AGENCY AGREEMENT – UNIT PRIVATE PLACEMENT

THIS AGREEMENT dated for reference August 28, 2009 is made

AMONG:

COURTLAND CAPITAL CORP., a corporation incorporated under the laws of the Province of British Columbia, with an office at Suite 101, 100 East Cook Ave., Libertyville, Illinois 60048, U.S.A.

(the "**Issuer**")

AND:

FORCELOGIX, INC., a corporation under the laws of the State of Nevada with an office at Suite 301, 100 East Cook Avenue, Libertyville, Illinois 60048, U.S.A.

("**ForceLogix**")

AND:

BLACKMONT CAPITAL INC., a corporation with an office at 440-2nd Avenue S.W., Suite 2200, Calgary, Alberta T2P 5E9

(the "**Agent**")

WHEREAS:

A. The Issuer is a Capital Pool Company listed on the TSX Venture Exchange (the "**Exchange**") under the symbol "CTK.P";

B. The Issuer has entered into an amended and restated share exchange agreement dated August 28, 2009 with ForceLogix and the shareholders of ForceLogix, pursuant to which the Issuer will acquire all of the issued and outstanding securities of ForceLogix, subject to a number of terms and conditions, which acquisition, when completed, will constitute the Issuer's Qualifying Transaction in accordance with the Policy 2.4 - *Capital Pool Companies* of the Exchange's Corporate Finance Manual (the "**Qualifying Transaction**");

C. The Issuer has also appointed the Agent to distribute by way of private placement a minimum of 24,000,000 Units (as hereinafter defined) and a maximum of 30,000,000 Units, by way of TSX Venture Exchange Short Form Offering Document, and other exemptions for registration and prospectus requirements contain in National Instrument 45-106 "Prospectus and Registration Exemptions", the closing of which is subject to Exchange approval and the closing of the Qualifying Transaction.

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

In this Agreement and the Recitals hereto:

(a) "**Agent**" means Blackmont Capital Inc. and any sub-agents;

(b) “**Agent’s Commission**” means the commission payable by the Issuer to the Agent in consideration of the services performed by the Agent under this Agreement and as set out in paragraph 5.1(a);

(c) “**Agent’s Options**” means the options to purchase Common Shares to be issued as directed by the Agent pursuant to paragraph 5.1(b);

(d) “**Agent’s Option Shares**” means the previously unissued Common Shares which will be issued upon the exercise of the Agent’s Option;

(e) “**Agreement**” means this agreement;

(f) “**Applicable Legislation**” means the securities acts in the Selling Jurisdictions, together with all the regulations and rules made and promulgated thereunder and all administrative policy statements, instruments, blanket orders and rulings, notices and administrative directions issued by the Commissions;

(g) “**Closing**” means the completion of the sale of some or all of the Units to the Purchasers;

(h) “**Closing Date**” means the date or dates upon which the Closing occurs, or such other date as may be determined by the Issuer and the Agent or such other time as the parties may agree and Applicable Legislation may allow;

(i) “**Commissions**” means the securities commission or equivalent regulatory authority in the Selling Jurisdictions;

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

(k) “**Control Person**” has the meaning ascribed thereto in the Exchange Policies;

(l) “**Corporate Finance Fee**” means the corporate finance fee payable to the Agent pursuant to subsection 5.2;

(m) “**Disclosure Document**” means the Annual Information Form/Filing Statement dated August 28, 2009, prepared by the Issuer in respect of the Qualifying Transaction, pursuant to Policy 2.4 of the Exchange;

(n) “**Disclosure Record**” means the Issuer’s annual reports, financial statements, annual information forms, information circulars, material change reports, technical reports, press releases, prospectuses and all documents filed by the Issuer pursuant to its continuous disclosure obligations under Applicable Legislation;

(o) “**Due Diligence**” means appropriate due diligence on the Private Placement, the Qualifying Transaction and the SFOD that is generally in compliance with the relevant standards and guidelines applicable to sponsorship in accordance with Exchange policies;

(p) “**Exchange**” means the TSX Venture Exchange;

(q) “**Exchange Policies**” means the rules and policies of the Exchange;

(r) “**Exemptions**” means the exemptions from the registration and prospectus requirements of Applicable Legislation contained in sections 2.3, 2.10 and 5.2 of NI 45-106;

(s) “**Final Closing**” means the final Closing under the Private Placement;

(t) “**Final Exchange Bulletin**” means the Exchange bulletin which is issued following closing of the Qualifying Transaction and the submission of all required documentation and that evidences the final Exchange acceptance of the Qualifying Transaction;

(u) “**ForceLogix**” means ForceLogix, Inc.;

(v) “**Gross Proceeds**” has the meaning defined in NI 45-106;

(w) “**Listed Securities**” has the meaning defined in NI 45-106;

(x) “**Material Change**” has the meaning defined in Applicable Legislation;

(y) “**Material Fact**” has the meaning defined in Applicable Legislation;

(z) “**Misrepresentation**” has the meaning ascribed thereto by the Applicable Legislation;

(aa) “**Nanotech**” means Nanotech Sciences Corp., a Third Party CPC;

(bb) “**NI 45-106**” means National Instrument 45-106 *Prospectus and Registration Exemptions*;

(cc) “**Notice**” has the meaning ascribed thereto in subsection 10.1;

(dd) “**Prior Offering**” means a distribution of securities by the Issuer under a SFOD that was completed during the 12-month period immediately preceding the date of the SFOD contemplated under this Agreement;

(ee) “**Private Placement**” means offering of the Units on the terms and conditions of this Agreement;

(ff) “**Purchasers**” means the purchasers of Units pursuant to the Private Placement;

(gg) “**Qualifying Transaction**” means the acquisition of ForceLogix pursuant to Policy 2.4 – *Capital Pool Companies* of the Exchange’s Corporate Finance Manual;

(hh) “**Regulation S**” means Regulation S promulgated under the *Securities Act of 1933* (United States), as amended;

(ii) “**Regulatory Authorities**” means the Commissions and the Exchange;

(jj) “**Resulting Issuer**” means the Issuer as constituted or reorganized on the closing of the Qualifying Transaction;

(kk) “**Securities**” means collectively, the Units, the Unit Shares, the Warrants, the Warrant Shares, the Agent’s Options and the Agent’s Option Shares;

(ll) “**Selling Jurisdictions**” means Alberta and British Columbia, and any offshore jurisdictions where the Units may be lawfully sold;

