

5. FILING OF PROSPECTUS AND CONDUCT OF THE OFFERING

5.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Prospectus to the Regulatory Authorities and will use its best efforts to have the Prospectus accepted by the Regulatory Authorities and have the Commissions issue receipts for the Preliminary Prospectus and the Final Prospectus.

5.2 The Issuer will provide the Agent with as many copies of the Prospectus as the Agent reasonably requests and the Agent will deliver to each purchaser a copy of the Prospectus sufficiently in advance of the Closing Date such that all withdrawal rights under the Applicable Securities Laws will have expired by the Closing Time.

5.3 Prior to the Effective Date, the Issuer will apply to the Exchange for a conditional acceptance of the listing of the Shares and the Option Shares, and, provided that the Issuer is not in breach of its obligations under this Agreement, the Agent will use its commercially reasonable efforts to cause all such documents to be filed by it with the Exchange as may be required by the rules and policies of the Exchange.

5.4 Following the Effective Date and after consulting with the Exchange, the Issuer and the Agent will set the Closing Date and the Closing Time. The Closing Date will not be later than the date that is 90 days following the date of the receipt for the Final Prospectus.

5.5 If, after the Prospectus is first filed with the Regulatory Authorities but before the conclusion of the distribution of the Shares under the Prospectus, a material change (as defined in the Acts) occurs in the affairs of the Issuer, the Issuer will:

(a) notify the Agent immediately, in writing, with full particulars of the change;

(b) if required by Applicable Securities Laws, file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus, in a form acceptable to the Agent disclosing the material change; and

(c) provide as many copies of that amendment to the Agent, as the Agent may reasonably request.

5.6 After the Offering is completed, the Issuer and the Agent will forthwith file any documents required by the Exchange necessary to permit the Shares to commence trading on the Exchange.

6. OPINIONS AND CERTIFICATES

6.1 Prior to the Agent executing the Agent's certificate attached to the Final Prospectus, the Issuer will deliver the following documents to the Agent and its legal counsel in forms acceptable to them:

(a) a comfort letter of the auditor of the Issuer, dated as of the date of the Final Prospectus and addressed to the Agent and its legal counsel, relating to the accuracy of the financial statements forming part of the Prospectus and the accuracy of the financial, numerical and certain other information disclosed in the Final Prospectus (the "Comfort Letter");

(b) a certificate of the Issuer, dated as of the date of the Final Prospectus and signed by the chief executive officer and the chief financial officer of the Issuer or by such other officer approved by the Agent, certifying certain facts relating to the Issuer and its affairs (the "Officers' Certificate"); and

(c) an opinion of counsel for the Issuer addressed to the Agent and its legal counsel providing a report on the Issuer's title to the material properties of the Issuer disclosed in the Prospectus (the "Title Opinion").

6.2 On the Closing Date, the Issuer will deliver to the Agent:

(a) the Officers' Certificate, updated to the Closing Date;

(b) a "bring-down" version of the Comfort Letter;

(c) an opinion of legal counsel for the Issuer addressed to the Agent and its legal counsel relating to any legal matter in connection with the Prospectus and the creation, issuance and sale of the Securities for which the Agent may reasonably request an opinion;

(d) an updated title Opinion updated to the Closing Date; and

(e) documents evidencing the necessary approval of the Regulatory Authorities for the Offering and the listing of the Shares and the Option Shares on the Exchange.

6.3 The Issuer will also deliver any other certificates, comfort letters or opinions in connection with any matter related to the Offering or the Prospectus which are reasonably requested by the Agent or its legal counsel.

7. CONDITIONS OF CLOSING AND CLOSING

7.1 The Agent’s obligations under this Agreement are conditional upon and subject to the fulfilment of the following conditions before the Closing Time, which conditions the Issuer covenants to use its best efforts to fulfil or cause to be fulfilled before the Closing Time:

(a) all actions required to be taken by or on behalf of the Issuer, including the passing of all requisite resolutions of directors of the Issuer, will have been taken so as to approve the Prospectus and to validly create and distribute the Securities;

(b) the Issuer will have made all necessary filings with and obtained all necessary approvals, consents and acceptances from the Commissions and the Exchange for the Prospectus and to permit the Issuer to fulfil its obligations hereunder;

(c) the Shares and the Option Shares will have been conditionally accepted for listing on the Exchange; and

(d) the comfort letters, certificates, opinions and other documents contemplated by section 6 of this Agreement will have been delivered to the Agent and its legal counsel.

