# AMENDING AGREEMENT

**THIS AGREEMENT** is dated January 16, 2012.

**BETWEEN:**

**WIND RIVER ENERGY CORP.**, a company incorporated pursuant to the laws of the Province of British Columbia with an address at 1010 – 609 Granville Street, Vancouver, British Columbia, V6C 1G5;

(the "**Company**")

**AND:**

**PAUL COX**, a business person, residing in Vancouver, British Columbia;

(the "**Consultant**")

**WHEREAS:**

A. The Company and the Consultant (each, a "**Party**") entered into an agreement on February 9, 2011 (the "**Consulting Agreement**");

B. The Company considers it essential to the best interests of its stockholders to attract top executives and to foster the continuous employment of key management personnel. In this connection, the Board of Directors of the Company (the "Board") recognizes that the possibility of a change of control may exist and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders; and,

C. The Parties wish to amend the Consulting Agreement to provide for an event of Change in Control, as defined below.

**THIS AGREEMENT WITNESSES** that in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Consulting Agreement is herby amended as follows:

A. Section 7.1 is replaced in its entirety by the following:

7.1 Termination with Cause. The Consultant may be terminated for Cause at any time, without notice or pay in lieu of such notice. "Cause" for this purpose means serious misconduct and actions constituting "cause" pursuant to applicable laws. The failure by the Company to rely on this provision in any given instance or instances, shall not constitute a precedent or be deemed a waiver.

B. Section 7.2 is replaced in its entirety by the following:

7.2 Without Cause. Subject to Section 7.6 (c), this Agreement may be terminated by either party without cause, through the delivery of written notice of termination at least thirty calendar days before such termination is to be effected and the payment of six months of the Consultant's fee by the Company to the Consultant.

C. The following is added to Section 7 as Section 7.6:

7.6 Change in Control.

(a) "**Change of Control**" of the Company means and includes each and all of the following occurrences:

(i) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent company) more than twenty percent (20%) of the total voting power represented by the voting securities of the Company or such surviving entity, or its parent company, outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company' s assets.

(ii) The acquisition by any Person or Persons acting as a group as Beneficial Owner, directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the total voting power represented by the Company' s then outstanding voting securities.

(iii) A change in the composition of the Board as a result of which fewer than a majority of the directors are "Incumbent Directors." "Incumbent Directors" means directors who either (A) are directors of the Company as of the date hereof or (B) are elected, or nominated for election, to the Board with the affirmative votes (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for election as a director without objection to such nomination) of at least three-quarters of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors of the Company).

(b) Any other provision of this Section 7.6 notwithstanding, the term Change in Control shall not include either of the following events undertaken at the election of the Company:

(i) Any transaction, the sole purpose of which is to change the jurisdiction of the Company's incorporation; or,

(ii) A transaction, the result of which is to sell all or substantially all of the assets of the Company to another corporation (the " surviving corporation" ); provided that the surviving corporation is owned directly or indirectly by the stockholders of the Company immediately following such transaction in substantially the same proportions as their ownership of the Company' s Common Stock immediately preceding such transaction; and provided, further, that the surviving corporation expressly assumes this Agreement.

(c) Either Party may terminate this Agreement in the event of a Change in Control immediately and without notice. If either the Consultant or the Company terminates this Agreement for any reason other than pursuant to Section 7.1 within twelve months following the event of a Change in Control, the Consultant shall receive the following from the Company as severance pay:

(i) an amount equal to two years' compensation as calculated pursuant to Section 5; and,

(ii) twenty percent (20%) of the amount payable in section 7(c)(i) above, in lieu of health insurance payments and other benefits.

(d) Withholding. All payments made by the Company to the Consultant pursuant to this section 7 shall be subject to all income and employment taxes withholding requirements applicable to the payments at the time they are made.

D. Section 13.13 of the Consulting Agreement is hereby replaced in its entirety by the following:

13.13 Successors. This Agreement may not be assigned by either Party without the written consent of the other, but shall be binding upon and enure to the benefit of the successors of the Parties.

2. MISCELLANEOUS PROVISIONS

A. Independent Legal Advice. The Consultant acknowledges that this Agreement has been prepared by the Company's solicitors and acknowledges that the Consultant has had sufficient time to review this Agreement thoroughly, that he or she has read and understood the terms of this Agreement and that the Consultant has been given the opportunity to obtain independent legal advice concerning the interpretation and effect of this Agreement prior to its execution.

B. Time. Time is of the essence of this Agreement.

C. Presumption. This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

D. Titles. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

E. Sections. All references herein to "Sections" means sections of this Agreement.

F. Further Action. The Parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

G. Good Faith, Cooperation and Due Diligence. The Parties covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the Parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

H. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

I. Assignment. This Agreement may not be assigned by either Party without the written consent of the other, but shall be binding upon and enure to the benefit of the successors of the Parties.

J. Notices. All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either Party may designate.

K. Entire agreement. This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties.

L. Waiver. A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

M. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one Party and faxed to another the Parties agree that a faxed signature shall be binding upon the Parties to this agreement as though the signature was an original.

N. Successors. The provisions of this Agreement shall be binding upon all Parties, their successors and assigns.

[Remainder of page left blank.]

O. Jurisdiction. The Parties hereby attorn the exclusive jurisdiction of the provincial and federal courts located in the city of Vancouver, British Columbia in relation to all disputes arising from the Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties as of the date first stated above.

**WIND RIVER ENERGY CORP.**

Per: ______________________________

Authorized Signatory

| | | |
|---|---|---|
| SIGNED and DELIVERED by **PAUL COX** in the presence of: | ) | |
| ______________________________ | ) | ______________________________ |
| Witness (Signature) | ) | **PAUL COX** |
| ______________________________ | ) | |
| Name (please print) | ) | |

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**WIND RIVER ENERGY CORP.**

Per:

______________________________________
Authorized Signatory

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|---|---|---|
| SIGNED and DELIVERED by **PAUL COX** in the presence of: | ) | |
| ___________________________<br>Witness (Signature) | ) | ___________________________<br>**PAUL COX** |
| CYRUS DRIVER<br>Name (please print) | ) | |