(mm) “**SFOD Exemption**” means the exemptions from the registration and prospectus requirements of Applicable Legislation contain in Section 5.2 of NI 45-106;

(nn) “**SFOD**” means a short form offering document prepared in accordance with the SFOD Policy, including all documents incorporated by reference therein and any Subsequently Triggered Reports;

(oo) “**SFOD Policy**” means Exchange Policy No. 4.6 or any successor policy, and any amendments thereto made in accordance with NI 45-106;

(pp) “**Subsequently Triggered Report**” means a material change report required to be filed with the Commissions no later than 10 days after a Material Change, as a result of a Material Change that occurs after the date the SFOD is certified but before the purchaser enters into an agreement of purchase and sale;

(qq) “**Third Party CPCs**” means the capital pool companies that agree to purchase units pursuant to the Private Placement;

(rr) “**Time of Closing**” means 10:00 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Issuer and the Agent may agree;

(ss) “**Transaction**” means the acquisition by the Issuer of all the issued and outstanding securities of ForceLogix, which acquisition, when completed, will constitute the Issuer’s Qualifying Transaction;

(tt) “**Trustee**” means Computershare Trust Company of Canada, a trust company having an office in the City of Vancouver, in the Province of British Columbia;

(uu) “**Units**” means the minimum of 24,000,000 units and the maximum of 30,000,000 units of the Issuer to be offered by the Issuer pursuant to this Agreement having the terms provided in this Agreement;

(vv) “**Unit Price**” has the meaning ascribed to it in section 2.1;

(ww) “**Unit Share**” means the previously unissued Common Shares forming a part of the Units;

(xx) “**Warrant Exercise Price**” has the meaning ascribed to it in section 4.2;

(yy) “**Warrant Indenture**” means the indenture between the Issuer and the Trustee to be entered into on or before the Closing Date which indenture will govern the Warrants;

(zz) “**Warrant Shares**” means the previously unissued Common Shares which will be issued on exercise of the Warrants; and

(aaa) “**Warrants**” means the non-transferable share purchase warrants of the Issuer which will be issued as part of the Units and which have the terms provided in this Agreement and the Warrant Indenture.

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 to use its commercially reasonable efforts to find and introduce to the Issuer potential purchasers to purchase a minimum of 24,000,000 Units and a maximum of 30,000,000 Units, at a price of $0.10 per Unit (the "**Unit Price**"), by way of private placement in reliance on the Exemptions. The Agent shall act as agent only and shall be under no obligation to purchase any of the Units.

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 written consent of the Issuer, and any required 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 investments dealers, who may or who may not be offered part of the Agent's fee set out in section 5.1 herein. For clarity, the fees, if any, payable to a member of any such selling group shall be for the Agent's account.

3. THE UNITS

Each Unit will consist of one Unit Share and three-quarters of one Warrant and the Unit Shares and Warrants will be issued and registered in the names of the Purchasers or their nominees.

4. WARRANTS

4.1 The right to purchase a Warrant Share under a whole Warrant may be exercised at any time until the close of business on the day which is 24 months from the date of issue of the Unit under which such Warrant was issued to the holder.

4.2 Each whole Warrant will entitle the holder, on exercise, to purchase one Warrant Share at a price of $0.20 per Warrant Share (the "**Warrant Exercise Price**") during the 24 month exercise period of the Warrant.

4.3 The Warrants will be non-transferable except as permitted by the Applicable Legislation and any order granted by the Commissions.

4.4 The Warrant Indenture will, among other things, include provisions for the appropriate adjustment in the class, number and price of the Warrant Shares issued upon exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Common Shares, the payment of stock dividends and the amalgamation of the Issuer.

5. AGENT'S COMMISSION AND FEES

5.1 In consideration of the services performed by the Agent under this Agreement, the Issuer agrees to pay to the Agent on each Closing a fee consisting of:

(a) a cash payment (the "**Agent's Commission**") equal to 10% of the gross proceeds from the sale of the Units on such Closing which will be paid in lawful Canadian currency provided however that the Agent's Commission shall only be equal to 8% of gross proceeds from the sale of Units to the Third Party CPCs, other than Nanotech for which the Agent's Commission shall be 5%; and

(b) that number of Agent's Options which is equal to 10% of the number of Units sold on such Closing other than with respect to the purchase of Units by the Third Party CPCs (other than Nanotech) for which sale the Agent shall receive Agent's Options equal to 8% of the number of Units sold. The Agent shall receive Agent's Options equal to 5% of the number of Units sold to Nanotech.

5.2 As further consideration of the services performed by the Agent under this Agreement, the Issuer agrees to pay to the Agent a Corporate Finance Fee of $30,000 (plus G.S.T.), of which $20,262.97 has been paid and is non-refundable and the remaining $21,237.03 is payable upon completion of the Qualifying Transaction.

5.3 The right to purchase an Agent's Option Share under an Agent's Option may be exercised at any time until the close of business on the day which is 24 months from the date such Agent's Option was issued to the holder.

5.4 One Agent's Option will entitle the holder, on exercise, to purchase one Agent's Option Share at the Unit Price per Agent's Option Share during the applicable 24-month exercise period of the Agent's Option.

5.5 The Agent's Options will be represented by certificates and will be non-transferable except as permitted by the Applicable Legislation and any order granted by the Commissions.

5.6 The terms governing the Agent's Options will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Option Shares upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Common Shares, the payment of stock dividends or the amalgamation of the Issuer.

5.7 The Issuer agrees not to place a U.S. securities law restrictive legend on the certificates representing the Agent's Option and the Agent's Option Shares.

6. FILING OF SFOD

6.1 The Issuer will cause the SFOD to be filed with the Exchange and will deliver all necessary copies of the SFOD to the Exchange and will use commercially reasonable efforts to have the SFOD accepted by the Exchange.

6.2 The Issuer will provide the Agent with as many copies of the SFOD as the Agent reasonably requests.

6.3 The Issuer will file the SFOD and any Subsequently Triggered Report with all Commissions with which it must file such document in accordance with NI 45-106.

6.4 Delivery of the SFOD and any Subsequently Triggered Report shall constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements supplied by and relating solely to the Agent) contained in the SFOD, including all documents incorporated by reference and any Subsequent Triggered Report, are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentations and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Securities and that no Material Fact or material information has been omitted therefrom (except facts or information supplied and relating solely to the Agent) which is required to be stated therein or is necessary to make statements of information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Issuer's consent to the Agent's use of the SFOD, any Subsequently Triggered Reports and any other documents supplied to the Agent by the Issuer for the purpose of the sale of Units in the Selling Jurisdictions in compliance herewith.