7.2 The Agent’s obligations under this Agreement with respect to acting as agent for the purposes of the Offering are also conditional upon and subject to: (a) the Issuer allowing the Agent and its representatives to conduct all due diligence which the Agent may reasonably require in connection with the Offering; and (b) prior to the filing of the Final Prospectus, the Agent’s due diligence review not revealing any material adverse information or fact which is not generally known to the public which might, as determined in the sole discretion of the Agent, adversely affect the value or market price of the Shares or the investment quality or marketability of the Shares.

7.3 The Offering will be completed at the offices of the Issuer’s legal counsel at such time (the “Closing Time”) and on such date (the “Closing Date”) as may be agreed to by the Issuer and the Agent in consultation with the Exchange; provided, however, that if the Issuer has not been able to comply with any of the covenants or conditions set out herein required to be complied with by the Closing Time and Closing Date or such other date and time as may be mutually agreed to, the respective obligations of the parties will terminate without further liability or obligation except for obligations of the Issuer with respect to the payment of expenses and indemnity and contribution provided for in this Agreement.

7.4 The Issuer will, on the Closing Date, deliver the Certificates, through its registrar and transfer agent to the Agent against payment of the Proceeds.

7.5 If the Issuer has satisfied all of its obligations under this Agreement, the Agent will, on the Closing Date, pay the Proceeds to the Issuer against delivery of the Certificates.

8. ISSUER OBLIGATIONS

8.1 The Issuer covenants and agrees with the Agent to not directly or indirectly issue, sell, offer, grant an option in respect of or otherwise dispose of, or agree to, or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or financial instruments convertible or exchangeable into common shares (other than for purposes of exercising existing stock options issued pursuant to the Issuer's stock option plan, the grant of new stock options in the normal course of business or pursuant to existing property agreements to which the Issuer is a party) not disclosed in the Prospectus for a period of 180 days from the Closing Date without the prior written consent of the Agent, such written consent not to be unreasonably withheld.

8.2 The Issuer further covenants and agrees with the Agent to make whatever arrangements are necessary with its auditors to permit its auditors to participate in any due diligence investigations or meetings requested by the Agent in connection with the Offering.

9. TERMINATION

9.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time before the Closing Date if, as determined in the sole discretion of the Agent:

(a) there is an event, accident, act of terrorism, public protest, governmental law or regulation or other occurrence of any nature which, in the sole opinion of the Agent, seriously affects or will seriously affect the financial markets or the business of the Issuer or the ability of the Agent to perform its obligations under this Agreement;

(b) the Shares cannot, in the opinion of the Agent, be practicably or profitably marketed due to the state of the financial markets;

(c) following a consideration of the history, business, products, property or affairs of the Issuer or its principals and promoters, or of the state of the financial markets in general, or the state of the market for the Issuer's securities in particular, the Agent determines, in its sole discretion, that it is not in the interest of the purchasers to complete the purchase and sale of the Shares;

(d) an enquiry or investigation (whether formal or informal) in relation to the Issuer, or any of the Issuer's directors or officers, is commenced or threatened by an officer or official of any competent authority; or

(e) a material adverse change or an adverse change in a material fact occurs, or is likely to occur, in the business, affairs, capital or share ownership of the Issuer.

9.2 The Agent may terminate its obligations under this Agreement at any time if:

(a) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Issuer is made by a competent regulatory authority and that order is still in effect;

(b) the Issuer is in breach of any term of this Agreement in any material respect;

(c) the Agent determines that any of the representations or warranties made by the Issuer in this Agreement is false or has become false in any material respect;

(d) the Agent is advised that the Exchange will not approve the listing of the Shares; or

(e) the Agent is not, in its sole discretion, satisfied with the results of its due diligence review of the Issuer.