7. MINIMUM SUBSCRIPTION

7.1 The Private Placement is subject to a minimum subscription of 24,000,000 Units, provided that, in the event that one or more Third Party CPCs fails to get shareholder approval to that Third Party CPC's purchase of Units, then the minimum subscription may be reduced by the number of Units such Third Party CPC was proposing to purchase, but in no event less than a minimum of 19,000,000 Units.

7.2 All funds received by the Agent for subscription will be held in trust by the Agent or placed in trust with the Issuer's registrar and transfer agent until the minimum subscription has been obtained.

7.3 Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the subscribers if the minimum subscription is not obtained by the latest of the dates for Closing as set out in section 17.2 hereof.

8. OFFERING RESTRICTIONS

8.1 The Agent will not knowingly, in reliance upon the SFOD Exemption, sell more than:

(a) 20% of the Units to any one Purchaser; and

(b) an aggregate of 50% of the Units where such Units would be subject to a four (4) month hold in accordance with NI 45-106.

8.2 The Agent agrees that those Units sold in reliance upon the SFOD Exemption will be allocated to Purchasers such that the Issuer can comply with the minimum listing requirements set forth in the Exchange Policies.

8.3 The Agent agrees that at the time any buy order for the Units is placed by clients of the Agent, each Purchaser will be outside the United States (which term herein shall have the meaning defined in Regulation S), or the Agent and all persons acting on their behalf will reasonably believe that each Purchaser is outside the United States, and neither the Agent nor any person acting on their behalf will have knowledge that such transaction has been pre-arranged with a Purchaser in the United States.

8.4 Neither the Issuer, the Agent, nor any of their respective affiliates, nor any person acting on behalf of any of the foregoing, will offer or sell any of the Securities to U.S. Persons or in the United States (which terms herein shall have the meanings defined in Regulation S), or undertake any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market for the Securities in the United States.

8.5 The Private Placement has not been and will not be advertised in any way.

9. SUBSCRIPTIONS

The Agent will obtain from each Purchaser introduced by the Agent, and deliver to the Issuer, on or before each Closing duly completed and signed subscriptions in the form consented to by the Issuer and the Agent and executed by the Purchaser.

10. FILINGS WITH THE REGULATORY AUTHORITIES

10.1 The Issuer will forthwith give to the Exchange written notice of the terms of this Agreement and the proposed Private Placement and all other information required by the Exchange Policies (the "**Notice**").

10.2 The Issuer will forthwith provide the Agent and its solicitor with a copy of the Notice, and, forthwith upon receipt, a copy of the preliminary and final letters of acceptance of the Notice from the Exchange.

10.3 The Issuer will file all required documents, pay all required filing fees and undertake any other actions required by the Exchange Policies in order to obtain the acceptance of the Exchange to the Private Placement.

10.4 Within 10 days of each Closing of the Private Placement, the Issuer will:

(a) file with the Commissions any report required to be filed by Applicable Legislation in connection with the Private Placement, in the required form; and

(b) provide the Agent's solicitor with copies of the report or reports.

11. WARRANTIES, REPRESENTATIONS AND COVENANTS OF THE ISSUER

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

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

(b) prior to completion of the Qualifying Transaction the Issuer has no subsidiaries;

(c) the Issuer is duly registered or licensed to carry on business in the jurisdiction in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) the Issuer has full corporate power and authority to undertake the Private Placement and this Agreement has been duly authorized by all necessary corporate action on the part of the Issuer and has been executed and delivered by the Issuer and constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to the general qualification that:

(i) enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments may be limited under applicable law; and

(iv) rights to indemnity, contribution and waiver hereunder and the ability to sever unenforceable terms may be limited under applicable law;

(e) as of the date hereof, the authorized capital of the Issuer consists of an unlimited number of Common Shares of which 5,000,000 Common Shares are issued and outstanding as fully paid and non-assessable; and no person, firm or corporation has any agreement or option, or right or privilege, whether pre-emptive or contractual, capable of becoming an agreement, including convertible securities, for the issue or allotment of any unissued shares or other securities of the Issuer except as may be disclosed in the SFOD;

(f) the Issuer will reserve or set aside sufficient shares in its treasury to issue the Unit Shares, the Warrant Shares and the Agent's Option Shares and all such shares will be duly and validly issued as fully paid and non-assessable;

(g) except as qualified by the SFOD, to the best of its knowledge, the Issuer is the legal and beneficial owner of and has, and with respect to the completion of the Qualifying Transaction will have, good and marketable title to the properties, business and assets or the interests in the properties, business or assets referred to in the SFOD, all agreements by which the Issuer holds an interest in a property, business or assets are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated and all filings and work commitments required to maintain the properties in good standing have been properly recorded and filed in a timely manner with the appropriate regulatory body and there are no mortgages, liens, charges, encumbrances or any other interests in or on such properties other than as disclosed in the SFOD;

(h) the SFOD and the documents incorporated therein by reference, will contain full, true and plain disclosure of all Material Facts in relation to the Issuer, its business and its securities, will contain no Misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect;

(i) other than as disclosed in the SFOD, to the best of the knowledge of the Issuer, there is no action, proceeding or investigation pending or threatened against the Issuer before or by any federal, provincial, state, municipal, county or other governmental department, commission, board or agency, domestic or foreign, which may result in any adverse change in the condition, financial or otherwise, of the Issuer, or which questions the validity of any action taken or to be taken by the Issuer pursuant to or in connection with this Agreement or the Qualifying Transaction;

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

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

(l) the financial statements incorporated by reference in the SFOD or supplied by the Issuer to the Agent in connection with the Private Placement have been prepared in accordance with Canadian generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer as of the date thereof and there have been no adverse material changes in the financial position of the Issuer since the date thereof and the business of the Issuer has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

(m) the auditors of the Issuer who audited the financial statements of the Issuer for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and there has never been a reportable disagreement (within the meaning of National Instrument 51-102) with the present auditors of the Issuer;

(n) no event of material default under the constating documents, by-laws or resolutions of the Issuer or under any agreement or instrument to which the Issuer is a party has occurred and no event which with the giving of notice or the passage of time or both would constitute an event of material default under the constating documents, by-laws or resolutions of the Issuer or under any such agreement or instrument has occurred and is continuing;

(o) since the commencement of trading of its Common Shares upon the Exchange, the Issuer has not entered into a transaction of a nature material to the Issuer, other than the Qualifying Transaction;

(p) upon the completion of the Qualifying Transaction, the Issuer will own all of the issued and outstanding securities of ForceLogix, free and clear of any voting restriction, trade restriction lien, charge, encumbrance or voting agreement, voting trust or any other agreement, limitation or restriction of any nature;

(q) other than the Agent, Matthew Damman and the finder that introduced Nanotech to the Issuer, 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 Private Placement described herein;

(r) the execution and delivery by the Issuer of this Agreement and the performance of its obligations hereunder will not result in any breach or violation of, be in conflict with or constitute a default under (A) any statute, rule or regulation applicable to the Issuer including, without limitation, the Applicable Legislation; (B) any term or provision of the constating documents of the Issuer; (C) any shareholders’ or directors’ resolutions of the Issuer; (D) or any agreement, debt instrument, mortgage, note, indemnity instrument, lease or other document to which the Issuer is a party or by which the Issuer or any of its property is bound; or (E) any judgment, decree or order binding the Issuer or the property or assets of the Issuer;

(s) no approval, authorization, consent or other order of any governmental authority is required in connection with the execution, delivery or performance by the Issuer of this Agreement except requisite filings with the Commissions and the Exchange and final acceptance for filing of the Private Placement and the Qualifying Transaction from the Exchange;

(t) the Issuer has complied with and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Applicable Legislation in relation to the issue and trading of its securities and in all matters relating to the Private Placement and the Qualifying Transaction;

(u) the Issuer is in compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect the Issuer, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Issuer or the business or legal environment under which the Issuer operates;

(v) to the best of its knowledge, the Issuer has not caused or permitted the release, in any manner whatsoever, of any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances (collectively, the "**Hazardous Substances**") on or from any of its properties or assets nor has it received any notice that it is potentially responsible for a clean-up site or corrective action under any applicable laws, statutes, ordinances, by-laws, regulations, or any orders, directions or decisions rendered by any government, ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to dealing with Hazardous Substances;

(w) there is not presently, and will not be until the Final Closing, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed in the SFOD or a Subsequently Triggered Report filed and delivered in accordance with this Agreement;

(x) the Issuer is a "**reporting issuer**" within the meaning of Applicable Legislation in British Columbia and Alberta and is not in default of any of the requirements of Applicable Legislation or any of the administrative policies or notices of the Regulatory Authorities;

(y) except as otherwise previously disclosed to the Agent, no order ceasing, halting or suspending trading in securities of the Issuer or prohibiting the sale of such securities has been issued to and is outstanding against: (i) the Issuer; (ii) to the best of the Issuer's knowledge, after due inquiry, any of the Issuer's directors, officers, insiders and promoters; or (iii) to the best of the Issuer's knowledge, after due inquiry, any other companies that have common directors, officers, insiders and promoters; and no investigations or proceedings for this purpose have been instituted or, to the best knowledge of the Issuer, are pending, contemplated or threatened;

(z) to the best of the Issuer's knowledge, with the exception of John Prinz, none of the directors or senior officers of the Issuer, or any holder of more than 10% of its outstanding Common Shares, or any associate or affiliate (as such terms are defined in the *Securities Act* (British Columbia)) of any of the foregoing persons has or has had any material interest, direct or indirect, in any continuing or existing material transaction or has any material interest, direct or indirect, in any proposed material transaction which, as the case may be, is material to or would materially affect the Issuer, other than the Qualifying Transaction;

(aa) to the best of the Issuer's knowledge, all statements, facts, data, information and material made, furnished or provided from time to time by the Issuer in writing to the Agent relating to the Issuer were true and correct as at the respective dates of said documents and all Material Facts relating to the Issuer have been fully disclosed to the Agent and such statements, facts, data, information and material did not and do not (except where modified or superseded by subsequently provided statements, facts, data, information and materials) contain an untrue statement of a Material Fact or omit to state a Material Fact necessary in order to make any statement or fact contained therein not misleading in light of the circumstances in which it was made;

(bb) the Warrant Indenture and the certificates representing the Agent's Options will be, upon execution and delivery thereof by the Issuer, duly and validly authorized, executed and delivered by the Issuer and each of the Warrant Indenture and the certificates representing the Agent's Options constitute, or will constitute, upon execution and delivery thereof by the Issuer, a legal, valid and binding obligation of the Issuer enforceable in accordance with each of their respective terms;

(cc) the Gross Proceeds from the sale of Units issued under the SFOD, when aggregated with the Gross Proceeds from Prior Offerings, will not exceed $2,000,000;

(dd) the number of securities to be issued under the SFOD, when added to the number of Listed Securities of the same class distributed under Prior Offerings, will exceed neither:

(i) the number of securities of the same class outstanding immediately before the Issuer distributes securities under the SFOD; nor

(ii) the number of securities of the same class outstanding immediately before a Prior Offering;

(ee) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;

(ff) the Issuer has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer which are known by the Issuer's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer;

(gg) with the exception of Greenview Capital Corp. and Matthew Damman, the Issuer does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "**arm's length**" (as such term is used in the *Income Tax Act* (Canada));

(hh) the Issuer shall not take any action which would be reasonably expected to result in the delisting or suspension of its Common Shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which its Common Shares are listed or quoted and the Issuer shall comply, in all material respects, with the rules and regulations thereof;

(ii) the Trustee, at its principal offices in the City of Vancouver, has been appointed transfer agent and registrar for the Common Shares;

(jj) at Closing:

(i) the Unit Shares will be duly and validly authorized and issued as fully paid and non-assessable securities;

(ii) the Warrants will be duly and validly authorized, created and issued;

(iii) the Warrant Shares will be duly and validly authorized and reserved for issue upon exercise of the Warrants, and the Warrant Shares will be duly and validly issued as fully paid and non-assessable securities upon the due and valid exercise of the Warrants;

(iv) the Agent's Option will be duly and validly authorized, created and issued;

(v) the Agent's Option Shares will be duly and validly authorized and reserved for issue upon exercise of the Agent's Option, and the Agent's Option Shares will be duly and validly issued as fully paid and non-assessable securities upon the due and valid exercise of the Agent's Options;

(kk) all of the material transactions of the Issuer have been properly recorded or filed in its books or records and its minute books are true, complete and correct and contain all records of the meetings and proceedings of its directors and shareholders and other committees since inception;

(ll) to the best of the Issuer's knowledge, all statements, facts, data, information and materials provided from time to time by the Issuer in writing to the Agent relating to the Issuer, the directors and officers of the Issuer, the Qualifying Transaction and ForceLogix are true and correct, and all Material Facts relating to the subject matter thereof have been fully disclosed to the Agent, and such statements, facts, data, information and materials did not and do not contain a Misrepresentation;

(mm) the warranties and representations of the Issuer in this section 11are true and will remain so as of the Final Closing except as otherwise disclosed in writing to the Agent; and

(nn) the Issuer has taken or will take all steps as may be necessary to comply with the requirements of corporate laws and the Applicable Legislation of the Selling Jurisdictions to conduct the Private Placement, and the Issuer is entitled to avail itself of the Exemptions available under the Applicable Legislation of the Selling Jurisdictions in respect of the distribution of any Unit Shares, Warrants, Warrant Shares, Agent's Option and Agent's Option Shares.