9.3 This Agreement will terminate if the Effective Date has not occurred within 120 days of the reference date of this Agreement or by such other date as may be agreed to by the Issuer and the Agent.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Issuer represents and warrants to the Agent that:

(a) the Issuer is a valid and subsisting corporation duly incorporated, continued or amalgamated, as the case may be, and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated;

(b) the Issuer is duly registered or licenced to carry on business in each jurisdiction in which it carries on business or owns property;

(c) the authorized and issued capital of the Issuer is as disclosed in the Prospectus and the issued Common Shares of the Issuer are validly issued, fully paid and non-assessable;

(d) except as disclosed in the Prospectus, there are no outstanding options, agreements or rights of any kind whatsoever to acquire Common Shares or any other securities of the Issuer;

(e) except as disclosed in the Prospectus, the Issuer is the beneficial owner of the properties, business and assets or the interests in the properties, business or assets referred to in the Prospectus, free of any mortgage, charge, lien or other encumbrance; all agreements by which the Issuer holds an interest in a material property, business or asset are in good standing according to their terms, and such properties are in good standing under the applicable laws of the jurisdictions in which they are situated;

(f) the Issuer holds either freehold title, mining leases, mining claims or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in properties in which it has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit it to explore the minerals relating thereto, all such property, leases or claims and all property, leases or claims in which it has any interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting, it has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which it has an interest granting it the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of the rights and interest therein of it, with only such exceptions as do not materially interfere with the use made by it of the rights or interests so held, and, except as disclosed in the Prospectus, each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in its name;

(g) the Prospectus contains full, true and plain disclosure of all "material facts", within the meaning of the Acts, relating to the Issuer, its businesses and securities, and contains no "misrepresentations", within the meaning of the Acts;

(h) the financial statements of the Issuer which form part of the Prospectus accurately reflect the financial position of the Issuer at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer since that date, except as fully and plainly disclosed in the Prospectus;

(i) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws, including, without limitation, the Acts and the *Business Corporations Act* (British Columbia) in relation to the issue and trading of its securities and all matters relating to the Offering;

(j) the issue and sale of the Securities by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Issuer's incorporating documents or any agreement or instrument to which the Issuer is a party;

(k) upon their issuance, the Shares and all Common Shares that may be issued upon the due exercise (including payment of the exercise price per Common Share) of the Agent's Options will be validly issued as fully paid and non-assessable common shares of the Issuer;

(l) except as disclosed in the Prospectus, the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened;

(m) except as disclosed in the Prospectus:

(i) none of the directors or officers of the Issuer, is indebted or under financial obligation to the Issuer, on any account whatsoever; and

(ii) the Issuer has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation of any kind whatsoever;

(n) all tax returns, reports, elections, remittances and payments of the Issuer, required by law to have been filed or made, have been filed or made and are substantially true, complete and correct and all taxes of the Issuer, have been paid or accrued and are reflected in the financial statements which form part of the Prospectus;

(o) the Issuer has made adequate provision for taxes payable for the current period for which tax returns are not yet required to be filed and the Issuer is not aware of any contingent tax liability affecting the Issuer;

(p) except as disclosed to the Agent, to the best of its knowledge, the Issuer has not:

(i) made any election under Section 85 of the Income Tax Act (Canada) (the "Tax Act") with respect to the acquisition or disposition of any property; or

(ii) acquired any property from a person with whom it was not dealing at arm's length for proceeds greater than the fair market value thereof, or disposed of any property to any such person for proceeds less than the fair market value thereof;

(q) there is not presently, and will not be until the completion of the Offering, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed to the Agent;

(r) any and all operations of the Issuer have been conducted in accordance with good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authority;

(s) the Issuer holds all material licenses and permits that are required for carrying on its business in the manner in which such business has been carried on and each of the foregoing is in full force and effect;

(t) the Issuer (i) is in material compliance with any and all applicable foreign, federal, provincial, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) has received all material permits, licenses or other approvals required of it under applicable

Environmental Laws to conduct its business, and (iii) is in material compliance with all terms and conditions of any such permit, licences or approval;

(u) the minute books of the Issuer as provided or made available to the Agent or its legal counsel are true and correct in all material respects and contain all the resolutions of its respective directors and shareholders;

(v) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein;

(w) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings are contemplated or have been threatened which are not disclosed in the Prospectus;

(x) there are no judgements against the Issuer which are unsatisfied, nor is the Issuer subject to any consent decrees or injunctions;

(y) Pacific Corporate Trust Company has been duly appointed as the registrar and transfer agent of the Common Shares;

(z) this Agreement has been authorized by all necessary corporate action on the part of the Issuer;

(aa) the Issuer has set aside sufficient shares in its treasury to issue the Shares and the Option Shares; and

(bb) the representations and warranties in this section are true and correct and will remain so at all times up to and including the Closing Time.