12. REPRESENTATIONS AND WARRANTIES OF FORCELOGIX

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

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

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

(c) ForceLogix has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, executed and delivered by ForceLogix and constitutes a legal, valid and binding obligation of ForceLogix enforceable in accordance with its terms, subject to the general qualification that:

   (i) enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally;

   (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

   (iii) the equitable or statutory powers of the courts in Canada having jurisdiction to stay proceedings before them and the execution of judgments may be limited under applicable law; and

   (iv) rights to indemnity, contribution and waiver hereunder and the ability to sever unenforceable terms may be limited under applicable law;

(d) the authorized capital of ForceLogix is 120,000,000 shares of common stock, of which 23,913,628 shares of common stock are issued and outstanding and are fully paid and non-assessable All of the issued and outstanding securities of ForceLogix have been duly issued in compliance with all applicable securities and corporate laws;

(e) to the best of the knowledge of ForceLogix, none of the issued and outstanding securities of ForceLogix are owned directly or indirectly by any director, officer, employee or contractor of the Agent or any Affiliates (as defined by the Exchange Policies) of any of the foregoing except as disclosed in the Disclosure Document, and no person, firm or corporation has any agreement or option, or right or privilege, whether pre-emptive or contractual, capable of becoming an agreement, including convertible securities, for the purchase, subscription or issuance of any unissued shares or other securities of ForceLogix except as disclosed in the Disclosure Document;

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

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

(h) the audited financial statements of ForceLogix and the unaudited financial statements of ForceLogix delivered to the Agent and included in the Disclosure Document present fairly, in all material respects, the financial position of ForceLogix as at the dates set out therein and the results of ForceLogix's operations and the changes in ForceLogix's financial positions for the periods then ended, and have been prepared in conformity with Canadian generally accepted accounting principles, consistently applied throughout the periods involved except as otherwise stated therein;

(i) no event of material default under the constating documents, by-laws or resolutions of ForceLogix or, to the best knowledge of ForceLogix, under any agreement or instrument to which ForceLogix is a party has occurred and no event which with the giving of notice or the passage of time or both would constitute an event of material default under the constating documents, by-laws or resolutions of ForceLogix or, to the best knowledge of ForceLogix, under any such agreement or instrument has occurred and is continuing;

(j) upon the completion of the Transaction, the Issuer will own all of the issued and outstanding securities of ForceLogix, free and clear of any voting restriction, trade restriction lien, charge, encumbrance or voting agreement, voting trust or any other agreement, limitation or restriction of any nature;

(k) except the Agent, there is no person, firm or corporation acting or purporting to act for ForceLogix entitled to any brokerage or finder's fee in connection with any of the transactions contemplated herein;

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

(m) no approval, authorization, consent or other order of any governmental authority, to the best knowledge of ForceLogix, is required in connection with the execution, delivery or performance by ForceLogix of this Agreement except requisite filings with the

Commissions and the Exchange and final consent to the Private Placement and the Transaction from the Exchange;

(n) all statements, facts, data, information and material made, furnished or provided from time to time by ForceLogix in writing to the Agent relating to ForceLogix were true and correct as at the respective dates of said documents and all Material Facts relating to ForceLogix have been fully disclosed to the Agent and such statements, facts, data, information and material did not and do not (except where modified or superseded by subsequently provided statements, facts, data, information and materials) contain an untrue statement of a Material Fact or omit to state a Material Fact necessary in order to make any statement or fact contained therein not misleading in light of the circumstances in which it was made;

(o) the minute books of ForceLogix are true, complete and correct in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;

(p) to the best of its knowledge, ForceLogix owns or possesses adequate rights to use all material patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and other intellectual property necessary for the business of ForceLogix now conducted and proposed to be conducted, without any conflict with or infringement of the rights of others. ForceLogix has received no communication alleging that ForceLogix has violated or, by conducting its business as proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity; and

(q) without limiting the provision of Section 13 below, the warranties and representations of ForceLogix in this Section 12 are true and will remain so to and until Closing, except as otherwise disclosed to the Agent.

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES OF THE ISSUER AND FORCELOGIX

13.1 The representations and warranties of the Issuer and ForceLogix hereunder will survive the Closing for a period of 12 months from the date of issuance of the Final Exchange Bulletin approving the Qualifying Transaction, regardless of any independent investigations that the Agent may cause to be made.

14. MATERIAL CHANGES

14.1 The Issuer, or as the case may be ForceLogix, shall promptly notify the Agent in writing of full particulars of any Material Change or a change in a Material Fact, actual, anticipated or threatened, during the period commencing on the date of this Agreement and terminating on the Final Closing:

(a) in the business or affairs of the Issuer or ForceLogix;

(b) relating to any director or officer of the Issuer or ForceLogix of which the Issuer is aware, after due inquiry;

(c) in any statements, facts, data, personal information form or materials provided to the Agent with respect to the Qualifying Transaction; and

(d) in any of the representations and warranties contained in Sections 11 or 12;

and the Issuer shall file under the Applicable Legislation with all possible dispatch, and in any event within any statutory limitation period therefore a Subsequently Trigger Report and such new or correcting information, amendments and other documents as the circumstances may require. The Issuer shall further provide the Agent with as many copies of the Subsequently Triggered Report and such information, amendments or other documents as the Agent may reasonably require.

14.2 The Issuer shall in good faith discuss with the Agent any change in circumstances (actual and anticipated, contemplated or threatened, whether financial or otherwise) which is of a nature that there is reasonable doubt as to whether notice in writing need be given to the Agent pursuant to section 14.1 hereof.

14.3 The Agent will deliver to the purchasers under the Offering on behalf of the Issuer a copy of each Subsequently Triggered Report provided to it by the Issuer under section 14.1.

15. COVENANTS OF THE ISSUER

15.1 The Issuer covenants with the Agent and the Purchasers, as covenants that are intended to be contractually enforceable by the Agent and the Purchasers or any one or more of them against the Issuer notwithstanding the Purchasers are not parties to this Agreement, that the Issuer shall:

(a) allow the Agent and their counsel to conduct, and otherwise facilitate the conduct of, all due diligence investigations in connection with the Private Placement and the Qualifying Transaction which the Agent may require;

(b) prior to the filing of the SFOD, allow the Agent to participate fully in the preparation of such document and any amendments to it;

(c) duly, punctually and faithfully fulfill all legal requirements to permit the creation, offering, sale and issuance of the Securities, and the entering into, execution and delivery of the agreements for the Qualifying Transaction, including, without limitation, compliance with all corporate requirements and Applicable Legislation to enable the Securities to be distributed in accordance with this Agreement and enable the Issuer to satisfy its obligations under the agreement for the Qualifying Transaction;

(d) ensure that it has a sufficient number of Common Shares reserved and available for issuance to satisfy its obligations under the Warrants and the Agent's Options;

(e) ensure that the creation, offer, sale and issuance of the Securities will fully comply with the requirements of the Applicable Legislation, including but not limited to the preparation and filing of and payment of filing fees for, within the required time periods, all notices, reports and filings in connection with the Private Placement to be made after the Closing as the case may be;

(f) both before and after the Closing, duly, punctually and faithfully comply with the requirements of the Applicable Legislation and use its commercially reasonable efforts to maintain its status as a "**reporting issuer**" not in default in the Selling Jurisdictions (and in any jurisdictions that it may subsequently become a "**reporting issuer**") until the exercise or expiry of the last of the Warrants and the Agent's Warrant and for a period of two years thereafter;

(g) both before and after Closing, duly, punctually and faithfully comply with the requirements of the Exchange, and use its commercially reasonable efforts to maintain the listing of its Common Shares on the Exchange until the exercise or expiry of the last of the Warrants and the Agent's Options and for a period of two years thereafter; and

(h) ensure that the proceeds of the Private Placement are used for the purposes and in the manner set forth in the SFOD.

15.2 The Issuer shall provide all information respecting the Issuer or ForceLogix, respectively, that the Agent, its legal counsel and, if applicable, any consultant engaged by the Agent, may reasonably request in conducting the Due Diligence review of the Qualifying Transaction.

15.3 The Issuer will send the following documents to the Agent and to its legal counsel as soon as practical after the execution of this Agreement:

(a) the initial news release announcing the Qualifying Transaction;

(b) submission letters to the Exchange describing the Qualifying Transaction and a draft SFOD;

(c) all draft proposed Disclosure Records;

(d) all correspondence and filings to and correspondence from the Exchange and the Commissions relating to the Private Placement, the Qualifying Transaction and the Disclosure Document;

(e) copies of all final or draft reports, valuations or appraisals required to be filed with the Exchange;

(f) the Financial Statements and the audited and unaudited financial statements of ForceLogix;

(g) all material licensing, distribution, joint venture, purchase, commission and fee contracts and agreements, accounting records, evaluations, and conclusions (in draft or otherwise), title and legal opinions, and valuations or appraisals respecting the assets and operations of ForceLogix;

(h) a written consent signed by each proposed director, officer and promoter of the Issuer and the Resulting Issuer if requested by the Agent;

(i) a written consent signed by each person who has prepared a report or valuation that is included in the SFOD or the Disclosure Document;

(j) a current registered shareholder list of each of the Issuer and ForceLogix as of the date of this Agreement;

(k) share positions, including number of any warrants, options or rights convertible into the Common Shares, of all Insiders of the Issuer and of the Resulting Issuer, and copies of all subscription agreements, evidence of payment and correspondence related to any financing arrangement for or to be completed in conjunction with the Qualifying Transaction; and

(l) such other information as the Agent may reasonably request.

15.4 The Issuer will take all commercially reasonable action to register the Issuer in a timely manner, whenever the business or property of the Issuer makes such registration necessary.

15.5 The Issuer will take all necessary action to complete the Qualifying Transaction and to submit all final documentation required by the Exchange to enable the Exchange to issue a Final Exchange Bulletin which evidences final Exchange acceptance of the Qualifying Transaction.

15.6 The Issuer shall not issue, without the consent of the Agent, which consent shall not be unreasonably withheld, during the period commencing on the date of this Agreement and terminating 120 days following the Final Closing, any additional Common Shares, securities convertible or exchangeable into Common Shares or rights to acquire any of the foregoing, except (i) as contemplated by this Agreement; (ii) Common Shares issued upon exercise of currently outstanding warrants; (iii) Common Shares and options issued under the Issuer's stock option plan; (iv) as contemplated by the terms of the Qualifying Transaction, including conversions of any special warrants issued in connection therewith and as otherwise disclosed in the Disclosure Document; (v) securities issued pursuant to an acquisition of a corporation involving the issuance of securities in which the Issuer controls the new entity, whereby the securities offered will not be at a price that is lower than the Offering; or (vi) securities issued in any side car financing.

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

15.8 The Issuer shall make its directors and officers available for such investor information meetings, and for such one-on-one meetings with investors, as the Agent shall reasonably request in respect of the Private Placement.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENT

The Agent warrants and represents to and covenants with the Issuer and ForceLogix that:

(a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;

(b) it is registered as an investment dealer under Applicable Legislation;

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

(d) it will use its reasonable commercial efforts to solicit and obtain subscriptions pursuant to the Private Placement and to provide a list of Purchasers and all necessary particulars to the Exchange and the Issuer for the purpose of filing reports of exempt distributions, pursuant to the SFOD Policy and NI 45-106;

(e) it will not solicit subscriptions for Units except in compliance with Applicable Legislation, and any orders obtained thereto, and the terms and conditions set forth in the

SFOD and this Agreement and shall not, directly or indirectly, offer, sell or deliver any Units or deliver any documents to any person other than in the Selling Jurisdictions;

(f) it will not make any representations or warranties with respect to or on behalf of the Issuer or the Units other than as set forth in the SFOD and this Agreement;