10.2 The Agent represents and warrants to the Issuer that:

(a) it is a valid and subsisting corporation duly incorporated, continued or amalgamated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;

(b) it is a dealer duly registered under the Applicable Securities Laws of the Provinces of British Columbia, Alberta and Ontario;

(c) it is a member in good standing of the Exchange;

(d) this Agreement has been authorized by all necessary corporate action on the part of the Agent; and

(e) it has complied with and will fully comply with the requirements of the Applicable Securities Laws in the jurisdictions where it is registered in relation to all matters relating to the Offering.

11. EXPENSES OF AGENT

11.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering and its services provided under this Agreement, whether or not it is completed, including, without limitation, marketing costs, due diligence costs, travel costs, the fees and the reasonable expenses of the legal counsel for the Agent and the fees and expenses of any experts or third parties engaged by the Agent, expenses incurred in conducting background checks on the existing or proposed directors, officers and promoters of the Issuer, long distance telephone, courier, photocopying, fax and similar expenses.

11.2 The Issuer will pay the expenses referred to in the previous subsection even if the Prospectus or this Agreement are not accepted by the Regulatory Authorities or the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

11.3 The Agent may, from time to time, render accounts for its expenses to the Issuer for payment on or before the dates set out in the accounts.

11.4 The Issuer authorizes the Agent to deduct its expenses in connection with the Offering from the proceeds of the Offering and any advance payments made by the Issuer, including expenses for which an account has not yet been rendered to the Issuer.

12. GARNISHING ORDERS

12.1 If at any time, up to and including the Closing Time, the Agent receives a garnishing order or other form of attachment purporting to attach or garnish a part or all of the sale price or exercise price of any of the Shares, the Agent will be free, and is hereby authorized by the Issuer, to pay the amount purportedly attached or garnished into court.

12.2 Any payment by the Agent into court contemplated in this Agreement will be deemed to have been received by the Issuer as payment by the Agent against the sale price of the Shares to the extent of the amount paid, and the Issuer will be bound to issue and deliver the Shares proportionately to the amount paid by the Agent.

12.3 The Agent will not be bound to ascertain the validity of any garnishing order or attachment, or whether in fact it attaches any monies held by the Agent, and the Agent will be free to act with impunity in replying to any garnishing order or attachment.

12.4 The Issuer will release, indemnify and save harmless the Agent in respect of all damages, costs, expenses or liability arising from any acts of the Agent under this section.

13. INDEMNITY AND CONTRIBUTION

13.1 The Issuer and its subsidiaries or affiliated companies, as the case may be, (collectively, the “Indemnitors”) hereby agree to indemnify and hold the Agent and each of its subsidiaries and affiliates, and each of their directors, officers, employees and agents (hereinafter referred to as the "Personnel") harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agent and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance or professional services rendered to the Indemnitor by the Agent and its Personnel hereunder (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agent and/or its Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(a) the Agent and/or its Personnel have been negligent or have committed wilful misconduct or any fraudulent act in the course of such performance; and

(b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, wilful misconduct or fraud referred to in (a).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action or litigation that may be threatened or brought against the Agent and/or its Personnel.

13.2 If for any reason (other than the occurrence of any of the events itemized in 13.1(a) and 13.1(b) above), the foregoing indemnification is unavailable to the Agent or any Personnel or is insufficient to hold the Agent or any Personnel harmless as a result of such expense, loss, claim, damage or liability, the Indemnitor, the Agent and such Personnel will contribute to such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agent or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agent or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agent hereunder.

13.3 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor, the Agent and/or any of its Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such entity shall investigate the Indemnitor, the Agent and/or any Personnel of the Agent shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor, the Agent shall have the right to employ its own counsel in connection therewith provided that the Agent acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Indemnitor as they occur.

13.4 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of its Personnel or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agent will notify the Indemnitor in writing of the commencement thereof, and throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agent to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agent and/or any such Personnel. The Indemnitor shall on behalf of itself and the Agent, and/or any such Personnel, as applicable, be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agent and/or any such Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agent and/or any such Personnel, as applicable, and none of the Agent and/or any such Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agent and its Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agent and its Personnel act reasonably in selecting such counsel.

13.5 The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability, which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agent, and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional service rendered under this Agreement.

14. RIGHT OF FIRST REFUSAL

14.1 The Issuer will notify the Agent of the terms of any further brokered equity financing that it requires or proposes to obtain during the 12 months following the Closing Date and the Agent will have the right of first refusal to act as lead selling agent in connection with any such financing.

14.2 The right of first refusal described above in subsection 14.1 must be exercised by the Agent within 15 days following the receipt of the notice referred to in subsections 14.1 by notifying the Issuer that it will act as lead selling agent on the terms set out in the notice or subject to agreeing to the terms and conditions, as the case may be.

14.3 If the Agent fails to give notice within the 15 days that it will act as lead selling agent for such financing upon the terms set out in the notice, the Issuer will then be free to make other arrangements to obtain financing from another source on the same terms or on terms no less favourable to the Issuer.

14.4 The right of first refusal will not terminate with respect to any future offerings if, on receipt of any notice from the Issuer under this Section, the Agent fails to exercise the right.

14.5 The right of first refusal granted under this Section will terminate if the Offering is not completed within the period provided in this Agreement.

15. ALTERNATIVE TRANSACTIONS

If the Offering does not proceed (other than by reason that the Agent determines not to proceed with the Offering) and, within 18 months after the termination of this agreement, the Issuer or any of its affiliates enters into an agreement in respect of, or makes a public announcement in respect of, an Alternative Transaction, the Issuer agrees to pay a work fee equal to the aforementioned fees pursuant to subsections 3.1 and 3.3 based on an Offering size of $1,000,000, payable to the Agent at the time the Alternative Transaction is completed.

16. PRESS RELEASES

16.1 Subject to compliance with applicable law, any press release of the Issuer relating to the Offering or issued before the Closing Date will be provided in advance to the Agent, and the Issuer will use its reasonable best efforts to agree to the form and content thereof with the Agent prior to the release thereof.

16.2 In order to comply with applicable U.S. securities laws, no press release will be issued by the Issuer concerning the Offering during the offering period to the United States or to newswire services for distribution to the United States, and any press release issued by the Issuer concerning the Offering shall include the following:

> *"This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws and may not be offered or sold within the United States or to U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available."*

17. NOTICE

Any notice or other communication to be given hereunder shall be addressed and delivered to:

in the case of the Issuer:

Wolverine Minerals Corp.
Suite 1205 – 789 West Pender Street
Vancouver, British Columbia V6C 1H2
(Fax No.: 604-685-9182)

Attention: Thomas A. Doyle

with a copy to:

Gregory T. Chu, A Law Corporation
Suite 650 – 1188 West Pender Street
Vancouver, British Columbia V6E 4A2
(Fax No.: 604-531-6885)

Attention: Gregory T. Chu

and in the case of the Agent:

PI Financial Corp.
Suite 1900, 666 Burrard Street
Vancouver, British Columbia V6C 3N1
(Fax No.: 604-664-3660)

Attention: Carol Ellis

with a copy to:

McCullough O’Connor Irwin LLP
1100 – 888 Dunsmuir Street
Vancouver, British Columbia V6C 3K4
(Fax No.: 604-687-7099)

Attention: Victor J. O’Connor

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being telecopied and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the other in the manner provided for above of any change of address or telecopier number.

18. TIME

Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

19. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and indemnities of the parties contained in this Agreement will survive the closing of the purchase and sale of the Shares.

20. ENTIRE AGREEMENT

This Agreement contains the full agreement of the parties in respect of the subject matter hereof and supercedes and replaces the engagement letter dated September 25, 2006.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of such province will have jurisdiction over any dispute arising under this Agreement.

22. LANGUAGE

Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, feminine or the body corporate where required by the context.

23. ENUREMENT

This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

24. HEADINGS

The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

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

WOLVERINE MINERALS CORP.

"Thomas A. Doyle"
Authorized Signatory

PI FINANCIAL CORP.

"Bert Quattrociocchi"
Authorized Signatory