(g) it will only sell the Units to persons who represent themselves as being resident in one (1) of the Selling Jurisdictions or such other jurisdictions where the Units may lawfully be offered for sale;

(h) it will comply with the SFOD Policy in connection with the sale of the Units under the SFOD;

(i) it will deliver to each Purchaser who purchase in reliance upon the SFOD Exemption, a copy of the SFOD in accordance with the SFOD Policy;

(j) it will cause any sub-agent to only solicit subscriptions for Units from subscribers resident in a Selling Jurisdiction in compliance with Applicable Legislation, the SFOD Policy and the terms and conditions set out herein;

(k) it will provide all such notices and documents as may be required under Applicable Legislation in connection with the sale of the Units pursuant to the SFOD, including, without limiting the generality of the foregoing, to deliver to the Exchange (or, at the option of the Agent, to the Issuer for delivery to the Exchange) as soon as reasonably possible after the Closing a list of the Purchasers, indicating how many Units each Purchaser has purchased and which Purchasers have purchased the Units subject to a hold period; and

(l) it will not market the Units using any presentation or any other document unless such presentation or other document has been approved in writing by the Issuer.

17. CLOSINGS

17.1 In this section:

(a) "**Certificates**" means the certificates representing the Unit Shares and the Warrants sold, and Agent's Option to be issued, on a Closing in the names and denominations reasonably requested by the Agent or the Purchasers, as the case may be; and

(b) "**Proceeds**" means the gross proceeds of the sale of Units on a Closing, less:

(i) the Agent's Commission which is payable in cash;

(ii) the remainder of the Corporate Finance Fee;

(iii) the reasonable expenses of the Agent in connection with the Private Placement which have not been paid by the Issuer; and

(iv) that portion of the gross proceeds which the Issuer directs the Agent to pay to Clark Wilson LLP upon Closing.

17.2 Subject to the terms and conditions hereof, the Closing shall take place at the Time of Closing at the offices of the Issuer's counsel, or such other location in the City of Calgary, in the Province of Alberta, as the Agent and the Issuer may agree. The Final Closing will not occur more than the later of (a) 30 days from the date the Exchange has issued conditional acceptance of the Private Placement and (b) 60 days from the date of the SFOD is filed with the Exchange, or such other date as may be acceptable to the Exchange.

17.3 The closings of the sale of Units to Third Party CPCs may occur at separate closing, and notwithstanding Section 17.2 may occur at such date as acceptable to the parties hereto, the Exchange and the Third Party CPCs, but in no event later than the date that is 180 days from the reference date of this agreement.

17.4 The Issuer will, on each Closing, issue and deliver the Certificates to the Agent, or at the Agent's request, to the Purchasers, against payment of the Proceeds.

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

17.6 The Issuer will endorse the Certificates representing:

(a) Units sold to any Purchaser that, at the time the Units are acquired, is:

(i) an insider;

(ii) a promoter of the Issuer;

(iii) an underwriter of the Issuer; or

(iv) a member of the underwriter's professional group;

(b) any Purchaser not purchasing Units in reliance upon the SFOD Exemption;

(c) Units sold to any Purchasers who purchase in excess of $40,000; and

(d) the Agent's Option and the Agent's Option Shares;

with the following statements:

(i) "Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is four months and a day after the Distribution date]"

(ii) "Without prior approval of the Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert the date following the fourth month after the Distribution date]".

18. CONDITIONS OF CLOSINGS

18.1 The obligations of the Agent on Closing will be conditional upon the following:

(a) on Closing, the Issuer will deliver to the Agent and its solicitor a favourable opinion of the Issuer's solicitor dated as of the date of such Closing, in a form acceptable to the Agent and its solicitor as to all legal matters reasonably requested by the Agent relating to the business of the Issuer and ForceLogix, the creation, issuance and sale of the Securities and the Qualifying Transaction;

(b) on Closing, the Issuer will deliver to the Agent and its solicitor an officer's certificate and such other documents relating to the Private Placement or the affairs of the Issuer as the Agent or its solicitor may reasonably request;

(c) on Closing, ForceLogix will deliver to the Agent and its solicitor an officer's certificate and such other documents relating to the affairs of ForceLogix as the Agent or its solicitor may reasonably request;

(d) on Closing, ForceLogix will deliver to the Agent and its solicitor a favourable opinion of ForceLogix's solicitor dated as of the date of such Closing, in a form acceptable to the Agent and its solicitor as to all legal matters reasonably requested by the Agent relating to the business of ForceLogix, the creation, issuance, sale and transfer of securities of ForceLogix and the Qualifying Transaction; and

(e) each representation and warranty of the Issuer and ForceLogix which is contained in this Agreement will continue to be true, and the Issuer and ForceLogix will perform or comply with all of its covenants, agreements and obligations under this Agreement.

18.2 Closing and the obligations of the Issuer and the Agent to complete the issue and sale of the Securities are subject to receipt of all required regulatory approval for or acceptance of the Private Placement and the Qualifying Transaction.

18.3 The Closing is also subject to the Issuer obtaining conditional approval from the Exchange for and the closing of the Qualifying Transaction

18.4 The Closing is subject to the Issuer having a sufficient number of issued and outstanding Common Shares immediately prior to the Closing so as to comply with the SFOD Exemption and Applicable Legislation.

19. TERMINATION

19.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time before the Final Closing if:

(a) an adverse Material Change, or an adverse change in a Material Fact relating to any of the Securities, occurs or is announced by the Issuer;

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

(c) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the 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, or a Purchaser's decision to purchase the Units;

(d) following a consideration of the history, business, products, property or affairs of the Issuer, ForceLogix or their respective 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 Units;

(e) the Units cannot, in the opinion of the Agent, be marketed due to the state of the financial markets, or the market for the Units in particular;

(f) an enquiry or investigation (whether formal or informal) in relation to the Issuer, ForceLogix or the their respective directors, officers or promoters, is commenced or threatened by an officer or official of any competent authority;

(g) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in the securities of the Issuer prohibiting or restricting the Private Placement is made by a competent regulatory authority and that order is still in effect;

(h) the Agent is advised that the Exchange will not accept the Qualifying Transaction;

(i) the Issuer is in breach of any term of this Agreement;

(j) the Issuer does not provide the Agent or its solicitors with access to the Issuer's or ForceLogix's, as the case may be, records or documentation and/or information on a timely basis to enable the Agent to carry out its Due Diligence review of the Issuer, ForceLogix and their business and affairs so as to market the Units in a timely fashion;

(k) the Agent is not satisfied with the results of its Due Diligence review of the business and affairs of the Issuer and ForceLogix; or

(l) the Agent determines that any of the representations or warranties made by the Issuer in this Agreement or any of the information concerning the Issuer of ForceLogix and their business plan provided by the Issuer is false or has become false in a material sense.

19.2 Any termination of any of the obligations of the Agent hereunder pursuant to the provisions hereof shall be effected by notice to the Issuer. Notwithstanding the giving of any notice of termination hereunder, the provisions of section 21 and all rights of action in connection therewith shall survive such termination and the fees and expenses agreed to be paid by the Issuer, referred to in section 5, and section 20 incurred up to the time of the giving of such notice shall be paid by the Issuer. The rights of the Agent to terminate this Agreement are in addition to such remedies as it may have in respect of any default, Misrepresentation, act or failure to act by the Issuer in respect of any of the transactions contemplated in this Agreement.

19.3 The Agent's obligations hereunder will terminate if the Closing does not occur within 180 days of the reference date of this Agreement, unless otherwise agreed in writing by the Agent.

20. EXPENSES OF AGENT

20.1 The Issuer will pay all of the expenses of the Private Placement and all the expenses reasonably incurred by the Agent in connection with the Private Placement including, without limitation, the reasonable fees and expenses of the solicitors for the Agent. In this regard, the Agent acknowledges receipt from the Issuer of $20,262.97 as a retainer for such expenses of the Agent.

20.2 The Issuer will pay the expenses referred to in the previous subsection even if 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.

20.3 The Agent may, from time to time, render accounts for its expenses in connection with the Private Placement to the Issuer for payment on or before the dates set out in the accounts.

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

21. INDEMNITY

21.1 The Issuer and its affiliated companies, as the case may be, (collectively, the "**Indemnitor**") hereby agrees to indemnify and hold the Agent, and its 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 of professional services rendered to the Indemnitor by the Agent and its Personnel hereunder, or otherwise in connection with the matters referred to in this Agreement (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 dishonest 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, dishonesty, wilful misconduct or fraud referred to in 21.1(a).

21.2 Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including reasonable 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.

21.3 Without limiting the generality of the foregoing, this indemnity shall not apply, and the Indemnitor shall in no way be liable, to the extent that such expenses, losses, claims, damages, liabilities or actions arise as a result of an Indemnitor's failure to close the Private Placement because closing the Private Placement would contravene Applicable Legislation.

21.4 If for any reason (other than the occurrence of any of the events itemized in 21.1(a) and 21.1(b) above), the foregoing indemnification is unavailable to the Agent or any Personnel or insufficient to hold the Agent or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agent or any Personnel as a result of 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.

21.5 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agent by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Indemnitor and/or 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 by the Agent, the Agent shall have the right to employ its own counsel in connection therewith provided 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 the Agent's Personnel in connection therewith) and out-of-pocket expenses incurred by their Personnel in connection therewith shall be paid by the Indemnitor as they occur.

21.6 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of the Agent's 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 Personnel. The Indemnitor shall, on behalf of itself and the Agent and/or any Personnel, as applicable, be entitled to (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 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 Personnel, as applicable, and none of the Agent and/or any 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 acts reasonably in selecting such counsel.

21.7 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 services rendered under this Agreement or any termination of this Agreement.

22. RIGHT OF FIRST REFUSAL

22.1 The Issuer will notify the Agent of the terms of any further financing, public or private, that it requires or proposes to obtain during the 24 months following the date of completion of the Private Placement and the Agent will have the right of first refusal to act as lead agent or underwriter for any such financing.

22.2 The right of first refusal must be exercised by the Agent within 5 business days following the receipt of the notice by notifying the Issuer that it will act as lead agent or underwriter for such financing on the terms set out in the notice.

22.3 If the Agent fails to give notice within the 5 business days that it will act as lead agent or underwriter for such financing upon the terms set out in the notice, the Issuer will then be free to make other arrangements with another source on the same terms or on terms no less favourable to the Issuer, subject to obtaining the acceptance of the Regulatory Authorities.

22.4 The right of first refusal will terminate if, on receipt of any notice from the Issuer under this section, the Agent fails to exercise the right and another broker completes the proposed financing.

23. NOTICE

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

(a) in the case of the Issuer:

Courtland Capital Corp.
Suite 101, 100 East Cook Avenue
Libertyville, Illinois
USA 60048
(Fax No.: 847-968-2648)

Attention: Gene Maher, President

with a copy to:

Fraser Milner Casgrain LLP
15th Floor, Bankers Court
850 – 2nd Street S.W.
Calgary, Alberta T2P 0R8
(Fax No.: 403-268-3100)

Attention: Bill Gilliland

(b) and in the case of ForceLogix:

ForceLogix, Inc.
Suite 301, 100 East Cook Avenue
Libertyville, Illinois
U.S.A. 60048
(Fax No.: 847-281-9308)

Attention: Patrick Stakenas

with a copy to:

Synergy Law Group LLC
730 W. Randolph, Suite 600
Chicago, Illinois
U.S.A. 60661
(Fax No.: 312-454-0261)

Attention: Bartly J. Loethen

(c) and in the case of the Agent:

Blackmont Capital Inc.
Suite 2200, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
(Fax No.: 403-266-5785)

Attention: Jeff German

with a copy to:

Gowling Lafleur Henderson LLP
Bentall 5
550 Burrard Street, Suite 2300
Vancouver, British Columbia V6C 2B5
(Fax No.: 604-689-8610)

Attention: Brett Kagetsu

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.

24. TIME

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

25. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and indemnities of the Issuer, ForceLogix and the Agent contained in this Agreement will survive the Closing.

26. GOVERNING LAW

This Agreement is governed by the law of Alberta, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of Alberta with respect to any dispute related to this Agreement.

27. LANGUAGE

This Agreement is to be read with all changes in gender or number as required by the context.

28. ENUREMENT

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

29. HEADINGS

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

30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Private Placement and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Issuer or the Agent.

31. COUNTERPARTS

This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission, 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.

[REMAINDER OF PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

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

COURTLAND CAPITAL CORP.

Per: *"Signed"*
Gene Maher
President, Chief Executive Officer, Chief Financial Officer and Secretary

FORCELOGIX, INC.

Per: *"Signed"*
Patrick Stakenas
President and Chief Executive Officer

BLACKMONT CAPITAL INC.

Per: *"Signed"*
Jeff German
Vice President, PVC Corporate Finance